

2. NOTICE INVITING E-BID (NIEB)

AAICLAS hereby invites, through this Tender Document, the interested Bidders to Develop and Operate a New Cargo Terminal at Kolkata Airport on DBFOT basis i.e., the Project as set forth in detail in this Tender Document and Schedule I hereto.

- I. E-Bid is hereby invited for the “Selection of a Licensee for Development of a New Cargo Terminal at Kolkata Airport on DBFOT basis”:

Name of the Project	License Period	Bid Security	Tender Fee
Selection of a Licensee for Development of a New Cargo Terminal at Kolkata Airport on DBFOT basis	20 (Twenty) years from the COD or Commencement Date, whichever is earlier, no later than 31 March 2047, with right of first refusal in the last year of the License period	INR 1,48,00,000	INR 50,000

Note:

- I.1. The Annual License Fee pursuant to Clause 2.3.6.5 of this Tender Document shall be the sole parameter for selection of Selected Bidder.
- I.2. The Annual License Fee pursuant to Clause 2.3.6.5 of this Tender Document shall be fixed for the License Period in accordance with the terms and conditions set out in the Tender Document.
- I.3. Further, the Selected Bidder shall pay for the consumption of electricity and any other utility used for the Project during construction as becomes due and payable and in accordance with the terms and conditions set forth in the Tender Document and the directions of AAICLAS, if any. The charges for these utilities will be paid in accordance with the rates as fixed by AAICLAS from time to time. AAI/AAICLAS shall provide utility during construction on availability basis only and will not be responsible for meeting the requirements of the Selected Bidder.
- I.4. The Selected Bidder shall be responsible for obtaining the Utility Services during the License Period.
- I.5. The Selected Bidder shall deposit and maintain with AAICLAS the Security Deposit for the entire License Period. The Security Deposit shall be a sum equivalent to INR 58 crores (Indian Rupees Fifty Eight crores).
- I.6. The Selected Bidder shall pay all applicable Government Taxes including GST presently at the rate of 18% (eighteen percent) or at the rates declared by Government of India or State

Government from time to time.

- II.** License Period: Twenty (20) years or until 31 March 2047, whichever is earlier, starting from the COD or Commencement Date, whichever is earlier, which may be extended in the last year of the License Period for a further period of ten (10) years at AAICLAS' discretion, subject to approval from AAI, through a competitive bidding process. The existing Licensee will have the Right of First Refusal (within 10% of highest bid) provided that the performance, quality and efficiency of the Cargo Services provider by the Selected Entity are satisfactory and in compliance with the Minimum Service Standards stipulated by AAICLAS in the Tender Document.
- III.** The prospective Bidders are requested to go through the Bid conditions and visit the Airport to assess the feasibility of business / undergo proper diligence study and thereafter may submit the Bid.
- IV.** The prospective Bidders are required not to give any conditional bid and adhere to the terms and conditions indicated in the Bid Tender Documents provided by AAICLAS. Conditional bids would be summarily rejected.
- V.** The following are the broad timelines to be followed:

Particulars	Timelines
Issuance of LOA	To be intimated
Formation of SPV	Within 30 days from Letter of Award
Security clearance	Within 120 days from issuance of LOIA
Signing of Agreement	Within 30 days from Letter of Award
Commercial Operation Date	No later than underpass completion date or 18 months from Effective Date, whichever is later

Non-adherence of above timeline by the Selected Bidder will result in cancellation of LOIA/LOA/ Agreement at sole discretion of AAICLAS unless extended by AAICLAS, failing which AAICLAS shall have the right to forfeit the Bid Security.

VI. Handing Over of Site:

- a) The site will be handed over on an “as is where is basis” to the Selected Bidder upon fulfillment of conditions of award within the stipulated time as described in this Tender Document.
- b) If the Licensee fails to complete the conditions of the award which are prerequisite for handing over of site, actual handing over of sites shall only be done after completion of all conditions of award in accordance this Tender Document.
- c) The Licensee hereby agrees and acknowledges that it shall not have the right to sell, sub-lease, alienate, charge, hypothecate or otherwise encumber the site and/or the Fixed Assets/ land/

buildings owned by AAICLAS and leased to the Licensee.

E-Tendering Guidelines to Bidders

E-Tendering participation requirements: Interested Bidders 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 Bidders for the e-submission of the bids online through e- Procurement Portal 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

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

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

Tel: 0120-4200462, 0120-4001002

Mobile: +91 8826246593

E-Mail: support-eproc@nic.in

For any Policy related matter / clarifications, please contact Department of Expenditure, Ministry of Finance.

E-Mail: cPPP-doe@nic.in

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

- a. In order to facilitate the vendors / Bidders as well as internal users from AAICLAS, Helpdesk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist Users on issues related to the use of Central Public Procurement Portal (CPPP).
- b. Before submitting queries, Bidders are requested to follow the instructions given in “**Guidelines to**

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Bidders” and get their computer system configured according to the recommended settings as specified in the portal at **“System Settings for CPPP”**.

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

Regional Manager (NR), AAICLAS
AAICLAS Complex, Delhi flying Club Road
Safdarjung Airport
New Delhi 110003
Email: rm.nr@aaiclas.aero
Contact No.: 011-24667728

*** The helpdesk services shall remain closed on government notified Gazetted holidays. For any technical help related to CPP Portal (e-Tender) the Bidder may contact to the following AAICLAS help desk numbers on all working days only between**

- 1000 hrs to 1800 hrs (Mon-Fri)-
011-24632950, Ext-3512 (Six Lines), E-Mail:- eprochelp@aai.aero
 - 0930 hrs to 18.00 hrs (Mon-Fri)-
011-24632950Ext-3523, E-Mail:- etendersupport@aai.aero; sanjeevkumar@aai.aero
 - 0930 hrs to 1800 hrs (Mon-Fri)-
011-24657900, E-Mail:- gmitchq@aai.aero
1. The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.
 2. For queries related to the tenders published on the portal, Bidders are advised to contact Bid Manager as mentioned.

2.1. INTRODUCTION

2.1.1. Background

- 2.1.1.1. AAI Cargo Logistics and Allied Services Company Ltd. (“**AAICLAS**”) was incorporated on 11th August 2016 under the Companies Act, 2013 as a wholly owned subsidiary of Airports Authority of India (“**AAI**”). AAICLAS is India’s major air cargo terminal operator, with its pan India presence at more than 50 airports handling of international cargo and domestic air cargo etc. AAICLAS also manages in-line baggage handling system at AAI Airports. AAICLAS accounts for more than half of the air cargo annual handling capacity in India. It is also mentioned that India’s domestic air transport market is among the fastest growing in the world. The domestic air freight sector in India has grown at a CAGR of about 7% pre-covid. AAICLAS facilitates the trade by adding more domestic terminals pan India. Currently, AAICLAS has domestic terminal facilities at 33 airports in India, and additionally, AAICLAS has taken special regulatory (BCAS) permissions to handle cargo through the domestic passenger terminal at 15 airports, to facilitate the trade. Additionally, AAICLAS is planning to create domestic air cargo handling facilities at more than 20 airports in the upcoming years, Notably, AAICLAS is also in the process of digitization of air cargo terminals. Domestic air cargo handling by AAICLAS almost regained its momentum after the fall during the COVID19 pandemic phases I & II. In the FY 2021-22, AAICLAS has handled more than 8 lakh MT of air cargo pan India.
- 2.1.1.2. Considering the growth potential of air transport, the potential of domestic air cargo movement too was recognized. The opportunity in domestic air sector was expanding with the growth in clients like auto manufacturers, e-commerce operators, engineering and fashion industry as Indian economy was growing fast and aviation was growing in double digits. Business was becoming very competitive, it required their parcels and merchandise such as auto parts, samples, valuables, reagents & perishables etc. across India, urgently day in and day out. Introduction of new airlines, more aircraft frequencies, new sectors and station provided much larger belly capacity. It provided much larger canvas to exploit the potential of domestic air cargo to achieve faster transportation of such time sensitive products to their destinations.
- 2.1.1.3. To continue its endeavor of ensuring highest standard of services, AAICLAS has decided to undertake international competitive bidding process for the selection of a Licensee for Development of a New Cargo Terminal at Kolkata Airport on DBFOT basis (the “**Project**”) in accordance with the procedure set out herein for selecting an entity for the implementation of the Project.
- 2.1.1.4. AAICLAS intends to qualify and short-list eligible Bidders (the “**Qualified Bidders**”) who have the Technical and Financial Capacity as specified in Clause 2.2.2.2 and Clause 2.3.2 of the Tender Document. The Financial Bid of only the Qualified Bidders will be opened for evaluation in accordance with this Tender Document. The Selected Bidder shall incorporate a special purpose vehicle (SPV) under the (Indian) Companies Act, 2013 (the “**Licensee**”) or undertakes to incorporate as such within 30 (thirty) days of the issuance of the LOIA for implementing the Project, as applicable, as per the provision of Clause 2.3.4

of this Tender Document. The Licensee shall be responsible for implementing the Project in accordance with the agreement to be entered between the Licensee and AAICLAS (the “**Agreement**”) in the form provided as part of the Bidding Documents pursuant hereto.

- 2.1.1.5. AAICLAS, in consultation with AAI, shall provide land of approximately 13.41 acres for domestic and international cargo operations. It shall also provide an area of 2.23 acres for parking at a separate location. AAI shall also provide an operational area for transshipment as per the requirement of the Licensee, subject to a cap of 3.88 acres. AAICLAS/AAI shall not be obligated to refund or recover for amount arising due to discrepancy in the measured area up to +/- 1%.
- 2.1.1.6. AAICLAS shall grant and authorise the Licensee for development of a New Cargo Terminal at Kolkata Airport on DBFOT basis in accordance with the provisions of this Tender Document.
- 2.1.1.7. AAICLAS intends to invite proposal from suitable Bidders to select an entity for awarding the Project, through an international competitive Bidding Process in accordance with the procedure set out herein.
- 2.1.1.8. **NON-EXCLUSIVITY**

The grant of the Project to the Selected Bidder shall be on a non-exclusive basis, to provide services at Kolkata Airport. The Bidders agree and acknowledge that at any time during the License Period, the airport operator/ AAI/ AAICLAS may enter into separate agreements with any other party for providing services at Kolkata Airport. It is understood and agreed that nothing in this Tender Document is to be construed to grant or authorize the granting of an exclusive right to the Licensee of Kolkata Airport.

The Selected Bidder shall be required, *inter alia*, to provide the services at Kolkata Airport in accordance with the technical specifications and Minimum Service Standards as detailed in Clause 10.3 read with Schedule IV of this Tender Document.

- 2.1.1.9. AAICLAS will provide the existing infrastructure on an “*as is where is*” basis to the Selected Bidder. AAICLAS cannot guarantee that all space requirements of the Selected Bidder can be accommodated at the Airport.
- 2.1.1.10. AAICLAS shall receive Bids pursuant to this tender document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by AAICLAS (collectively the “**Bidding Documents**” or “**Tender Document**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.1.4.1 of this Tender Document for submission of Bids (“**Bid Due Date**”).

2.1.2. Airport Background

- 2.1.2.1 Bidders shall note that the requirements as set-out in this Article are not exhaustive and the Bidders shall be required to do a detailed study, analysis and assessment and provide a detailed solution so as to ensure all requirements and qualities catering to the business,

technical, support and operations requirements that newly created cargo facilities should cater to, are met.

- 2.1.2.2 The cargo terminal at Netaji Subhash Chandra Bose International Airport, Kolkata (“**Kolkata Airport**”) was commissioned on 5th October 1975. It has got facilities for processing imports, export, international courier, transshipment cargo, unaccompanied baggage, bonded trucking, perishable cargo and domestic cargo handling. The Bidders are also encouraged to visit Kolkata Airport and familiarize themselves with the Project. The Bidder shall make a formal request in writing to AAICLAS, seeking permission for visiting Kolkata Airport at least 5 (five) days prior to the day on which the Bidder intends to undertake such a visit. Upon receipt of the Bidder’s aforesaid request, AAICLAS may, in its sole discretion and subject to fulfillment of the requisite protocols, allot a specific date and timeslot to the Bidder in this regard.

2.1.3. Brief description of Bidding Process

- 2.1.3.1. AAICLAS has adopted a single stage electronic Bidding Process for selection of the Selected Bidder for award of the Project, comprising of Technical Capacity and Financial Capacity (collectively referred to as the “**Bidding Process**”), to be submitted in accordance with Clause 2.3.2 of this Tender Document.

- 2.1.3.2. The Bidders are being called upon to submit their Technical Capacity and Financial Capacity details (“**Technical Bid**”) and financial quote in the format specified on the CPPP (“**Financial Bid**”). (Technical Bid and Financial Bid shall collectively referred as “**Bid**”) in accordance with the terms specified in this Article and other documents provided by AAICLAS.

- 2.1.3.3. Upon completion of evaluation of Financial Bids, the Qualified Bidders will finally be ranked in ascending order.

2.1.3.4. Tender Fee

The Bidder shall pay a non-refundable fee of INR 50,000/- inclusive of applicable taxes (if any) (“**Tender Fee**”) against the Bidding Documents. The Tender Fee is to be submitted through NEFT/RTGS only in the below mentioned bank A/c details:

ACCOUNT No.	Bank Name	IFSC Code	ACCOUNT NAME
000705044092	ICICI Bank	ICIC0000007	AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD

- (i) The Bidders shall ensure that the net credit in AAICLAS’ s account shall be for an amount equal to the Tender Fee inclusive of GST and applicable taxes (if any). Any applicable bank charges shall be borne by the Bidder.
- (ii) AAICLAS shall not be responsible or liable for any delay in the credit of such payment

made by the Bidder. Bid without payment of Tender Fee will not be accepted.

- 2.1.3.5. The Bid shall be valid for a period 180 (one hundred eighty) days from the Bid Due Date (“**Bid Validity Period**”).
- 2.1.3.6. The Bidder is required to deposit, along with its Bid, a Bid Security of INR 1,48,00,000 (“**Bid Security**”), refundable no later than 60 (sixty) days from the Financial Bid opening date, except in the case of the Selected Bidder whose Bid Security shall be converted to Performance Security under the Agreement. Bidders to submit Bid Security through NEFT/RTGS only in the below mentioned bank A/c details:

ACCOUNT No.	Bank Name	IFSC Code	ACCOUNT NAME
000705044092	ICICI Bank	ICIC0000007	AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD

In this case, refund of Bid Security as per terms and conditions of this Article shall be sent to the respective source account from where Bid Security was received.

- 2.1.3.7. The Bid Security and Tender Fee in any other form except as provided for in this Article, shall not be accepted.
- 2.1.3.8. The Bidders are instructed to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.
- 2.1.3.9. The Bid Security submitted by the Selected Bidder shall be retained as Performance Security as set out in Article 9 of this Tender Document. The Performance Security shall be provided as a security for the performance of the Selected Bidder’s obligations as per Article 9 of this Tender Document and may be enforced by AAICLAS in the manner as more particularly set out under therein.
- 2.1.3.10. Any queries or request for additional information concerning this Tender Document shall be submitted through CPPP only (<http://etenders.gov.in/eprocure/app>). Any correspondence through E-MAIL or BY POST shall be summarily rejected and will not be accepted for any reasons, whatsoever.

2.1.4. Schedule of the Bidding Process

- 2.1.4.1 AAICLAS shall endeavor to adhere to the Bid process schedule, as prescribed below. However, all scheduled dates indicated in the Bid process schedule are subject to change at the sole discretion of AAICLAS, without the requirement of any prior notice to the Bidders.

S. No.	Details	Date
1.	RFP Published date	15 September 2025
2.	Pre-bid conference	29 September 2025

3.	Site Visit	To be intimated later
4.	Last date for submission of queries related to E-Bid (if any), on NIC CPP Portal only	06 October 2025
5.	AAICLAS response to queries latest by	16 October 2025
6.	Bid submission closing date (Bid Due date)	30 October 2025
7.	Technical Bid opening date	31 October 2025
8.	Undertaking on Conflict of Interest as per the format set forth in Annexure 9 of this Tender Document	07 November 2025
9.	Financial Bid opening date	20 November 2025

2.1.5. Pre – Bid Conference

Pre-bid conference of the Bidders shall be convened at AAICLAS Headquarters, New Delhi as per the following schedule:

Date	Time	Venue
29 September 2025	14:30 HRS	AAICLAS Complex, Delhi flying Club Road, Safdarjung Airport New Delhi 110003

2.2. INSTRUCTIONS TO BIDDERS

2.2.1. General terms of Bidding

- 2.2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another bid for the Project either individually or as a Member of any other Consortium, as the case may be.
- 2.2.1.2 The Technical Bid, including materials evidencing the Technical Capacity and Financial Capacity, should be furnished online in Cover – I in the formats prescribed in this Tender Document. The Financial Bid should only be provided on CPPP in the format as specified therein (format provided for reference under Appendix IX (B)), clearly indicating the amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event the Financial Bid or any information regarding the same is submitted as part of the Technical Bid or through any other means of communication not permitted under this Clause 2.2.1.2, AAICLAS reserves the right to reject such Bid. No Financial Bid shall be submitted in a currency other than Indian National Rupees (INR).
- 2.2.1.3 The Bidders shall submit their respective Bids online only at the CPPP at <https://etenders.gov.in/eprocure/app>. Any Bid submitted in physical form shall be rejected by AAICLAS. For the purpose of submission of the Bid online, a Bidder shall first register itself on the CPPP.

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- 2.2.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.2.1.5 Non-compliance with the instruction contained in this Article 2 shall render the Bid liable to be rejected.
- 2.2.1.6 This Tender Document has been issued only to the Bidders and shall not be transferred to anyone at any point of time during the Bidding Process.

2.2.2. Eligibility of Bidders

- 2.2.2.1 For determining the eligibility of bidders (“**Bidders**”) for their selection hereunder, the following shall apply:

- (i) The Bidder may be a single entity (which may be a natural person, private entity, government-owned entity) or the “**Consortium**” (a group of at maximum of two entities), coming together to implement the Project.

However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be a Member of another Bidder. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.

- (ii) The Bidder shall be eligible to participate under the extant laws including but not limited to applicable orders issued by the Central Government (including Order No. F/No.6/18/2019-PPD, Order No. P- 45021/112/2020-PP (BE-II) (E-43780) and Order No. F.No. 7/10/2021-PPD (1) Ministry of Finance, Ministry of Commerce and Industry, Department of Expenditure, Public Procurement Division dated 23 July 2020, 24 August 2020, 23 February 2023 and as per amendments from time to time). The Bidder, who have beneficial ownership in countries which share land border with India and intend to participate in public procurement in India have to get registered with the competent authority.
- (iii) For getting registered with the competent authority the Bidder needs to apply for “Registration” and for “Security Clearance” in the format provided in above mentioned orders. Only those Bidders who have been registered with the competent authority will be allowed to participate in this process.
- (iv) A Bidder may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an Agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.3.5 of this Tender Document.
- (v) The 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. In the event of disqualification, AAICLAS shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or

Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by AAICLAS and not by way of penalty for, *inter alia*, the time, cost and effort of AAICLAS, including consideration of such Bidder's proposal ("**Bid Damages**"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to AAICLAS under the Bidding Documents and/or the Agreement or otherwise. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a.1) The Bidder, its Member or Affiliate (or any constituent thereof) and any other Bidder, its Member 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 the Bidder, its Member or an Affiliate thereof or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, or Affiliate, as the case may be in the other Bidder, its Member or Affiliate is less than 20 % (twenty per cent) of the aggregate issued 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, AAI, Govt. of India or a public financial institution referred to in Section 2 (72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.2.1(v), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is controlled by a person through management Control or otherwise, the entire shareholding held by such Controlled intermediary in any other person ("**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (bb) subject always to sub-clause (aa) above, where a person does not exercise Control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the aggregate issued subscribed and paid up equity shareholding of such intermediary; or
- b.1) A constituent of such Bidder is also a constituent of another Bidder; or
- c.1) Such Bidder, its Member or any Affiliate thereof receives or has received or has

entered into an agreement to receive, any direct or indirect subsidy, grant, License loan or subordinated debt from any other Bidder, its Member or any Affiliate thereof or has provided or has entered into any agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Affiliate thereof; or

- d.1) Such Bidder has the same legal representative for purposes of the Bid as any other Bidder; or
- e.1) Such Bidder, or any Affiliate thereof, has a relationship with another Bidder, or any Affiliate thereof, directly or indirectly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f.1) Such Bidder, or any Affiliate thereof has participated as a consultant to AAICLAS 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 2.2.2.1, 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, AAICLAS shall place reliance upon the declaration to be submitted by the Bidder in the form of acceptance of AAICLAS' s Tender Document conditions/ other documents forming part of Technical Bids.

- g.1) In the event, the declaration submitted by the Bidder 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. In such event, punitive actions shall be taken by AAICLAS as per provision of this Tender Document.
- (vi) The Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of AAICLAS in relation to this Project is engaged by the Bidder, its Members or any Affiliate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (a) issue of the LOIA/LOA or (b) execution of the Agreement. In the event, any such adviser is engaged by the Selected Bidder after issue of the LOIA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOIA or the Agreement and without prejudice to any other right or remedy of AAICLAS, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which AAICLAS may have thereunder or otherwise, the LOIA or the Agreement, as the case

may be, shall be liable to be terminated without AAICLAS being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Affiliate in the past, but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such an adviser is engaged after 3 (three) year from the Commercial Operation Date.

- (vii) If the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) is an existing or past Licensees or licensees of AAI and/or AAICLAS intending to participate in response to Tender Document, then the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) shall not have any amounts including interest outstanding and payable to AAI and/or AAICLAS (“**Outstanding Dues**”) for the period up to 30th June 2025 in respect of all the units of AAICLAS (where the participating tenderer is operating Licenses/licenses or had operated Licenses /licenses) as on Bid submission date.

In addition, if the Bidder is a private or public limited company, partnership firm or sole proprietor and any of the directors/partners/sole proprietor of such company is also a director of any other company or partner of such company or a sole proprietor having established business with AAICLAS and has outstanding dues payable to AAICLAS, then the Bidder shall not be eligible to participate in the Bidding Process.

- a.1) Bidders are required to pay all Outstanding Dues (until 30th June 2025) on or before the Bid Due Date. In confirmation of the aforesaid, the Bidder shall submit a No Dues Certificate and undertaking in the format set forth in **Annexure 6 (B)** issued by respective airport where the Bidder/ Member / Affiliate is / was providing services (“**No Dues Certificate**”). A Bid without the No Dues Certificate shall be rejected by AAICLAS as non-responsive. For avoidance of doubt, any disputed amount which is referred for dispute resolution/arbitration by AAICLAS shall not be considered as Outstanding Dues.
- b.1) During the intervening period i.e., after the submission of Tender Document and before finalization of award, if any amount is found as outstanding against the Selected Bidder, the Selected Bidder shall clear such dues (undisputed ones) before award of the License. For this purpose, all the Bidders shall submit an undertaking as per **Annexure 6 (C)** along with such bid, that in case, the Bidder emerges Selected Bidder, it shall clear all such dues before the award of License.
- c.1) In the event of specific order/judgement from the Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues, the adherence of the above condition will be exempted and regulated in accordance with specific orders.
- d.1) The No Dues Certificate may be obtained from the respective Airport. The

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

- (viii) The Bidder shall not be eligible to submit the Bid under the Bidding Documents and may be disqualified if:
- a.1) Its Member or its Affiliates, 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 Bidder or the Affiliates where they are 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; or
 - b.1) it or its directors have been convicted of any offence in India or abroad in any of the preceding 3 (three) years from Bid Due Date.
- (ix) There is no pending, active or previous legal action that prevents the Bidder from submitting the Bid and executing the Agreement or fulfilling the conditions on the Project.
- (x) The Bidder should, in the preceding 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Affiliate. The Bidder, including its Affiliate shall not be entitled to submit another Bid.
- (xi) Any Bidder/ Member whose security clearance is revoked or suspended by BCAS for any cause whatsoever including after the submission of Bid and/ or at any stage of the Bidding Process, shall not be eligible to participate in the Bidding Process. In confirmation of the same, Bidders and Members shall submit an undertaking in the format set forth in **Annexure 10**, confirming that their security clearance is not revoked or suspended by BCAS.

2.2.2.2 To be eligible for shortlisting, the Bidder shall fulfill the following conditions of eligibility:

- (A) **Technical Capacity:** The Bidder will be required to demonstrate that it meets the Technical Criteria as per Clause 2.3.2 (A) of this Tender Document.
- (B) **Financial Capacity:** The Bidder will be required to demonstrate that it has the required Minimum Turnover and Net Worth, as may be applicable, as per Clause 2.3.2 (B) of this Tender Document. The Bidder shall provide a certificate from the Statutory Auditor stating the Turnover of the Bidder for FY 2021-22, FY 2022-23, and FY 2023-24 and Net Worth as at the end of financial year FY 2023-24. For the avoidance of doubt, the financial year shall, for the purposes of a Bid hereunder, mean the Accounting Year followed by the Bidder in the course of its normal business.

- 2.2.2.3 In computing the Technical Capacity and Financial Capacity of the Bidder under Clause 2.2.2.2 and Clause 2.3.1 of this Tender Document, the Technical Capacity and the Financial Capacity of their respective Affiliates would also be eligible hereunder.

2.2.3. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Airport and ascertaining for themselves the site conditions, traffic inflow, location, surroundings, climate, availability of power, water and other utilities for installation of equipment and operation, access to site, handling and storage of materials, Applicable Laws and regulations, and any other matter considered relevant by them.

Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender Document.

The following are the contact details of the representative for Kolkata Airport site visit:

Regional Manager (NR), AAICLAS
AAICLAS Complex, Delhi flying Club Road
Safdarjung Airport
New Delhi 110003
Email: rm.nr@aaiclas.aero
Contact No.: 011-24667728

2.2.4. Acknowledgement by Bidder

- 2.2.4.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (i) made a complete and careful examination of the Tender Document;
 - (ii) received all relevant information requested from AAICLAS;
 - (iii) acknowledged and accepted the risk(s) of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of AAICLAS relating to any of the matters referred to in Clause 2.2.4 above;
 - (iv) satisfied itself about all matters, things and information including matters referred to in Clause 2.2.4 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.2.4 hereinabove shall not be a basis for any claim for

compensation, damages, extension of time for performance of its obligations, loss of profits etc. from AAICLAS, or a ground for termination of the Agreement by the Selected Bidder;

- (vi) acknowledged that it does not have a Conflict of Interest; and
- (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.2.4.2 AAICLAS shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Document, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by AAICLAS.

2.2.5. Right to accept or reject any or all Bids

2.2.5.1 Notwithstanding anything contained in this Article, AAICLAS reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that AAICLAS rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.2.5.2 Without prejudice to the Clause 2.2.5.1 above, AAICLAS reserves the right to reject any Bid if:

- (i) At any time, a material misrepresentation is made or uncovered, or
- (ii) The Bidder does not provide, within the time specified by AAICLAS, the supplemental information sought by AAICLAS for evaluation of the Bid;

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then AAICLAS reserves the right to take any such measure as may be deemed fit in the sole discretion of AAICLAS, including annulment of the Bidding Process.

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

AAICLAS shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to AAICLAS under the Bidding Documents and/ or the Agreement, or under Applicable Laws.

2.2.5.4 AAICLAS reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document. Any such verification or lack of such verification by AAICLAS shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of AAICLAS thereunder.

2.2.5.5 The Selected Bidder shall procure all Applicable Permits and security clearances under the Applicable Laws, within 120 (one hundred and twenty) days from the date of issuance of LOIA. Selected Bidder shall apply for security clearance through e-Sahaj (<https://esahaj.gov.in/esahajmoca/>). In case, the Selected Bidder fails to obtain the applicable security clearance within 120 (one hundred and twenty) days from the LOIA, AAICLAS, at its discretion, reserves the right to extend the period up to an additional period of 90 (ninety) days (“**Additional Extension**”) for obtaining the applicable security clearance, provided, the Selected Bidder has submitted all the required documents within 10 (ten) days of the issue of LOIA or the timeline as stipulated in the LOIA, and provides reasonable justification for not being able to obtain such security clearances for reasons beyond its control. In the event, the Selected Bidder fails to procure security clearance even after such Additional Extension, AAICLAS may annul the Bidding Process and invite fresh bids. AAICLAS also reserves the right to forfeit the Performance Security of the Selected Bidder who is unable to obtain the necessary security clearances even after such Additional Extension.

It is the responsibility of the Selected Bidder to obtain at its own costs, all Applicable Permits and clearances from the respective authorities within the time prescribed by AAICLAS.

2.2.6. Clarifications

2.2.6.1 Bidders requiring any clarification(s) on the Tender Document may notify AAICLAS through CPPP only (<http://etenders.gov.in/eprocure/app>). They should send in their queries before the date specified in the schedule of the Bidding Process. AAICLAS shall endeavor to respond to the queries within the period specified therein. AAICLAS will publish all the queries and its responses thereto on CPPP only (<http://etenders.gov.in/eprocure/app>) for the benefit of all the Bidders of the Tender Document without identifying the source of queries.

2.2.6.2 AAICLAS shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AAICLAS reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AAICLAS to respond to any question(s) or to provide any clarification(s).

2.2.6.3 AAICLAS may also on its own motion, if deemed necessary, issue interpretation(s) and

clarification(s) to all Bidders. All clarifications and interpretations issued by AAICLAS shall be deemed to be part of the Bidding Documents. Verbal clarification(s) and information given by AAICLAS or its employees or representatives shall not in any way or manner be binding on AAICLAS and shall not alter the terms of the Tender Document.

2.2.6.4 To facilitate evaluation of Bids, AAICLAS may, at its sole discretion, seek clarification(s) through shortfall at eCPMP portal from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by AAICLAS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through – CPMP (<http://etenders.gov.in/eprocure/app>) only.

2.2.6.5 If the Bidder does not provide clarification(s) sought by AAICLAS under Clause 2.2.6.4 and Clause 2.3.3.3 of this Tender Document within the prescribed time, its Bid shall be liable to be rejected in accordance with the provisions of Clause 2.2.5 of this Tender Document.

In case the Bid is not rejected, AAICLAS may proceed to evaluate the Bid by construing the particulars requiring clarification(s) to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of AAICLAS.

2.2.6.6 AAICLAS has appointed an Independent External Monitor (“IEM”) for the purpose of monitoring the Bidding Process as well as execution of the Agreement for compliance with the principles specified in the Integrity Pact. The co-ordinates of the IEM are as under:

(1) Shri Thanglura Darlong
541, Delhi Apartment, Plot No. 15C,
Sector-22, Dwarka, New Delhi-110077
Mobile No.7042825094
Email- thangluradarlong@yahoo.com

(2) Shri Sarvagya Kumar Srivastava
370, Asiad Village Complex, Siri Fort, New Delhi-110049
Mobile No.-9810704614
Email- sarvagyas@hotmail.com

2.2.7. Amendment of Tender Document

2.2.7.1 At any time prior to the Bid Due Date, AAICLAS may, for any reason, whether at its own initiative or in response to clarification(s) requested by the Bidder, modify the Tender Document by the issuance of addenda.

2.2.7.2 Any Addendum thus issued will be posted only on CPMP. All Addendum shall be the part of the Tender Document.

2.2.7.3 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, AAICLAS may, in its sole discretion, extend the Bid Due Date.

2.2.8. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations in English, duly authenticated and certified by the Bidder. Supporting documents, which are not translated into English, may not be considered in evaluation of the Bid. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.2.9. Format and signing of Bid

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

2.2.9.2 All Bids should be submitted only through CPPP (<http://etenders.gov.in/eprocure/app>). For the purpose of submission of the Bid online, a Bidder shall first register itself on the CPPP.

2.2.9.3 The following conditions shall be adhered to while submitting the Bid:

- (i) The Bid Documents shall be digitally signed by the Bidder or person(s) duly authorized by the Bidder, at all times while uploading the Bid Documents, to bind the Bidder to the terms and conditions of the Agreement. The later authorization shall be indicated by scanned copy of written power of attorney accompanying the Bid. All the documents of the Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid;
- (ii) **Bidders shall ensure that DSC should be issued in the name of the Authorized Signatory as per Power of Attorney only and same shall be used for submission of Bid.** Failing from this will make the Bid unresponsive and Bid shall be rejected by AAICLAS;
- (iii) Information provided by the Bidder must apply to the Bidder;
- (iv) In responding to the Tender Document, Bidders should demonstrate their eligibility in accordance with Clause 2.3.2 of this Tender Document;
- (v) Except as specifically provided in this Article, no supplementary material will be entertained by AAICLAS, and that evaluation will be carried out only on the basis of Bidding Documents received by the closing time for the Bids as specified in schedule of the Bidding Process. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, AAICLAS reserves the right to seek clarifications under and in accordance with Clause 2.3.3.3.

2.2.10. Submission of Bids

- 2.2.10.1 The Bidder shall submit the Bid in the format specified at Appendix and Annexures, together with the documents specified in Clause 2.2.10.2. All correspondence relating to this Article should be through the online CPPP (<http://etenders.gov.in/eprocure/app>) only.
- 2.2.10.2 The Bidder shall upload the complete and legible scanned copies of the following documents, as also mentioned in Appendix XVI in pdf format in “Cover-1” at the CPPP:
- (a) **Appendix I:** Acceptance Letter (Unconditional Acceptance Letter) along with annexures and supporting documents;
 - (aa) **Annexure 1:** Details of the Bidder;
 - (bb) **Annexure 2:** Details of Eligible Project;
 - (cc) **Annexure 3:** Certificate from the Statutory Auditor regarding Technical capacity;
 - (dd) **Annexure 4 (A) and 4 (B):** Financial Capacity of the Bidder;
 - (ee) **Annexure 5:** Certificate from Statutory Auditor regarding Affiliate;
 - (ff) **Annexure 6 (A):** Undertaking with information on contracts with AAICLAS;
 - (gg) **Annexure 6 (B):** Format of outstanding dues/ no dues certificate;
 - (hh) **Annexure 6 (C):** Format of undertaking for clearing all dues before issuance of LOIA;
 - (ii) **Annexure 7:** Integrity Pact;
 - (jj) **Annexure 8:** Undertaking on Total Responsibility;
 - (kk) **Annexure 9:** Undertaking on Conflict of Interest
 - (ll) **Annexure 10:** Undertaking on security clearance
 - (b) **Appendix II:** Statement of Legal Capacity on the letterhead;
 - (c) **Appendix III:** Duly notarized/legalized Power of Attorney for signing the Bid;
 - (d) **Appendix IV:** Power of Attorney for Lead Member of Consortium¹ (if applicable);
 - (e) **Appendix V:** Joint Bidding Agreement (applicable in case of Consortium);
 - (f) **Appendix VI:** List of near relatives employed in AAICLAS;
 - (g) **Appendix VII:** Document of incorporation;
 - (h) **Appendix VIII:** Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
 - (i) **Appendix IX (A):** Format of Financial Bid;

¹ Further, in case of Consortium, each Member shall provide separate Power of Attorney, authorizing their respective signatories having authority to issue Power of Attorney to the Lead Member of the Consortium

- (j) **Appendix IX (B):** Format of BOQ;
- (k) **Appendix X:** Duly audited financial statements of the Bidder for financial years; viz., FY 2021-22, FY 2022-23 and FY 2023-24;
- (l) **Appendix XI:** Letter of Undertaking;
- (m) **Appendix XII:** Affidavit;
- (n) **Appendix XIII:** Declaration;
- (o) **Appendix XIII(A): Undertaking regarding debarment/ blacklisting/ restraintment**
- (p) **Appendix XIV: Copy of the Tender Document signed by the Authorised Signatory;**
- (q) **Appendix XV: Letter of Undertaking;**
- (r) **Appendix XVI: Submission of Checklist.**

2.2.10.3 The Bidder shall submit the Financial Bid separately in the format uploaded on CPP Portal (format provided for reference under Appendix IX (A) and Appendix IX (B)).

2.2.10.4 The Bid Security shall be paid through NEFT/RTGS only in the below mentioned bank A/c details, failing which the Bid shall be rejected:

ACCOUNT No.	Bank Name	IFSC Code	ACCOUNT NAME
000705044092	ICICI Bank	ICIC0000007	AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD

2.2.10.5 Following documents shall be submitted by Selected Bidder on demand by AAICLAS in original before issuance of LOIA, failing which the Bid shall be rejected, Bid Security will be forfeited, and the agency will be debarred for 1 (one) year.:

- (a) Acceptance Letter - (Unconditional Acceptance Letter) Appendix I;
- (b) Power of Attorney as required under as per format at Appendix III and Appendix IV;
- (c) Joint Bidding Agreement in the format at Appendix V;
- (d) Integrity pact in the format at Annexure 7 of Appendix I;
- (e) Affidavit as per format at Appendix XII;
- (f) Statement of Legal Capacity as per format at Appendix II.

2.2.11. Bid Due Date

2.2.11.1 The Bid shall be uploaded by the Bidders on the CPPP on or before date and time mentioned in schedule of the Bidding Process for the Bid Due Date.

2.2.11.2 Bids shall only be submitted through the CPPP. Bidders are advised to submit the Bids through online portal well in advance to avoid network problems. AAICLAS shall not be responsible for any inability for submission of Bids within the Bid Due Date due to such technical problems/errors.

- 2.2.11.3 Bids submitted by hand, post, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.2.11.4 AAICLAS may, in its sole discretion, extend the Bid Due Date by issuing an addendum in accordance with Clause 2.2.7 of this Tender Document uniformly for all Bidders.
- 2.2.11.5 Bids received by AAICLAS after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.2.11.6 In case a bidder has deposited Bid Security and Tender Fee but did not participate in the tender process i.e. the bidder has not submitted his bid on CPPP and his name is not appearing in the bids submitted list, then on request of such party, amount paid towards Bid Security deposited by the party may be refunded after deduction of 10% of Bid Security amount. However, the Tender Fee shall not be refunded in this case.

2.2.12. Modifications/ substitution/ withdrawal of Bids

- 2.2.12.1. No Bid shall be modified, substituted or withdrawn by the Bidder after Bid Due Date.
- 2.2.12.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by AAICLAS, shall be disregarded.

2.2.13. Opening and Evaluation of Bids

- 2.2.13.1 AAICLAS shall open the Bids at the date and time specified in the schedule of the Bidding Process.
- 2.2.13.1 AAICLAS will subsequently examine and evaluate Bid in accordance with the provisions set out in Clause 2.3 of this Tender Document.
- 2.2.13.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.2.12 of this Article shall not be opened.
- 2.2.13.3 Bidders are instructed that qualification of Bidders shall be at the sole discretion of AAICLAS. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given. The selection in terms of the Bidding Process shall be undertaken in terms of the applicable guidelines of the Central Government including those in relation to public procurement.
- 2.2.13.4 Any information contained in the Bid shall not in any way be construed as binding on AAICLAS, its agents, officials, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.2.13.5 AAICLAS reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons. The Tender Fee shall be non-refundable in all circumstances.

If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, AAICLAS may, in its sole discretion, exclude the relevant information/document from further evaluation. In the event the Bidder furnishes false information or where any information is found to be amounting to a material representation, the Bid is liable to be rejected at any stage, in accordance with the provisions set forth in Clause 2.2.5 of this Tender Document and AAICLAS is free to take any other action as it deems fit.

2.2.14. Details of Technical Capacity and Financial Capacity

- 2.2.14.1 The Bidder should furnish the details of Technical Capacity and Financial Capacity. The Bidder is solely responsible for the accuracy of the details/ documents furnished.
- 2.2.14.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure 2 and Annexure 3 of Appendix I.
- 2.2.14.3 The Bidder should furnish the required information and evidence in support of its claim of Financial Capacity, as per format at Annexures 4 (A), 4 (B) and 5 of Appendix I.
- 2.2.14.4 The Bidders must submit the No Dues Certificate and undertakings as per format at Annexures 6 (A), 6 (B) and 6 (C) of Appendix I.
- 2.2.14.5 The Bidder must furnish an Integrity Pact as per format at Annexure 7 of Appendix I.

2.2.15. Financial information for purposes of evaluation

The Bid must be accompanied by the financial statements/certificates duly certified by the Statutory Auditor.

2.2.16. Confidentiality

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

2.2.17. Test of Responsiveness

- 2.2.17.1 Prior to evaluation of Bids, AAICLAS shall determine whether each Bid is responsive to the requirements of the Tender Document. The Bid shall be considered responsive only if:
- (i) It is received as per format at Appendix-I, including Annexures;
 - (ii) It is received by the Bid Due Date including any extension thereof pursuant to Clause

2.2.11 of this Tender Document;

- (iii) It is accompanied by the Power of Attorney as per format in Appendix-III however in case of a Consortium, it has to be accompanied by the Power of Attorney as per format in Appendix-IV and each Member of Consortium shall provide separate Power of Attorney as per format in Appendix III, authorizing their respective signatories having authority to issue Power of Attorney to the Lead Member of the Consortium;
- (iv) It contains all the information and documents (complete in all respects) as requested in this Article;
- (v) It contains information in the same formats as those specified in this Article;
- (vi) It contains certificates substantially in the formats specified at Appendix- I and Annexures therein;
- (vii) It is accompanied by the Bid Security as specified in Clause 2.1.3.6 and 2.1.3.7 of this Tender Document;
- (viii) It is accompanied with Undertaking and No Dues Certificate (as per Annexures 6 (A), 6 (B), and 6 (C)) along with its Bid on or before the Bid Due Date;
- (ix) It is accompanied by the Joint Bidding Agreement (for Consortium), specific to the License, as specified in Appendix V in this Tender Document;
- (x) It is accompanied by the Integrity Pact, and Undertaking on Total Responsibility in the format specified at Annexure 7 and Annexure 8 respectively of Appendix I;
- (xi) It is accompanied by the statement of legal capacity as per format in Appendix II and list of near relatives employed at AAICLAS as per format in Appendix VI;
- (xii) It is accompanied by the Affidavit as per format in Appendix XII.
- (xiii) It does not contain any condition or qualification;
- (xiv) It is not non-responsive in terms hereof.

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

2.2.18. Qualification and notification

Upon completion of evaluation of Technical Bid, AAICLAS would announce a list of Qualified Bidders who will be eligible for opening of their Financial Bid. At the same time, AAICLAS shall not be bound to notify the other Bidders that they have not been qualified. AAICLAS will not entertain any query or clarification from Bidders who fail to qualify.

2.2.19. Proprietary data

Privileged & Confidential
Not for external circulation



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

2.2.20. Correspondence with the Bidder

Save and except as provided in this Tender Document, AAICLAS shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.2.21. Bid Security

- 2.2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.3.6 hereinabove.
- 2.2.21.2 AAICLAS shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free.
- 2.2.21.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by AAICLAS as non-responsive.
- 2.2.21.4 Save and except as provided in Clauses 2.1.3.6 above, the Bid Security of unsuccessful Bidders will be returned by AAICLAS, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by AAICLAS, and in any case within 60 (sixty) days from the Financial Bid opening date. Where Bid Security has been paid online through CPPP, the refund thereof shall be in the source account (account from which payment is received) of the unsuccessful Bidder(s).
- 2.2.21.5 The Selected Bidder's Bid Security will be retained, upon the Licensee signing the Agreement as part of the Performance Security in accordance with the provisions thereof.
- 2.2.21.6 AAICLAS shall be entitled to forfeit and appropriate the Bid Security as Bid Damages, inter alia, in any of the events specified in Clause 2.2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that AAICLAS will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity Period as specified in this Article. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.2.21.7 The Bid Security shall be forfeited as Bid Damages without prejudice to any other right or remedy that may be available to AAICLAS under the Bidding Documents and/ or under the Agreement, or otherwise,
- a) a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 2.4 of this Tender

Document;

- b) a Bidder withdraws its Bid during the period of Bid validity as specified in this Article and as extended by mutual consent of the respective Bidder(s) and AAICLAS;
- c) the Selected Bidder fails within the specified time limit –
 - i. to execute and return the duplicate copy of LOIA for the Project; or
 - ii. to execute the Agreement for the Project; or
 - iii. if there is a Conflict of Interest as under Clause 2.2.2.1(v) ; or
 - iv. in case pre-qualification conditions have not been met or Bidder has made material misinterpretation or given materially incorrect/ false information.
- d) the Selected Bidder, having signed the Agreement, commits any breach thereof.

2.3. CRITERIA FOR EVALUATION

2.3.1. Evaluation parameters

2.3.1.1 The Bidder's eligibility shall be established by the following parameters (“**Threshold Eligibility Criteria**”):

- (a) Technical Capacity; and
- (b) Financial Capacity.

2.3.1.2 Only those Bidders who fulfill the Threshold Eligibility Criteria submitted through Technical Bid specified in Clause 2.3.2 of this Tender Document and in accordance with Annexures hereto, shall qualify for short-listing under Clause 2.3 of this Tender Document. The Bids of the Bidders who do not meet the Threshold Eligibility Criteria shall be rejected/disqualified.

2.3.1.3 In computing the Technical Capacity and Financial Capacity of the Bidder under Clause 2.2.2.2 and Clause 2.3.1 of this Tender Document, the Technical Capacity and the Financial Capacity of their respective Affiliates would also be eligible hereunder.

2.3.2. Technical Bid Document

To be eligible for qualifying under the Technical Bid, the Bidder shall fulfill the following conditions of eligibility:

(A) Technical Capacity:

For demonstrating Technical Capacity and experience (“**Technical Capacity**”), the Bidder must satisfy all of the following criteria:

S.No.	Criteria	Documentary proof to be submitted
1.	The Bidder should have at least 1 (one) year of cargo handling/management experience in the previous financial	Experience certificate from Statutory Auditor as per format

	years, viz., FY2017-18 to FY2023-24 with minimum annual cargo handled/managed volume of 60,000 (Sixty thousand) metric ton from a single project	specified in Annexure 3
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Projects undertaken in accordance to the provisions of Clause 2.3.2 (A), would qualify as eligible projects (“**Eligible Project**”). For determination of Technical Capacity of the Bidder, in case any services have been jointly executed by the Bidder (as part of any Consortium), minimum annual volume in accordance to the provisions of Clause 2.3.2 (A) shall be considered only to the extent of its share in the Consortium. The bidder should substantiate its claim for the share in works and/or services done by providing a certificate issued from a Statutory Auditor.

Certificate from the Bidder’s Statutory Auditor must be furnished as per the format given in Annexure 3 of this Tender Document for each Eligible Project.

In the case of Consortium, the certificates shall be submitted for each Member of the Consortium who have at least 26% (twenty-six per cent) equity share in Consortium and whose credentials are being relied upon to meet the Technical Capacity.

(B) Financial Capacity:

For demonstrating financial capacity (“**Financial Capacity**”) the Bidder shall satisfy the following criteria:

S.No.	Criteria	Documentary proof to be submitted
1.	The Minimum Turnover of the Bidder, in any 1 (one) of financial years, viz., FY 2021-22, FY 2022-23, and FY 2023-24, shall be at least INR 150 crore (Indian rupees one hundred and fifty crore). <u>Note:</u> At least 50% of the qualifying minimum turnover should be from the relevant business (cargo handling/.management) for which experience has been claimed	Statutory Auditor’s certificate, of the Bidder as per Annexure 4 (A)
2.	The Bidder should have Net Worth of INR 35 cr in FY 2023-24	Statutory Auditor’s certificate of the Bidder as per Annexure 4 (B)

Note:

- (a) Any Bidder submitting Bid for the Project must meet Financial Capacity criteria as indicated above.
- (b) The Minimum Turnover, and Net Worth of the Bidder shall be in Indian Rupees. No statement for the same shall be submitted in a currency other than Indian Rupees (INR). For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees 85.14

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(Eighty Five Rupees and Fourteen paise) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- (c) The Bidder shall furnish in its Technical Bid, certificate(s) from its Statutory Auditors certifying the Financial Capacity criteria as per Annexure 4 (A) and Annexure 4 (B)

In case of Consortium:

- (d) the audited balance sheets shall be submitted for each Member of the Consortium whose credentials are being relied upon to meet the Financial Capacity as per required in Appendix X. For ample clarity, the weighted average of the turnover of all the Members of the Consortium who have at least 26% (twenty-six per cent) equity share in Consortium shall be considered for examining financial eligibility.
- (e) Experience for any activity relating to an Eligible Project shall not be claimed by more than 1 (one) Member of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- (f) Each member of the Consortium shall have positive Net Worth in FY 2023-24.
- (g) The combined Financial Capacity (Turnover and Net Worth) of the Bidder shall be computed as the weighted sum of Financial Capacity of each member of the Consortium as their proposed equity stake (%) in the Consortium.
- (h) **Unique Document Identification Number (UDIN) for documents provided against Financial Capacity shall be provided in the certificate issued by Statutory Auditor (as applicable).**

2.3.3. Evaluation of Technical Bid

2.3.3.1 AAICLAS shall determine whether each Technical Bid is in compliance with the requirements of the Article.

2.3.3.2 Such Technical Bid(s), which are not in compliance with the requirements of the Article, shall be rejected forthwith and no request for alteration, modification, substitution or withdrawal shall be entertained by AAICLAS in respect of such Technical Bids).

2.3.3.3 AAICLAS reserves the right to seek clarification(s) from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by AAICLAS for this purpose. Any request for clarification(s) and all clarifications(s) in response thereto shall be through CPPP (<http://etenders.gov.in/eprocure/app>) only. If the Bidder does not furnish the clarification(s) within the prescribed time, the Bid shall be liable to be rejected. In the case Bid is not rejected, AAICLAS may proceed to evaluate the Bid by construing the particulars requiring the clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of AAICLAS.

2.3.3.4 Upon completion of evaluation of Technical Bid, AAICLAS would announce a list of Qualified

Bidders, whose Technical Bid have been found to be responsive and in compliance with the requirements of the Article.

- 2.3.3.5 AAICLAS reserves the right to verify all statements, information and documents submitted by the Bidder in response to this Tender Document. Any such verification or the lack of such verification by AAICLAS to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of AAICLAS there.

2.3.4. Requirements of the Single Bidder or Consortium

2.3.4.1 Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of Members in a Consortium shall not exceed 2(two);
- (b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member of the Consortium. Members of the Consortium shall nominate one Member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as prescribed in Appendix IV executed on non-judicial stamp paper of appropriate value and duly notarized by a notary public, signed by all the other Members of the Consortium;
- (c) Undertake that members shall hold and maintain equity shareholding in the same proportion as the proposed equity shareholding during Bid submission for a period of five (5) years from the COD;
- (d) The Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to technical and financial obligations;
- (e) An individual Bidder cannot at the same time be Member of a Consortium applying for the Tender Document. Further, a Member of a particular Bidder Consortium cannot be Member of any other Bidder Consortium applying for Tender Document;
- (f) the Members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this Article, which would enter into the

Agreement and subsequently perform all the obligations of the Licensee in terms of this Tender Document, in case the Project is awarded to the Consortium;

- (ii) clearly outline the proposed roles and responsibilities, if any, of each Member;
- (iii) Undertake that members of the Consortium shall hold and maintain equity shareholding in the same proportion as the proposed equity shareholding during Bid submission until a period of 5 (five) years from COD;
- (iv) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations for the entire License Period; and
- (v) except as provided under this Tender Document and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of AAICLAS.

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

2.3.4.3 A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity for breach of contract by such Bidder or Member nor have had any contract terminated by any public entity for breach by such Bidder or Consortium Member or Affiliate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in Clause 2.3.4.3 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to AAICLAS for seeking a waiver from the disqualification hereunder and AAICLAS may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.3.4.4 While qualification is open to persons from any country, the following provisions shall apply:

- (a) where, on the date of the Bid, more than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of more than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or Control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in subclause above, the continued qualification of the Bidder shall be subject to approval of AAICLAS from national security and public interest perspective. The decision of AAICLAS in this regard shall be final, conclusive and binding on the Bidder.

The holding or acquisition of equity or Control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or Control, by persons acting for themselves or in concert and in determining such holding or acquisition, AAICLAS shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform AAICLAS of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3.5. Change in Ownership

2.3.5.1 By submitting the Bid, the Bidder acknowledges and undertakes that the Lead Member of the Consortium and the Member other than the Lead Member of the Consortium, whose Technical and/or Financial Capacity is considered for the purpose of qualification and shortlisting herein, shall have equity shareholding in the SPV as that proposed during bid submission until a period of 5 (five) years from COD. For the avoidance of doubt, the provisions of this Clause 2.3.5.1 shall apply only when the Bidder is a Consortium.

2.3.5.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in Control of a Member or an Affiliate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the Tender Document, the Bidder shall inform AAICLAS forthwith along with all relevant particulars about the same and AAICLAS may, in its sole discretion, disqualify the Bidder or withdraw the LOIA from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in this Tender Document, AAICLAS shall forfeit and appropriate the Bid Security as compensation in the form of damages and not penalty, payable to AAICLAS for, *inter alia*, time, cost and effort of AAICLAS, without prejudice to any other right or remedy that may be available to AAICLAS hereunder or otherwise. In the event such change in Control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Tender Document, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without AAICLAS being liable in any manner whatsoever to the Licensee. In such an event, notwithstanding anything to the contrary contained in the Tender Document, AAICLAS shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to AAICLAS under the Bidding Documents and/ or this Tender Document or otherwise.

2.3.6. Financial Bid Document

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- 2.3.6.1 In consideration of AAICLAS granting the Licensee the license to use and occupy the land for the Cargo Terminal and parking area, Licensee shall pay AAICLAS from the Commencement Date a consideration of Lease Rental of INR 9210 (Indian Rupees Nine thousand Two hundred and ten) per square meter per annum.
- 2.3.6.2 In consideration of AAI granting the Licensee the license to use and occupy the land for the transshipment operations, Licensee shall pay AAI from the Commencement Date a consideration of Lease Rental of INR 6910² (Indian Rupees Six Thousand Nine Hundred and Ten) per square meter per annum for the utilized land.
- 2.3.6.3 The Lease Rental rates are applicable from 01.04.2025 for a period of three years with 15% escalation every 3 years.
- 2.3.6.4 Each Licensee operating at the Airport(s) is required to calculate Revenue Share (“**Revenue Share**”) as 10% of the “Gross Revenue” from all users.
- 2.3.6.5 The Bidder is required to quote an “Annual License Fee” as the financial bid (“**Financial Bid**”) as per the format provided in Appendix IX (B). Annual License Fee will be subject to 5% year-on-year escalation.
- 2.3.6.6 Quoted Annual License Fee shall be subject to a minimum quote of INR 1 cr (Indian Rupees One Crore)
- 2.3.6.7 The Bidder is required to quote Annual License Fee over and above Lease rental and Revenue Share.
- 2.3.6.8 The Financial Bid shall be furnished in the format as set out under Appendix IX (B) in a MS excel – ‘BOQ’ file which shall be uploaded on the CPP portal clearly indicating the amount in both figures and words and upto 2 (two) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1. Further, in the event of any difference between figures and words, the amount indicated in words shall prevail.
- 2.3.6.9 The Bidders shall submit its Financial Bid as per the format set out in Appendix IX (B) uploaded on the CPP Portal.
- (i) The Bidders shall download the BOQ and shall upload the duly filled file with the Financial Bid. It may be noted that only duly submitted Bids shall be evaluated and Bids just saved but not submitted, shall not be part of the evaluation process.
 - (ii) The Financial Bid of the Bidding Documents is for pricing only.
 - (iii) Conditional Bid shall be liable to rejection. Notwithstanding anything contained in this Article, the price quoted in the Financial Bid shall be firm and fixed in accordance with the terms and conditions set out in the Tender Document) throughout the License Period.

² The lease rental for transshipment differs as it is within operational area

- (iv) Bidder shall provide an all-inclusive financial quote including all other levies, taxes, etc. but excluding GST.
- (v) The Financial Bid shall be evaluated on the basis of highest Annual License Fee as provided in Appendix IX (B).
- (vi) The Bidder shall submit the Financial Bid separately in the format uploaded on CPP Portal (format provided for reference under Appendix IX (B)).

2.3.7. Process of Financial Evaluation

- 2.3.7.1 After opening of Financial Bid, Qualified Bidder with the highest quoted Annual License Fee will be selected subject to fulfillment of conditions within this Tender Document.

2.3.8. Issuance of LOIA

- 2.3.8.1 Upon completion of the Financial Bid and selection of the Selected Bidder, LOIA shall be issued, in duplicate, by AAICLAS to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event, the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, AAICLAS may, unless it consents to extension of time for submission thereof, appropriate the Bid Security as Bid Damages on account of failure of the Selected Bidder to acknowledge the LOIA.

- 2.3.8.2 After acknowledgement of the LOIA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Agreement within the period prescribed in the schedule of the Bidding Process. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Tender Document.

The issue of a LOIA by AAICLAS accepting the Bid and the acceptance of the LOIA by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this Article and the LOIA, including the execution of the Agreement in the prescribed format and within the prescribed time, all to the satisfaction of AAICLAS. The LOIA will be handed to the Selected Bidder or emailed or posted to the Selected Bidder's address as given in the Bid and such handing or emailing or posting shall be deemed good service of such a notice. The LOIA will be deemed to be a LOA after obtaining Security Clearance.

2.4. FRAUD AND CORRUPT PRACTICES

- 2.4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of LOIA/LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, AAICLAS may reject the Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the Bidding Process. In such an event, AAICLAS shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Bid

Damages, without prejudice to any other right or remedy that may be available to AAICLAS under the Bidding Documents and/ or this Tender Document, or otherwise.

2.4.1.1 Without prejudice to the rights of AAICLAS under Clause 2.4.1 hereinabove, if the Bidder is found by AAICLAS to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or restrictive practice during the Bidding Process, or after the issue of the LOIA or the execution of the Agreement, such Bidder or Licensee shall be liable to be terminated by a communication in writing by AAICLAS to such Bidder or Licensee (as the case may be) without AAICLAS being liable in any manner whatsoever to the Bidder or Licensee. In such an event, AAICLAS shall forfeit and appropriate the Bid Security or the Performance Security, as the case may be, and debar such Bidder or Licensee from any tender or RFP issued by AAICLAS for any period not succeeding subject to minimum of 3 (three) years, as the case may be without prejudice to any other right or remedy that may be available to AAICLAS in this regard.

2.4.2 For the purposes of this Clause 2.4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**Corrupt Practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of AAICLAS who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 2 (two) years from the date such official resigns or retires from or otherwise ceases to be in the service of AAICLAS, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub Clause (vi) of Clause 2.2.1.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA/LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOIA/LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of AAICLAS in relation to any matter concerning the Project;
- (b) “**Fraudulent Practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (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 Bidding Process;
- (d) “**Undesirable Practice**” means (i) establishing contact with any person connected with or employed or engaged by AAICLAS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

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

2.5. PRE-BID CONFERENCE

- 2.5.1 A pre-bid conference of the Bidders shall be convened at AAICLAS Headquarters, New Delhi on the designated date, and time as specified in the schedule of the Bidding Process.
- 2.5.2 During the course of the pre-bid conference, the Bidders will be free to seek clarification(s) and make suggestions for consideration of AAICLAS. AAICLAS shall endeavor to provide clarification(s) and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent Bidding Process. Details regarding the date and timing of pre-bid conference are provided in Clause 2.1.5.

2.6. MISCELLANEOUS

- 2.6.1 The Bidding 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 Bidding Process.
- 2.6.2 AAICLAS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) shortlist or not to shortlist any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/or evidence submitted to AAICLAS by or on behalf of, and/or in relation to any Bidder; and/or
 - (e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 2.6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases AAICLAS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

2.7. INSTRUCTION FOR ONLINE BID SUBMISSION

The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

2.7.1. REGISTRATION

Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ eMudhra etc.), with their profile.

Only one valid DSC should be registered by a Bidder. Please note that Bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.

The Bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.7.2. SEARCHING FOR TENDERS

There are various search options built-in in the CPP Portal, to facilitate Bidders’ search for active Bids using several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the Bidders have selected the Bids they are interested in, they may download the required documents / tender schedules. These Bids can be moved to the respective ‘My Tenders / My Bids’ folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case of any corrigendum issued to the document. The Bidder should make a note of unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.7.3. PREPARATION OF BIDS

The Bidder should, of its own accord, take into account any corrigendum published on the Tender Document before submitting their Bids. Please go through this Tender Document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers

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in which the Bid Documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.

The Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender Document / schedule and generally, in PDF / XLS / RAR / DWF/JPG formats. Bid Tender Documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid additional time and effort required to upload the same set of standard documents which are required to be submitted as a part of every bid, a provision to upload such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' or 'Other Important Documents' area available to them to upload such documents. These documents may be directly submitted from the 'My Space' area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

The Bidder should log into the site well in advance for Bid submission so that they can upload the bid on time i.e. at or before the Bid submission time. Bidder will be responsible for any delay due to other reasons. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Document.

The Bidder should prepare the Tender fee & Bid Security as per the instructions specified in the Tender Document.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with this Tender Document, then the same is to be downloaded and to be filled in by all the bidders. Bidders are required to download the BOQ file (which is an excel file), open it and fill in the white colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed, the bidder should save the filled in file and submit it online, without changing the file name. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.

The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.

All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid D that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded Tender Documents become readable only after the tender is opened by the authorized bid openers.

The uploaded Tender Documents become readable only after the Tender is opened by the authorized Bid openers.

Upon the successful and timely submission of Bids (i.e. after Clicking 'Freeze Bid Submission' in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid and all other relevant details.

The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

2.7.4. PASSWORD MAINTENANCE

The length of the password should be between 8 to 32 characters

The password should contain any English lowercase and uppercase (a-z and A-Z) characters.

The password must contain at least one number between 0-9.

The password must contain at least one special character from these [! @ # \$ ^ * _ ~] Sample password: Admin123\$, India2000#, etc.

2.7.5. ABOUT DSC

Digital Signature Certificates (DSC) are the digital equivalent (i.e. electronic format) of physical paper certificates.

Just as physical documents are signed manually, electronic documents, for example e- forms, are required to be signed digitally using a DSC. Transactions that are done through the internet, if signed using a DSC become legally valid.

Bidders are required to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 certificates are valid for e-tendering purpose.

The Certifying Authorities are authorized to issue a DSC with a validity of one (or) two years. The maximum period for which the DSC may be issued is 2 (two) years. On the expiry of the term, the DSC may be revalidated by paying the required fees.

Digital Signatures are legally admissible in a court of law, as provided under the provisions of the Indian Evidence Act, 1872.

DSC is not required for companies but for individuals. For example- the director or the authorized signatory signing on behalf of a company requires a DSC.

Each user logs in to the tender site through the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if the wrong password is given many times successively.

2.7.6. DSC PROVIDERS FOR PRIVATE FIRMS

Privileged & Confidential
Not for external circulation



A licensed Certifying Authority (CA) issues digital signature certificates. Certifying Authority (CA) is an authority that has been granted a license to issue a digital signature certificate under Section 24 of the Information Technology Act 2000.

Vendors such as TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) issue DSCs for Bidders. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

2.7.7. SYSTEM REQUIREMENTS

Windows XP with latest service pack Loaded IE 7.0 or above Loaded JRE 1.6 or above Antivirus Software with latest definition. Internet connectivity Scanner to scan the documents if required Printer and PDF Creator.

2.7.8. ASSISTANCE TO BIDDERS

Any queries relating to the Tender Document and the terms and conditions contained therein should be addressed to the Bid inviting authority for the tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to operation of the Central Public Procurement Portal Contact:

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: cPPP-nic@nic.in ; cPPP-nic@nic.in

For any further technical assistance with regard to functioning of CPP portal the bidder may also contact on the following AAICLAS help desk numbers on all working days only between:

- 1000 hrs to 1800 hrs (Mon-Fri)-
011-24632950, Ext-3512 (Six Lines), E-Mail: eprochelp@aai.aero
- 0930 hrs to 18.00 hrs (Mon-Fri)-
011-24632950Ext-3523,E-Mail:- etendersupport@aai.aero sanjeevkumar@aai.aero
- 0930 hrs to 1800 hrs (Mon-Fri)-
011-24657900, E-Mail: - gmitichq@aai.aero