

**NIT/ Tender Document**



**AIRPORTS AUTHORITY OF INDIA**

**Civil Airport, Jammu**

**Notice Inviting Tender (NIT)**

**For**

**License for Airport Entry Ticket**

**at**

**Civil Airport, Jammu**

**E-bid no.: 2021\_AAI\_ 76051 \_1**

**File No. AAI/JU/COML/1247**

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## **DISCLAIMER**

The information contained in this NOTICE INVITING E-TENDER document (the “e-Tender”) or subsequently provided to Applicant(s), whether in documentary form, by or on behalf of the Authority, is provided to Applicant(s) on the terms and conditions set out in this e-Tender and such other terms and conditions subject to which such information is provided.

This e-Tender is neither an agreement nor an offer by the Authority but an invitation to the prospective Applicants or any other person. The purpose of this e-Tender is to provide interested parties with information that may be useful to them in the formulation of their financial application pursuant to this e-Tender. This e-Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the subject Concession. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-Tender. The assumptions, assessments, statements and information contained in this e-Tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-Tender and obtain independent advice from appropriate sources.

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

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

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

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender.

The issue of this e-Tender does not imply that the Authority is bound to select all the Proposals for bidding process for the Concession and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

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

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**AIRPORTS AUTHORITY OF INDIA**  
**DEPARTMENT OF COMMERCIAL**

E-tender is invited for award of **License for Airport Entry Ticket at Civil Airport, Jammu**

**INTRODUCTION**

1. Airports Authority of India is (“AAI”) is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-tender [**License for Airport Entry Ticket**] at Civil Airport Jammu.
3. AAI came into existence on 1ST April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
  - Design, development, operation and maintenance of passenger terminals
  - Development and management of cargo terminal at international and domestic airports.
  - Provision of passenger facilities at terminals like Duty Free Outlets, Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxi etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernising and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. During the Financial Year 2019-20, AAI has recorded a **Total Revenue of Rs. 12,837.44 crores and a Profit After Tax (PAT) of Rs. 1,985.09 crores.**
6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
7. Major Airlines and Passenger Traffic data of the airport is as follows:

Major Airlines: Air India, Spice jet, Go Airlines, Vistara, Indigo and Alliance Air  
Passenger traffic data can be seen at <https://www.aai.aero/en/business-opportunities/aai-traffic-news>

## **NOTICE INVITING E-TENDER (NIET)**

1. E-Tender is hereby invited for granting concession for the following:

<b>Name of Facility</b>	<b>Tender Processing Fees (in INR)</b>	<b>Earnest Money Deposit (EMD) (in INR)</b>	<b>Minimum Reserved License Fees (MRLF) (in INR)</b>
<b>License for Airport Entry Ticket at Civil Airport, Jammu</b>	<b>Rs. 4,000/-</b> (Rupees Four Thousand Only) inclusive of applicable Taxes	<b>Rs. 50,000/-</b> (Rupees Fifty Thousand Only)	<b>Rs. 47,500/-</b> (Rupees Forty Seven Thousand Five Hundred Only) <b>Per Month, Applicable Taxes Extra</b>

**NOTE:**

- a) Offers below MRLF will not be considered for award.
- b) Highest quote/ offer over and above MRLF shall be the sole parameter for selection of highest bidder.
- c) License fees shall be the quoted fixed license fees. The quoted fixed license fees is subject to annual escalation as detailed in NIT.
- d) In addition to the Concession Fees, the selected bidder shall be liable to pay:
  - (i) Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent is Rs. 1,250/-Per Sqm per month subject to annual escalation of 10%) for allotted space.
  - (ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
  - (iii) Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.

2. **Location Details:** Indicative Auto CAD drawing of concession area layout along with detailed schedule of premises specifying area is at Appendix 3 & 4.

3. **Period of Concession: 03 (Three) Years.**

4. **Rate of Escalation:**

- a. License Fees shall be subject to escalation linked with passenger growth in the following manner:

S.No.	Passenger Growth	Annual Escalation
1	Up to 5%	5%
2	Greater than 5% and up to 18%	10%
3	Greater than 18% and less than or equal to 30%	15%
4	Greater than 30% and less than or equal to 50%	20%
5	Greater than 50%	30%

Annual escalation is to be made effective after completion of two years of contract.

5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.
6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.
7. **Business Incubation Period** shall mean a period of days from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.
- 8. Handing Over of Sites:**
- a. Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
- b. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 31<sup>th</sup> day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.
- c. In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7<sup>th</sup> day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could

not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

**9. Gestation Period:**

Gestation period of 30 days or actual commencement of commercial operation, whichever is earlier,

- a. No gestation period is to be permitted in case of renewal/award of the concession/ license in favor of the existing licensee in the same place (i.e. same area as well as location). However,
  - i. Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
  - ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

**10. Eligibility Criteria:**

**a. Technical Criteria:**

- (i) Entities (Public/Private Limited/Partnership/ Limited Liability Partnership/ Proprietorship) having minimum two (02) years business activity during the last five (05) years from the date of publication of NIT, having annual turnover equivalent to 12 months of proposed MRLF / MMG in any one of the years.

**b. Financial Criteria:**

1. Having annual turnover equivalent to 12 months of proposed MRLF in any one of the financial years for which Technical experience has been claimed.
2. The turnover details are to be supported/proved through the profit and loss account statement filed along with the respective years' Income Tax Return to be duly certified by the statutory Auditors/Chartered Accountant.

**Note:**

- The turnover of the company/agency should be in any one (in which the experience is claimed) of the last three (03) financial years from the date of publication of NIT.
- In case of multiple businesses of bidder, the breakup of the turnover with the specific requirement of the tendered facility should be submitted.

- Turnover details Profit & Loss account and related experience details should be duly certified by a Statutory Auditor/Chartered Accountant.
- ***Duly signed Undertaking on the letterhead of the bidder regarding the overall and breakup of the turnover should also be submitted.*** (Duly notarized and stamped undertaking by bidder regarding overall as well as breakup of turnover should also be submitted.)
- ***Certificate issued by CA/Statutory Auditor, with respect of net worth of the bidder, may be accepted for ascertaining positive net worth of the bidder.***

**11.** Only one e tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.

**12.** Any party either a firm or an individual falling under the following categories is not eligible:

- a. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Deptt. etc. A declaration to this effect is also to be submitted by the party with tender documents.
- b. Parties facing action under PPE Act, with AAI.
- c. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI shall also not be eligible for the e tender.
- d. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity may not be allowed in AAI tenders.
- e. If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director/ partners/ sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the AAI except the dues pertaining to the current quarter i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI tenders.

The disputed amount which are referred for dispute Resolution/ Arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license/ concession) equivalent to 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under arbitration shall be minimum 2 years from the date of DRC /Arbitration and further renewable.

In the event of specific Order/judgement from a Judicial Court/ Arbitral Tribunal staying/withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

- f. A declaration to the effect that the Tenderer does not fall under the categories a), b), c), d), and e) above has to be submitted in the Technical Bid. (Refer: Annexure: G). Following declaration will also be part of Annexure: G

*“I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its **Affiliates** or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”*

13. E-Tender documents indicating full details of the licence can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in)

- a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at **etenders.gov.in**
- b) The bids shall not be accepted in any other form
- c) The e-tendering process is online at NIC CPPP E-Tendering Portal at **etenders.gov.in**
- d) Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at **etenders.gov.in** mentioned above.
- e) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
- f) Cost of tender fees (non-refundable) amounting to **Rs. 4,000/- (Rupees Four Thousand Only)**, shall be paid by the bidder before the scheduled time of e-tender submission **through Online Mode i.e. payment gateway on CPP Portal.** No other mode of payment shall be acceptable.
- g) The amount of Earnest Money Deposit (EMD) **Rs. 50,000/- (Rupees Fifty Thousand Only)** shall be paid by the tenderers before the scheduled time of e-tender submission **through Online Mode i.e. payment gateway on CPP Portal.** No other mode of payment shall be acceptable.
- h) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) **made through payment gateway is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).**
- i) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.

- j) E-bids shall be submitted in two bid system as follows:-
- i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information / guidelines of Notice Inviting Tender.
  - ii. Financial Bid – As required under clause 4 of general information /guidelines of Notice Inviting Tender.

**14.1.Critical Dates:**

S. No.	Activity	Scheduled Dates and Time
1.	Download/Sale of e-Tender Document from NIC CPP portal	<b>From 19.04.2021 to 10.05.2021 Up to 15:00 Hrs.</b>
2.	Submission of queries related to e- Tender, if any; on NIC CPP portal only.	<b>UP TO 03.05.2021 BY 15:00 Hrs.</b>
3.	Reply to the queries by AAI on NIC CPP portal	<b>By 06.05.2021 BY 15:00 Hrs.</b>
4.	Pre bid meeting with the prospective bidders, if required	<b>On 03.05.2021 at 15:00 Hrs.</b>
5.	Online submission of Bids / Proposal(s) (Technical Bid as well as Financial Bid) on e-tender portal	<b>UP TO 10.05.2021 Up to 15:00 Hrs</b>
6.	Opening of Technical Bids / Proposal(s) (online only)	<b>ON 11.05.2021 AT 15:00 Hrs.</b>
7.	Opening of Financial Bids / Proposal(s) (online only)	<b>ON 18.05.2021 AT 11:00 Hrs.</b>

- 15.** In case bidder withdraws from tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.
- 16.** After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
- 17.** After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party shall be debarred for participation in any tender at Jammu Airport for one year from the date of debarment.

- 18.**AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
- 19.**AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
- 20.** On acceptance of the tender, the name of the authorize representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

**AIRPORT DIRECTOR  
CIVIL AIRPORT JAMMU**

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