



Volume 1: Instructions to Bidder

**For
Development, Operations & Maintenance of ATF Management
System under open access on DBFOT basis at Chennai
International Airport, Chennai.**

E-tender ID: 2026_AAI_273005_1

**Airports Authority of India
Business Development Unit
Rajiv Gandhi Bhawan, CHQ
Safdarjung Airport
New Delhi-110003**

E-tender ID: 2026_AAI_273005_1

The Airports Authority of India invites bids from eligible bidders for the Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai.

Important dates related to RFP can be referred from Clause 1.3 of this RFP.

All other details including any date extensions, clarifications, amendments, corrigenda, etc., will be uploaded only on the website of the Central Public Procurement Portal, <https://etenders.gov.in/eprocure/app>, and will not be published in newspapers. Hence, bidders are advised to regularly visit the website of the Central Public Procurement Portal to keep themselves updated.

Bids shall be submitted online only on the Central Public Procurement Portal. Bids submitted in physical form shall be rejected.

Bidders are advised to follow the instructions provided in the 'Instructions to the Tenderers' for the submission of bids online through the Central Public Procurement Portal.

Documents which are required to be submitted along with the bid may be scanned with 100 dpi with black and white option. The same would help in reducing the size of the scanned files.

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Helpdesk: +91 0120-4001 002, +91- 0120-4001 005, +91 0120-6277 787

Contact No. from AAI for assistance:

Technical /Help Desk: 011-24632950 Ext – 3512

{0800-2000 Hrs (MON – SAT)} (Instant support)

e-mail : eprochelp@aai.aero

011-24632950 Ext – 3523

{0930-1800 Hrs (MON – FRI)} (After 4 Hrs of Issue)

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011-24632950 Ext – 3509

{0930-1800 Hrs (MON – FRI)} (After 12 Hrs of Issue)

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Acknowledgement:

This document has been purchased on the express understanding that it will be used only for the sole purpose of participating in the Bidding Process for the Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai, and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with the submission of bids. The document shall not be reproduced or communicated, in whole or in part, and its contents shall not be distributed in written or oral form without written permission from the issuing authority.

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct.

Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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 RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project, and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

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1 INTRODUCTION

1.1 Background

- 1.1.1 Airports Authority of India (“Authority”), established under Airports Authority of India Act, 1994, is a Category-I Mini-Ratna Public Sector Enterprise. The Authority is mandated under the Airports Authority of India Act, 1994 to, inter alia, manage the airports, civil enclaves and the aeronautical communication stations efficiently (other than airports and airfields belonging to, or subject to the control of, any Armed Force of the Union). The Authority, in its persistent efforts to provide world-class infrastructure and services to stakeholders, has been endeavouring to excel amongst its global peers by undertaking various initiatives.

After implementation of open access AFF initiative at Bhubaneswar Airport, the Authority has decided to undertake an open competitive bidding process in accordance with the procedure set out herein for the purpose of selecting an entity or entities who will be responsible for undertaking, inter alia, the Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai (the “Project”) in accordance with this RFP and the Concession Agreement (as defined below).

- 1.1.2 The Authority shall qualify and short-list eligible Bidders who have the Technical Capacity and Financial Capacity as specified in Clause 1.5.2 read with Clause 2.2 (the “Qualified Bidders”). The Financial Bids of only the Qualified Bidders will be evaluated in accordance with this RFP. The Bidder to whom the Project is awarded (“Selected Bidder”) shall incorporate a special purpose company under the (Indian) Companies Act, 2013 (the “Concessionaire”). The Concessionaire shall be responsible for implementing the Project in accordance with Operations, management and development agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and Authority in the form provided as part of the Bidding Documents pursuant hereto.

- a) The term of the Concession Agreement shall be for a period of **27 (twenty-seven) years** from the Appointed Date (as defined in the Concession Agreement); and
- b) The Concession Agreement sets forth the detailed terms and conditions for implementation of the Project, including the scope of the Concessionaire’s obligations, and clearly defines the rights and obligations of the Authority and the Concessionaire in respect of the Project.

- 1.1.3 The Concessionaire shall broadly be responsible for designing, engineering, financing, construction and development of the ATF Management System for the Airport and the operation and management thereof in accordance with the Concession Agreement and applicable laws.

- 1.1.4 The Authority shall be responsible for such of the responsibilities as set forth in the Concession Agreement.

- 1.1.5 The Concessionaire shall pay License Fee and Revenue Share to the Authority in accordance with the Concession Agreement.
- 1.1.6 It is clarified that the Concessionaire shall, in consideration of its investment and services, be entitled to collect charges from users of the Project in accordance with the Concession Agreement.
- 1.1.7 The Bidding Documents include the draft Concession Agreement. Further, any addenda/ corrigenda issued subsequent to this RFP will be deemed to form part of the Bidding Documents.
- 1.1.8 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.9 The Authority has adopted a single-stage (two envelope) electronic bidding process (the **"Bidding Process"**) for selection of the Bidder for award of the Project. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"Bidding Documents"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the **"Bid Due Date"**).

1.2 Registration at CPP portal, Sale of Bidding Documents and Bid Security

- 1.2.1 Bid processing fee inclusive of GST is Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only). Bid processing fee is non-refundable but it shall be refunded to bidders in case AAI cancel the tender without opening of Technical bids. It is need to be paid by way of online transfer through real time gross settlement or national electronic funds transfer and details are to be provided in APPENDIX-IX. Bid is to be submitted as per the instructions provided in APPENDIX-VIII. The Bidders shall ensure that the net credit in the Authority's account shall be for an amount equal to the Bid processing fee. Any applicable bank charges shall be borne by the Bidder.

The Bidders shall upload to the CPPP payment receipt generated under Clause 1.2.1 as APPENDIX-XIII.

- 1.2.2 A Bidder will be required to deposit, along with its Bid, a bid security (EMD) of Rs 15 Crore (Rupees Fifteen Crores) (the “Bid Security”) in the form of Bank Guarantee in the format specified at
- 1.2.3
- 1.2.4 APPENDIX – XII. It shall be refunded to bidders in 7 (Seven) days from the Date of Financial bid opening, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. Validity period of BG should be at least 180 (one hundred and eighty) days from the Bid Due Date, with a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
- 1.2.5 The Bidding Documents can be downloaded from CPP Portal as per Schedule of Bidding Process specified in Clause 1.3 of RFP.
- 1.2.6 Bidders are called upon to submit details of their Technical Capacity and Financial Capacity in Cover-1 (“Technical Bid”) and financial proposals in the given format only available at CPP as Cover-2 (“Financial Bid”) (the Technical Bid and Financial Bid shall collectively referred as “Bid” and indicative format of Price bid is available at APPENDIX-XXII) in accordance with the terms specified in these Bidding Documents. The Bid shall be valid till 90 days from opening of financial bid.
- The Bidders shall submit their respective Bids online only at the Central Public Procurement Portal at <https://etenders.gov.in/eprocure/app> (“CPPP”). Any Bid submitted in physical form shall be rejected by the Authority. For the purpose of submission of the Bid online, a Bidder shall first register itself on the CPPP in accordance with the details set out in APPENDIX-VIII.
- 1.2.7 In the Bid, Bidders would be required to furnish all the information specified in this RFP. The Bidders shall be evaluated and Qualified Bidders shall be shortlisted, and thereafter the Selected Bidder shall be chosen based on the evaluation of Financial Bids of such Qualified Bidders. The Bidders are advised to visit the site and familiarize themselves with the Project.
- 1.2.8 During the Bidding Process, Bidders are invited 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 or implementation of the Project.
- 1.2.9 Further details of the Bidding Process and the terms thereof are spelt out in the Bidding Documents.
- 1.2.10 The Bidders shall submit any queries or request for additional information concerning this RFP only at the CPPP by the specified date. Authority is not liable to respond for any queries submitted in physical form, through emails or any other means other than CPPP.

1.3 Schedule of Bidding Process

The authority shall endeavor to adhere to the following schedule:

Event Description	Date
Publication of tender	27.03.2026 from 1800 Hrs.
Document Download/Sale start date	28.03.2026 from 0930 Hrs
Clarification start date	28.03.2026 from 0930 Hrs
Bid Submission Stat date	28.03.2026 from 0930 Hrs
Site Visit by Bidder	Request through e-mail during Tender Sale period to be Conducted in Coordination of Chennai Airport Director.
Pre-Bid Conference (Online & Offline)	08.04.2026 at 1100 Hrs
Last Date of receiving queries	13.04.2026 up to 1800 Hrs
Authority response to queries latest by	23.04.2026 up to 1800 Hrs
Last date for availability of Bidding Documents	28.04.2026 up to 1800 Hrs
Bid Submission end date/ Bid Due Date	28.04.2026 up to 1800 Hrs
Submission of Hard copy of BG in AAI office	04.05.2026 up to 1100 Hrs
Technical Bid opening date	05.05.2026 at 1500 Hrs
Financial Bid Opening date	26.05.2026 at 1500 Hrs (Tentative)
Validity of Bids	90 days from financial bid opening

1.4 General Terms of Bidding

- 1.4.1 No Bidder shall submit more than 01 (one) Bid for the Project. A Bidder bidding individually or as a member of a Consortium (“Member”) shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 1.4.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

- 1.4.3 The Technical Bid, including materials evidencing the Technical Capacity and Financial Capacity, should be furnished online in the formats prescribed at ANNEXURE-II and

1.4.4 ANNEXURE-III of Appendix-I. Only the Qualified Bidders shall be considered for shortlisting and for further stages for evaluation.

1.4.5 The Financial Bid shall be furnished online in the format specified at CPPP as Cover-2, clearly indicating the Revenue Share, in terms of percentage of Gross Revenue as defined in Concession Agreement. 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 1.4.5, the Authority reserves the right to reject such Bid.

1.4.6 The Bidder should submit a power of attorney as per the format at APPENDIX–II, authorizing the signatory of the Bid to commit the Bidder (the “Authorised Signatory”).

In case the Bidder is a Consortium, each Member of the Consortium should submit a power of attorney as per the format at APPENDIX–III authorizing the signatory of the Bid to commit the Consortium.

1.4.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

1.4.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

1.4.9 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.

Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 1.4.9 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

1.4.10 This RFP is not transferable.

1.4.11 Any award of concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

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

1.5 Eligibility of Bidders

1.5.1 For determining the eligibility of bidders hereunder, the following shall apply:

- i. The Bidder shall have complied with requirements of Clause 1.2.1;

- ii. the Bidder may be a single entity (which may be a natural person, private entity, AIF, government-owned entity, etc. of India) or a group or combination of such entities coming together to implement the Project with a formal intent to enter into an agreement or under an existing agreement to form a consortium (“**Consortium**”).

However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 1.5.5 below;

- iii. 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. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

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

For the purposes of this Clause 1.5.1 (iii) indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or

- c. such Bidder or any Affiliate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder, or any Affiliate thereof, has a relationship with another Bidder, or any Affiliate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f. such Bidder or any Affiliate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- g. If the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) is an existing or past concessionaires or licensees of AAI or has worked at any of the AAI Airports in the past in any capacity under any contract and intending to participate in response to RFP, then the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) should have 'NIL' outstanding dues for the period upto 31st March 2026 in respect of all the units of AAI (where the participating bidder is operating concessions/ licenses or had operated concessions/ licenses or has worked in any capacity) as on the 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 a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the Bidder shall not be allowed to participate in the bid.

The Bidder is required to submit a No dues certificate as per **APPENDIX- XA** and **APPENDIX- XB**. The certificate is to be submitted at the time of bid submission. A Bid without the No dues certificate shall be rejected by the Authority as non-responsive. For avoidance of doubt, any disputed amount which is referred for Dispute Resolution/Arbitration by the Authority shall not be considered as outstanding dues.

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.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 1.5.1 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.

- iv. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the in relation to the Project is engaged by the Bidder, its Members or any Affiliate thereof, as the case may be: (i) in any manner for matters related to or incidental to preparation or submission of Bids for the Project; and/or (ii) representation or advice in connection with any dispute or legal proceedings relating to the Project against the Authority. For the avoidance of doubt, this disqualification shall not apply where such adviser is engaged after a period of 6 (six) months from the commercial operations of the Project.
 - v. a Bidder shall not be eligible to submit a Bid under the Bidding Documents and may be disqualified if:
 - a. it or its Affiliate, its directors or key personnel has been barred or blacklisted by any government agency or authority in India, 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. it or its directors have been convicted of any offence in India or abroad.
- 1.5.2 To be eligible for shortlisting as a Qualified Bidder, a Bidder shall fulfil the following conditions:

a) Technical Capacity

To demonstrate Technical Capacity and experience, the bidder must provide records covering the past 07 (seven) financial years, calculated up to the last day of the month preceding the tender invitation

- (i) paid for, or received payments for, construction of Eligible Projects; and/or
- (ii) paid for development of Eligible Project(s); and/or
- (iii) collected and appropriated revenues from Eligible Project(s),

such that the above amount is equal to or more than:

- (i) 80% (eighty percent) of Rs. 500 Cr. (Rupee Five Hundred Crore) in case of 1 (one) Eligible Project; or
- (ii) 50% (fifty percent) of Rs. 500 Cr. (Rupee Five Hundred Crore) in case of 2 (two) Eligible Projects; or
- (iii) 40% (forty percent) of Rs. 500 Cr. (Rupee Five Hundred Crore) in case of 3 (three) Eligible Projects.

b) Financial Capacity

- (i) The Bidder shall have a minimum Average **Annual Turnover** / ACI, on the Last day of month previous to one in which tender is invited, (“Financial Capacity”) of **Rs. 177 Crores (Rupees One Hundred Seventy-Seven Crores)**

In case the Bidder is an AIF, it should have a minimum ACI at the close of the preceding financial year of **Rs. 177 Crores (One Hundred Seventy seven Crores)** ¹.

- (ii) The Bidder shall have a minimum **Net Worth of Rs. 75 Crores (Rupees Seventy Crores)** as on previous financial Year.

1.5.3 Bidder shall enclose with its Bid, to be submitted as per the formats in APPENDIX–I, complete with its Annexes, the following:

Technical Capacity: Certificate(s) having UDIN from statutory auditors of the Bidder or its Affiliates or the concerned client(s) stating the payments paid for construction/ received for construction/ paid for development/ revenues collected and appropriated during the past 7 (seven) financial years last day of the month preceding the tender invited.

- i. in respect of the Eligible Projects. In the event a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from the statutory auditor or the client; and
- ii. Financial Capacity: certificate(s) having UDIN from statutory auditors of the Bidder or its Affiliates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 1.5.3 (ii)

¹ In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect. In case a Bidder has received any fresh capital commitment available for the immediate deployment during the current financial year, the same shall be permitted to be added to the Bidder's ACI subject to the statutory auditor of the Bidder certifying to this effect.

For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

In addition to Net Worth as set out under this Clause 1.5.3 (ii), an AIF may also qualify on the basis of minimum investible funds (i.e. immediately available funds for investment and callable capital) subject to the limits of investment in a single investee entity (the maximum permissible investment limit for an AIF) (as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time), as applicable (“ACI”).

In case of an AIF using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 03 (three) months prior to the application deadline.

- 1.5.4 The Government of India has issued guidelines (see APPENDIX-VII) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at APPENDIX-I.
- 1.5.5 In case the Bidder is a Consortium, it shall additionally comply with the following additional requirements:
- a) Number of members/Firms in a consortium shall not exceed 02 (two);
 - b) the Technical Bid should contain the information required for each Member;
 - c) the Technical Bid should include a brief description of the roles and responsibilities of individual Member, particularly with reference to the financial, technical and operation and management obligations;
 - d) an individual Bidder cannot at the same time be Member of a Consortium submitting a Bid. Further, a Member of any one Consortium cannot be Member of any other Consortium submitting a Bid;
 - e) The Members of a Consortium shall, if such Bidder is declared the Selected Bidder, incorporate the Concessionaire under the (Indian) Companies Act, 2013;

- f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at APPENDIX-IV (the “**Joint Bidding Agreement**”), for the purpose of making the Bid and if successful, for executing the Project through the Concessionaire. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - i. Convey the intent to form a special purpose vehicle in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake to be held by each member, as well as commit to be in compliance with the shareholding requirements set forth in Clause 1.8;
 - iv. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
 - v. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- 1.5.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), 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.
- 1.5.7 A Bidder including any Consortium Member should, in the last 03 (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, Consortium Member or Associate, 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 Consortium Member, as the case may be.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 1.5.7 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 the Authority for seeking a waiver from the disqualification hereunder and the Authority 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.

- 1.5.8 In computing the Technical Capacity and Financial Capacity of a Bidder under Clauses 1.5.2 and 2.2, the Technical Capacity and Financial Capacity of their respective Affiliates would also be eligible hereunder. The following conditions shall be adhered to while submitting a Bid:

For purposes of this RFP, the term “Affiliate” means, in relation to any Bidder or Member, a person who controls, is controlled by, or is under the common control with such Bidder or Member. As used in this definition, the expression “control” means: (a) with respect to a company, corporation or limited liability partnership the ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, or (b) with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such Person.

- 1.5.9 The following conditions shall be adhered to while submitting a Bid

- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices/Annexures is insufficient;
- b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Affiliate named in the Bid and not, unless specifically requested, to other affiliated companies or firms.
- c) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.1 below; and
- d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

- 1.5.10 While Qualification is open to persons from India only, the following provisions shall also apply:

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

then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and 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, the Authority 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 the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

1.6 Change in composition of the consortium

- 1.6.1 No change in the Consortium members is allowed once the Bids have been submitted.

1.7 Change of Ownership

- 1.7.1 The Selected Bidder shall conform to the requirements regarding Change in Ownership in terms of the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.
- 1.7.2 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 Consortium Member or an Affiliate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be

terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Performance Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

1.8 Number of Bids and costs thereof

- 1.8.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 1.8.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.9 Site visit and verification of information

- 1.9.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 1.9.2 It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from the Authority;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.9.1 above;
 - d) satisfied itself about all matters, things and information including matters referred to in Clause 1.9.1 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;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 1.9.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations,

loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

f) acknowledged that it does not have a Conflict of Interest; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

1.9.4 Notwithstanding any information given in the RFP, the Bidding Documents and any additional communication from the Authority, including any supplemental notices, it is the sole responsibility of a Bidder to familiarize itself with the Constitution of India, all existing laws, decrees, acts, rules, and ordinances, whether national or local, of India which may affect the Project.

1.10 Right to accept or reject any or all Bids

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

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

1.10.3 The Authority reserves the right to reject any Bid if:

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

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.

- a) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 1.10.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the shortlisting conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

B. DOCUMENTS

1.11 Contents of the RFP

1.11.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 1.13.

Clause 1	Introduction
Clause 2	Evaluation of Bids
Clause 3	Fraud and Corrupt Practices
Clause 4	Pre-Bid Conference
Clause 5	Miscellaneous
Clause 6	Dispute Resolution

Appendices

- I. Letter comprising the Bid
- II. Power of Attorney for Signing of Bid
- III. Power of Attorney for Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Certificate having UDIN from Statutory Auditor/Company Secretary
- VI. Integrity Pact
- VII. Guidelines of the Department of Disinvestment
- VIII. Guidance for registration on CPPP and online submission of Bid
- IX. Procedure for online collection of Bid Processing Fee
- XA. Undertaking with information on contracts with AAI
- XB. Format of outstanding dues/ no dues certificate
- XI. Format of Bank Guarantee against Performance Security
- XII. Format of Bank Guarantee Against Bid Security
- XIII. Proof of Payment of Bid Processing Fee at CPPP
- XIV. Financial Turnover of Applicant
- XV. Undertaking for GST Compliance by The Bidder
- XVI. Undertaking' regarding Blacklisting/ Debarment
- XVII. For Certificate of Net Worth from Chartered Accountant
- XVIII. Format Consent Letter Dispute Resolution
- XIX. Format for opting Mediation in existing Agreements
- XX. Acceptance of AAI's tender conditions
- XXI. Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (gfrs)-2017

XXII. Indicative Format for Financial Bid

1.12 Clarifications

1.12.1 Bidders requiring any clarification on the RFP may notify the Authority in writing at CPP Portal in accordance with Clause 1.3

1.12.2 Such Bidders should submit their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein.

The responses will be uploaded on the CPPP. The Authority will mention all the queries and its responses thereto without identifying the source of queries.

The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 1.12.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

1.12.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

1.12.4 To the Authority has appointed 02 (two) independent external monitors for the purpose of monitoring the Bidding Process and execution of the Concession Agreement for compliance with the principles specified in the integrity pact. The co-ordinates of the independent external monitors are as under:

Shri Satish Chander,
A-1, 601, Windsor Avenue,
Wanowrie, Pune-411022.
Ph No. +91-9417256367
E-mail:-
satishchander.adg@gmail.com

Shri P. R. Ravikumar,
Akshath, No.84, First Avenue,
Kumaranasan Nagar,
Elamkulam PO,
Ernakulam, Kerala-682020.
Mob. No.: 8547002410 &
8848767105
E-mail: -
prravikumar@yahoo.com

1.13 Amendment of RFP

- 1.13.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the bidding documents by issuance of corrigenda and/or addenda.
- 1.13.2 Any corrigendum/ addendum thus issued will be uploaded on the CPPP.
- 1.13.3 In order to afford the Bidders a reasonable time for taking any corrigendum/ addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

1.14 Language

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

1.15 Format and signing of Bid

- 1.15.1 The Bidder shall provide all the information sought under this RFP. The Authority 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.
- 1.15.2 The documents comprising the Technical Bid shall be typed and signed by the Authorised Signatory who shall also initial each page of such documents (including each Appendix and Annexure). In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the documents comprising the Technical Bid shall be initialed by the Authorised Signatory. The documents comprising the Technical Bid shall be serially page numbered.

1.16 Submission of Bids

- 1.16.1 The Bidder shall submit the Technical Bid comprising the following documents by uploading the complete and legible scanned copies of the same in pdf format in “Cover-1 (Technical Bid)” at the CPPP:
 - a) Letter comprising the Bid as per **Appendix-I** of This RFP.

- b) Power of attorney for signing the Bid as per the format at Appendix-II. If the Bidder is a Consortium, each Member of the Consortium shall submit a power of attorney in the format provided at **Appendix-III**;
- c) Joint Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix-IV**;
- d) Certificate having UDIN from statutory auditor/company secretary in the format at **Appendix-V** Regarding affiliation;
- e) Duly filled Integrity pact in the format at **Appendix-VI** (on a stamp paper of Rs. 100);
- f) Undertaking with information on contracts with AAI in the format at **Appendix-XA**;
- g) Details of outstanding dues/ no dues certificate in the format at **Appendix-XB**;
- h) Scan Copy of Bank Guarantee against Bid Security in the format at
- i)
- j) **APPENDIX – XII**
- k) Proof of payment towards the non-refundable Bid processing fee as **Appendix-XIII**
- l) Duly audited financial statement of the Bidder or, each Member of the Consortium for the preceding 3 (three) financial years on the last day of the month preceding the tender invited as per **Appendix-XIV** of This RFP;
- m) GST Registration certificate along with the GST Undertaking given at **Appendix-XV**.
- n) Scanned copy of ‘Undertaking’ regarding Blacklisting/ Debarment as per the format given at **Appendix-XVI**.
- o) Scanned copy of ‘Certificate’ of net worth from Chartered Accountant as per the format given at **Appendix-XVII**.
- p) Duly filled **Format Consent Letter Dispute Resolution** as per the format given at Appendix - **XVIII**.
- q) Duly filled **Format for opting Mediation in existing Agreements** as per the format given at Appendix-XIX.
- r) Signed Unconditional Acceptance Letter Performa given at **Appendix-XX** regarding unconditional acceptance of AAI's tender conditions.
- s) Duly Filled Performa for declaration by Bidder for compliance of order on restriction under Rule 144(xi) of the General Financial Rules GFRs)-2017. as per the format given at Appendix **-XXI**.
- t) Scanned copy of Permanent Account Number (PAN) certificate.
- u) RFP Vol. I & DCA Vol. II digitally signed by the Authorized Signatory
- v) Copy of work experience Certificates issued by clients (duly Self-Attested), along with copy of work order containing detailed scope of work in accordance with clause 2.2 of This RFP.
- w) The Bidder shall submit a separate Financial Bid on Cover-2

- 1.16.2 Bids submitted in physical form or by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

1.17 Bid Due Date

- 1.17.1 Bids should be submitted on or before Bid Due Date in the manner and form as detailed in this RFP.
- 1.17.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 1.13 uniformly for all Bidders.
- 1.17.3 The Authority will not be responsible for any delay in submission of Bids.

1.18 Re-submission/ Withdrawal of Bids

- 1.18.1 The Bidder may modify its Bid or withdraw its Bid after submission. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date.
- 1.18.2 For modification of the Bid, the Bidder shall be required to resubmit the Bid on CPPP on or before the Bid Due Date.

1.19 Validity of bids

The bids shall be valid till 90 days from opening of financial bid. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

1.20 Confidentiality

- 1.20.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by 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 the Authority or as may be required by law or in connection with any legal process.

1.21 Correspondence with the Bidder

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

1.22 Opening and Evaluation of Bids

- 1.22.1 The Authority shall open the Bids on date and time specified in Clause 1.3 in the presence of the Bidders who choose to attend.
- 1.22.2 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Clause 2.
- 1.22.3 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 1.22.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 1.22.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 1.22.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from evaluation of the Technical Capacity or the Financial Capacity of the Bidder, as the case maybe.
- 1.22.7 In the event that a Bidder claims credit for a relevant project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for evaluation of the Technical Capacity or the Financial Capacity, as the case may be. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clause 1.10.3.

1.23 Test of responsiveness

- 1.23.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a) it is received as per formats specified;
 - b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 1.18.2;
 - c) it is signed in accordance with Clause 1.15 and submitted in accordance with the provisions of Clause 1.16;
 - d) it is accompanied by the Power of Attorney as specified in Clause 1.16.1 (b);
 - e) it contains all the information and documents (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);

- f) it contains certificates having UDIN from Statutory Auditors substantially in the formats specified at APPENDIX–IV of the RFP for each eligible project;
 - g) the Bidder has paid to the Authority, the non-refundable Bid processing fee as required under Clause 1.2.1;
 - h) it is accompanied by the Joint Bidding Agreement (for Consortium), as stipulated in Clause 1.16.1(c);
 - i) it does not contain any condition or qualification;
 - j) it is accompanied with the integrity pact as provided at Appendix-VI;
 - k) it is accompanied with undertaking with information on contracts with AAI in the format provided at Appendix-XA;
 - l) it is accompanied with details of outstanding dues/ no dues certificate in the format provided at Appendix-XB;
 - m) the Bidder has submitted to the Authority an original Bid Security in the form of Bank Guarantee in the format provided at Appendix-XII;
 - n) it is not non-responsive in violation of terms hereof.
- 1.23.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the bid in the opinion of Authority.

1.24 Clarifications from Bidders

- 1.24.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) by Bidder shall be provided within the time specified by the Authority for this purpose.
- 1.24.2 If a Bidder does not provide clarifications sought under Clause 1.24.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

1.25 Shortlisting and notification

After the evaluation of Technical Bids, the Authority will shortlist and notify the Qualified Bidders. All communications shall be uploaded on the CPPP. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

1.26 Proprietary data

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

1.27 Correspondence with the Bidder

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

2 EVALUATION OF BIDS

2.1 Evaluation Parameters

The Bidder's competence and capability for shortlisting as a Qualified Bidder is proposed to be established by the following parameters:

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

2.2 Eligible Projects

2.2.1 Subject to the provisions of Clause 1.5.2 and Clause 2.2, projects as described below will qualify as eligible projects ("**Eligible Projects**").

- a) A project involving a ATF Farm or ATF Tankage
- b) A project involving a Hydrant Fuel Facility
- c) A project with Diesel/ Petrol tankage
- d) A project with LPG/ LNG tankage

2.2.2 In the event that a project was not undertaken directly by the Bidder/ Member/ Affiliate, in order for such project to qualify as an Eligible Project, the entity claiming experience should have held, either directly or indirectly, a minimum of 26% (twenty-six percent) of the issued, subscribed and paid up share capital of the company which, as the case may be:

- a) paid for, or received payments for, construction of such project; and/ or
- b) paid for development of such project; and/ or
- c) collected and appropriated revenues from such project.

- 2.2.3 Experience for any activity relating to an Eligible Project shall not be claimed by 02 (two) or more Members 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.

2.3 Details of Experience & Credentials of Affiliates

- 2.3.1 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-II & Annexure-III of Appendix-I.
- 2.3.2 The Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure -IV of Appendix-I.
- 2.3.3 The Bidder should furnish the details of Eligible Projects for the last 07 (seven) years ending last day of month previous to one in which tenders are invited.
- 2.3.4 A Bidder or a Member of a Bidder may use the experience of its Affiliate for demonstrating its Technical Capacity and Financial Capacity. A certificate having UDIN from the statutory auditor/company secretary of the Bidder or the Member shall be provided to demonstrate that a Person is an Affiliate of the Bidder or the Member, as the case may be, substantially in the format provided in **Appendix-V**.

2.4 Financial Information for purposes of evaluation

- 2.4.1 The Bid must be accompanied by the audited financial statement, having UDIN, of the Bidder (and each Member in case of a Consortium) for the last 03 (three) financial years ending 31st march 2025. The financial statements shall:
- a) Reflect the financial situation of the Bidder or Consortium Members and its/ their Affiliates, as the case may be;
 - b) Be audited by a statutory auditor;
 - c) Be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2.4.2 In case the audited financial statement for the latest financial year is not available, the Bidder shall provide, for such person, the audited financial statement for the last 03 (three) financial years, immediately preceding the latest financial year and the unaudited financial statement for the latest financial year. The Bidder shall also give an undertaking to this effect and the statutory auditor shall certify the same stating the unavailability of the current audited financial statements.

2.5 Evaluation of Qualification Documents

2.5.1 The detailed evaluation of the compliance by the Bidder with the qualification requirements for the Project shall be based solely upon the qualification documents submitted by the Bidder pursuant to this RFP.

2.5.2 The Authority reserves the right to seek clarifications from the Bidders on the form and contents of their qualification documents. The Bidders must respond to the Authority within the time period stipulated in the Authority's request for clarification. The Authority also reserves the right to make inquiries with any person, government authority, client organization, member, officer, director, employee or other agent of any Bidder or Member for the purpose of clarifying any matter included in its qualification documents.

2.6 Short-listing of Bidders

Only Qualified Bidders shall be eligible for the opening of their respective Financial Bids.

2.7 Opening of Financial Bids

2.7.1 The Authority shall open the Financial Bids on the date and time intimated via CPPP to all the Qualified Bidders in the presence of the Qualified Bidders who choose to attend.

2.7.2 The Authority will subsequently examine and evaluate the Financial Bids in accordance with the provisions set out in this Clause 2.

2.8 Selection of Bidder

2.8.1

- (a) Bids are invited for the Project on the basis of the Revenue Share to be paid to the Authority, as a percentage of Gross Revenue as defined in Concession Agreement. The Revenue Share shall constitute the sole criteria for appointment of the Selected Bidder.
- (b) In this RFP, the term "Highest Bidder" shall mean the Qualified Bidder who is quoting the highest Revenue Share.
- (c) Subject to the provisions of Clause 1.18.1, generally the Qualified Bidder whose Bid is adjudged as responsive in terms of Clause 1.23.1 and is also the Highest Bidder shall be declared as the Selected Bidder
- (d) After selection, a letter of award (the "LOA") shall be issued by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement thereof. In the event the copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date.

- 2.8.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in LOA. The Selected Bidder/ Concessionaire shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

2.9 Contacts during Bid Evaluation

- 2.9.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3 FRAUD AND CORRUPT PRACTICES

- 3.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or the Authority may terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Performance Security, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 3.1.2 Without prejudice to the rights of the Authority under Clause 3.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 02 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 3.1.3 For the purposes of this Clause 3, 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 the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 1.6.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the 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) **“unfair practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 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.

4 PRE-BID CONFERENCE

- 4.1.1 A Pre-Bid Meeting shall be held offline at Meeting Room, C-Block, AAI, RGB, CHQ, Safdarjung Airport, New Delhi-110003 and online through Video Conference on WebEx or similar virtual meet platform on scheduled date as specified in Clause 1.3.

All desirous applicants willing to attend the meeting through VC shall be required to furnish the details like (i) Name and Designation, (ii) Name of the Company, (iii) Email ID, (iv) Mobile Number, etc. by email to jitendram@aai.aero after which the required Link / meeting number shall be provided to them one day before the Pre-Bid meeting.

A maximum of 03 representatives (for offline and online both) from each bidder shall be allowed to participate in the Pre-bid meeting. Participants attending physical meeting has to produce authority letter from the bidder.

- 4.1.2 During the course of pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Authority, at its discretion, may organize more than one Pre-bid meeting.
- 4.1.3 The Bidder is advised to study the Bidding Documents completely, undertake site visits and submit the queries in accordance with Clause 1.3.

5 MISCELLANEOUS

- 5.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 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. qualify or not to qualify 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 the Authority by, 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.
- 5.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6 DISPUTE RESOLUTION

- 6.1.1 All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:
- 6.1.2 No legal action till Dispute settlement procedure is exhausted
- 6.1.3 Any and all Disputes shall be settled in accordance with the provisions of Clause 6. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 6 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.
- 6.1.4 All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any article(s) thereof shall be dealt with as provided hereinafter:
- I. For settlement of disputes, mediation to be adopted as per mediation act 2023 and in matters of High value a High Level Committee (HLC) shall be constituted for the purpose and mediation to be carried out as per guidelines mentioned in circular of Ministry of Finance, Govt. of India Vide No. F.1/2/2024-PPD dated 03.06.2024 and approval of Competent Authority to be obtained for the final accepted solution.
 - II. As per department of expenditure, Ministry of Finance Guidelines Govt. of India Vide No. F.1/2/2024-PPD dated 03.06.2024, arbitration to be resorted for disputes with a value less than to Rs. 10 Cr. For disputes with a value of 10 Cr. and above, the arbitration to be resorted after careful application of mind after approval of Secretary or Joint Secretary of MoCA to whom authority is delegated by the Secretary.
 - a) **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts or individual mediator for mediation as per AAI Mediation Policy and Applicable Laws. All costs of mediation, shall be borne equally by the parties. In case either party withdraws from the mediation or the dispute(s) is not resolved within 120 (one hundred and twenty) days of reference to the mediation, then the aggrieved party may invoke arbitration in accordance with Clause 6 within 30 (thirty) days from the date of receipt of partial settlement agreement or failure report.

- i) **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per Clause 6 above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration:
- ii) Arbitration is restricted to disputes with a value of less than Rs. 10 Crores.
- iii) The dispute shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party.
- iv) Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.
- v) Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- vi) Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.
- vii) No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter VA of the Airports Authority of India Act, 1994.

6.1.5 Settlement of Commercial Disputes between Central Public Sector Enterprises (CPSEs) and Government Department / Organization- Administrative Mechanism for resolution of CPSEs Dispute (AMRCD)

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises {CPSEs}/Port Trusts inter se and also between CPSEs and Government Organization/ Department (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No.4{1}/2013-DPE{GM}/FTS-1s835 dated 22-05-2018".

APPENDIX-I

Letter comprising the Bid

(Refer Clause 1.16)

(to be submitted on the letter head of the Bidder/Lead Member)

To,

Chairman,
Airports Authority of India,
C-Block, 3rd Floor,
Rajiv Gandhi Bhawan, Safdarjung Airport,
New Delhi -110003

Sub: Development, Operation & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai.

Dear Sir,

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.s
6. I/ We declare that:

If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and I/ We do not have any conflict of interest in accordance with Clause 1.5.1 (iii) of the RFP document; and
 - (b) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 3 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- 7. I/ We understand that Authority may cancel the Bidding Process at any time and that Authority is neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 1.10 of the RFP document.
 - 8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document.
 - 9. I/ We declare that we/ any Member of the Consortium, or our/ its Affiliates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 - 10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 12. I/ We further certify that no investigation by a regulatory authority is pending either against me/ us or any member of consortium or against our or their Affiliates or against our CEO or any of our directors/ managers/ employees. [£]
 - 13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stake in Public Sector Enterprises through the process of disinvestment issued by GOI vide Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VII thereof.
 - 14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provision of this RFP, we shall intimate the Authority of the same immediately.

15. I/ We acknowledge and undertake that we/ any Members of our Consortium will be short-listed on the basis of our/ our Members/ Affiliates Technical Capacity and Financial Capacity, and we/ our Members of the Consortium shall hold share capital in the Concessionaire in accordance with Clause 1.8.1 of the RFP. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the draft Concession Agreement in respect of Change in Ownership.
16. I/ We acknowledge and agree that in the event of a change in control of an Affiliates whose Technical Capacity was taken into consideration for the purposes of short-listing under and in accordance with the RFP, I/ We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/ We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/ we agree to enter into the Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the Project. We understand that except to the extent as expressly set forth in the draft Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. The documents accompanying the Bid, as specified in Clause 1.16.1 of the RFP, have been submitted by uploading the scanned copies on CPPP.
21. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/ We shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/ us our Bid is not opened or rejected.
22. The Bid has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, the draft Concession Agreement, our own estimates of cost and traffic and after a careful assessment of the site and all the conditions that may affect the implementation of the Project.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

24. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement until the 7th anniversary of the COD (as defined in the Concession Agreement).}
25. I/ We shall keep this offer valid till 90 days from opening of the financial bid.

In witness thereof, I/ We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: [●] (Signature, name and designation of the Authorized signatory)

Place: [●] Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidders-specific particulars.

ANNEXURE-I

Particulars of the Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role^{\$}	Percentage of equity in the Consortium^{\$\$}
1.			
2.			

^{\$} The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 1.5.5 (e).

^{\$\$}The percentage of equity should be in accordance with Clause 1.5.5 (a), (c) and (f).

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

ANNEXURE-II

TECHNICAL CAPACITY OF THE BIDDER

(Refer to Clauses 1.5.2 and 2.2 of the RFP)

Bidder Type	Member Code	Project Code	Experience ⁴ (Equivalent INR) ⁵		
			Payments made/ received for construction	Payments made for development	Revenues collected and appropriated
Single Entity Bidder		a			
		b			
		c			
		d			
Consortium Member 1		1a			
		1b			
		1c			
		1d			
Consortium Member 2		2a			
		2b			
		2c			
		2d			

1. A Bidder consisting of a single entity should fill in details as per the row titled single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled single entity Bidder may be ignored. In case credit is claimed for an Affiliate, necessary evidence to establish the relationship of the Bidder with such Affiliate, in terms of Clause 1.5.8, shall be provided.
2. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. 'TM' means Technical Member, 'FM' means Financial Member, and 'OM' means Other Member. Bidders shall clearly indicate the Member Code.
3. Refer Annexure-IV of this Appendix-I. Add more rows if necessary.
4. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Affiliate specified in Clause 1.5.8 and/ or by a project company eligible under Clause 2.2. In no case shall the cost of land be included.
5. For conversion of US Dollars to Rupees, the rate of conversion shall be Rs. 93.59 (Rupees Ninety-three and fifty-nine paisa) to 1 (one) 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.

ANNEXURE-III

FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clauses 1.5.2 and 2.4 of the RFP)

Bidder type⁵	Member Code⁶	Proposed Equity Shareholding in Consortium (%)	Net Worth/ACI (In INR Crore)⁴
(1)	(2)	(3)	(4)
Single entity Bidder			
Consortium Member 1			
Consortium Member 2			

Instructions:

1. The Bidder shall provide an auditor's certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 1.5.3 (ii).
2. In case of ACI, the Bidder shall provide certificate (specifying methodology adopted) issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 03 (three) months prior to the Bid Due Date.
3. The Bidder shall also provide the name and address of its bankers.
4. For conversion of other currencies into rupees, see note below ANNEXURE-II of APPENDIX-I..
5. A Bidder consisting of a single entity should fill in details as per the row titled single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled single entity Bidder may be ignored.
6. For Member Code, see note below ANNEXURE-II of this APPENDIX-I.
7. In case credit is claimed for an Affiliate, necessary evidence to establish the relationship of the Bidder with such Affiliate, in terms of Clause 1.5.8, shall be provided.

ANNEXURE-IV

DETAILS OF ELIGIBLE PROJECT

(Refer to Clauses 1.5.2 and 2.2 of the RFP)

Project Code:

Member Code:

Item	Refer Instructions	Particulars of the Project
Name and nature		
Sector	5	
Year-wise (a) amount paid for or payments received for construction (b) payments made for development and/ or (c) revenues collected and appropriated.	6	
Entity for which the project was undertaken		
Location (City, Country)		
Date of commencement of project/ contract		
Date of completion/ commissioning, as applicable	7	
Equity shareholding (with period during which equity was held)	8	
Whether credit is being taken for the Eligible Project of an Affiliate (Yes/ No) If, yes provide details of the same.	11	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. The projects cited must comply with the eligibility criteria specified in Clauses 1.5.2, 2.2.2 and 2.2.3 of the RFP. Bidders should also refer to the instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium, then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d, etc.,
3. A separate sheet should be filled for each Eligible Project.
4. Member code shall indicate NA (for Not Applicable) in case of a single entity Bidder. For other Members, the following abbreviations are suggested, viz. 'TM' means Technical Member, 'FM' means Financial Member, and 'OM' means Other Member. In case the Eligible Project relates to an Affiliate of the Bidder or its Member, write 'Affiliate' along with member code.

5. Mention the infrastructure sub-sector to which the Eligible Project belongs.
6. The total payments received/ made and/ or revenues collected/ appropriated for each Eligible Project are to be stated in ANNEXURE-II of this APPENDIX-I. The figures to be provided here should indicate the break-up for the past 07 (seven) financial years. Refer to Clause 1.5.2 in this regard. In no case shall the cost of land and expenditure on repairs and maintenance be included.
7. The date of commissioning of the project, upon completion, or date of completion of construction, as applicable, should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
8. The equity shareholding of the Bidder, in the company owning the project needs to be given (Refer Clause 2.2.2).
9. Experience for any activity relating to an Eligible Project shall not be claimed by 02 (two) or more Members 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.
10. Certificate from the Bidder's statutory auditor⁶ or its respective clients must be furnished, substantially as per format in Schedule-1 for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder / Member/ Affiliate may provide the requisite certification.
11. In the event that credit is being taken for the Eligible Project of an Affiliate, as defined in Clause 1.5.8, the Bidder should also provide a certificate from statutory auditor/company secretary substantially as per the format in APPENDIX-V.
12. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project.

Schedule 1: Certificate from the Statutory Auditor regarding Eligible Project

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/ Member/ Affiliate) holds/ held% (..... percent) of the total paid up and subscribed equity capital) of the project company.

We further certify that (name of the project) was undertaken in (name of infrastructure sub-sector).

We further certify that Rs. (Rupees) was [paid for construction/ received for construction/ paid for development/ revenues collected and appropriated] during the last 7 (seven) years preceding the Bid Due Date, as mentioned below:

.....

Name and address of the audit firm:

Seal of the audit firm:

(Signature, name, designation, mobile no. & email of the authorized signatory).

UDIN:

Date:

APPENDIX-II

Power of Attorney for signing of Bid

(Refer Clause 1.16.1)

Know all men by these presents, We [●] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us/ the Lead Member of our Consortium and holding the position of [●] , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection and submission of our bid for the [●] Project proposed or being developed by the [●] (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, [●], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 20[●]

For [●]

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX–III

POWER OF ATTORNEY IN FAVOUR OF A MEMBER OF THE CONSORTIUM TO ACT ON BEHALF OF THE CONSORTIUM

(Refer Clause 1.16.1)

- A. Whereas, Airports Authority of India (“AAI”) has invited bids from Bidders *(as defined in the RFP)* for the HFK Project *(as defined in the RFP)*, pursuant to the Request for Proposals number [insert] dated [insert] issued by AAI dated [insert] (“RFP”);
- B. Whereas, [insert name of all the members of the Consortium] (collectively the “Consortium”) being members of the Consortium are interested in bidding for the HFK Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the HFK Project;

AND

- C. Whereas, it is necessary for the members of the Consortium to designate one of them to act for and on behalf of the Consortium, and vest in such member all necessary powers and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Bid being made by the Consortium for the HFK Project, in accordance with the provisions of the RFP, and the execution thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. We, [insert names and registered office addresses respectively of all members of the Consortium other than the member in favour of which the power of attorney is being issued] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize [insert name of the member of the Consortium in whose favour the power of attorney is being issued], having its registered office at [insert registered office address of the member in whose favour this power of attorney is to be issued], being a member of the Consortium, true and lawful attorney of the Consortium (the “Attorney”), and hereby irrevocably authorize the Attorney (with the power to sub-delegate the same) to conduct all business for and on behalf of the Consortium in connection with the HFK Project and the RFP, and any documentation in connection therewith, and: (i) during the Bid Process; and (ii) during the execution of the HFK Project, in the event the Consortium is awarded the Concession for HFK and in this regard, to do for and on our behalf and, on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the HFK Project, including but not limited to:
- (a) the signing and submission of all documentation and applications, the Bid, any undertakings in connection therewith, and other documents and writings;
 - (b) participating in meetings involving the Consortium as a Bidder, and other conferences;
 - (c) responding to queries;
 - (d) submitting information / documents;
 - (e) signing and executing contracts and undertakings consequent to acceptance of the Bid of the Consortium; and

- (f) generally, to represent the Consortium in all its dealings with AAI; and/or any other agency appointed by AAI or any other person or authority, in all matters in connection with or relating to or arising out of the Bid to be made by the Consortium for the HFK Project and/or upon award thereof till the Concession Agreement for HFK is executed with AAI.
2. We shall hold the following shareholding in the Consortium in accordance with the provisions of Binding Agreement, the RFP, and the Concession Agreement for HFK:

Sl. No.	Name of the member of the Consortium	Percentage of shareholding in the Project Concessionaire
1.		
2.		

AND

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [insert] DAY OF [insert month], [insert year].

For:

(Signature)
(Name & Title)

[To be executed by all the Members of the Consortium. Please modify the signature block appropriately.]

Accepted by:

[Insert name of the member in whose favour power of attorney is issued]

(Signature)
(Name & Title)

Witnesses:

1. [insert name]
2. [insert name]

Person identified by me / personally appeared before me / signed before me / Attested /
Authenticated*
(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: [insert]

[Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by Applicable Laws and the charter documents of the executant(s).*
2. *The executant shall submit for verification, the relevant extract of the charter documents and/or documents such as a resolution of the board of the executant, for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by executant in this regard.*
3. *In the event that the Power of Attorney is executed in India, the Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*

APPENDIX-IV

Joint Bidding Agreement

(Refer Clause 1.16.1

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [●] day of [●] 20[●]

AMONGST

1. [●] Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at [●] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {[●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Airports Authority of India,

Represented by its Chairman and having its principal office at Rajiv Gandhi Bhawan, New Delhi (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**) by its Request for Proposal No. [●] dated [●] (the “**RFP**”) for **Development, Operation & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai (the “Project”).**

[¥] A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the “RFP” document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the “RFP” document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the “RFP”

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Concessioneing Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Operation and Maintenance Member/ Other Member of the Consortium of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

- (b) Party of the Second Part shall be (Financial Member/ Operation and Maintenance Member/ Other Member of the Consortium);
- (c) Party of the Third Part shall be (Financial Member/ Operation and Maintenance Member/ Other Member of the Consortium);

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the “RFP” and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party :

Second Party :

Third Party :

- 6.2 The Parties undertake that they will hold not less than 51% (fifty one per cent) of its issued and paid up Equity of the SPV until 7th anniversary of the COD of the Project; and that no Consortium Member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification cum Proposal shall together {with its/their Associates}, for a period of 07 (seven) years Last day of month previous to one in which tender is, hold less than 26% (twenty-six per cent) of such Equity.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between COD of the Project and the seventh anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

In the presence of:

1.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX-V

CERTIFICATE HAVING UDIN FROM STATUTORY AUDITOR / COMPANY SECRETARY

(Refer Clause 2.3.4)

[On the letterhead of the statutory auditor of each entity through whom Technical Capacity/ Financial Capacity is being claimed]

Certificate from Statutory Auditor/ Company Secretary regarding Affiliate*

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the aggregate issued, subscribed and paid up voting equity of (name of the Affiliate) is held, directly or indirectly**, by (name of Bidder/Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Affiliate in terms of Clause 2.3 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/Member in the Affiliate. In the event the Affiliate is under common control with the Bidder/Member, the relationship maybe suitably described and certified herein}

* *In the event the Bidder/Member is claiming to be an Affiliate based on the powers of to direct the management and policies of a Person, which is not a company, corporation or LLP, this certificate maybe suitably modified and copies of relevant documents maybe referred to.*

** *In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Affiliates, i.e., the shareholding in each such company should be more than 50% (fifty percent) in order to establish that the chain of control is not broken.*

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory).

Date:

APPENDIX-VI

INTEGRITY PACT

This Pact made this [●] day of [●] between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at [●] in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers, or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for [●]. The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (T I) headquartered in Berlin (Germany). The Authority will appoint an Independent Engineer (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for [●] in response to the NIT (Notice Inviting Tender) dated [●], Bidder/ Contractor is signing the contract for execution of [●]

NOW, therefore,

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

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the Authority;

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

3. Commitments of Bidders/Contractor.

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

- 3.1. The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other

- contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 3.3. The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
 - 3.4. The Bidder/Contactor shall when present his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The Bidder/Contractor further confirms and declares to the Authority that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6. The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7. The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8. The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9. The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
 - 3.10. The Bidder/Contractor will inform to the Independent Engineer. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any Authority's associate(s)

- 3.11. The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12. The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/2013.
- 3.14. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15. That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1. The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2. The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3. That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Bidder/ Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Bidder/ Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.

- 4.5. That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6. That if the Bidder/ Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Bidder/ Contractor(s).
- 5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**

While submitting bid, the Bidder shall deposit an EMD/SD/BG/Draft/Pay Order etc I/C Warranty Period, PG/Bond, Validity etc, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - (iii) To recover all sums already paid by the Authority, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
 - (v) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - (vi) To debar the Bidder from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.

- (vii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - (viii) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the Bidder, the same shall not be opened.
 - (ix) Forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (x) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the Bidder/ contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xi) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2. The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4. That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5. The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive

suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent Engineer (s),

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

9. Facilitation of Investigation.

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

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions

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

12. Pact duration (Validity)

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

13. Company Code of Conduct

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

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

Buyer

Name of the Officer

Bidder

Chief Executive Officer

Request for Qualification cum Proposal for Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai.

Designation	Witness
Deptt./Ministry/PSU	1. _____
Witness	2. _____
1. _____	
2. _____	

APPENDIX-VII

GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT

(Refer Clause 1.5.4)

No. 6/4/2001-DD-II

Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.

Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it

has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX-VIII

GUIDANCE FOR REGISTRATION ON CPPP AND ONLINE SUBMISSION OF BID

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: www.etenders.gov.in

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: www.etenders.gov.in) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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 / eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, 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.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading 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 and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BID

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "**online**" to pay the tender fee and EMD. Procedure to be followed for Online Collection of EMD and Tender Fee from Bidders is at Page NIC-GePNIC 1 to 20. If Tender Fee and EMD are not received, then their tenders will be liable to be rejected.

- 4) 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 the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the **light blue coloured** (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5) 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.
- 6) 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 document 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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 with all other relevant details.
- 9) 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.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) 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.

APPENDIX-IX

PROCEDURE FOR ONLINE COLLECTION OF BID PROCESSING FEE

Procedure for Online Collection of EMD and Tender Fee from Bidders

1. Bidder will login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of participation to the tender.
2. After Login search the tender in “Search Active Tender” tab with different criteria after that click on “set as favorite” to move on “My Tender”. Then click on “My tender” and view the tender details and click on proceed for Bid Submission.
3. For submission of online Tender Fee and EMD, click on Button as “Pay Online”
4. **In case of Tender Fee:** If the Bidder is exempted from the tender fee payment, then select the option to “Yes” other wise “NO” as per below screenshot:

5. **In case of EMD:** If Bidder is paying EMD through any of below options, Select the option “Yes” (as per below screenshot) and provide the details and upload copy as a proof.
 - Bank Guarantee (BG)/Swift Transfer (ST)
 - Exempted from EMD Payment,

Note: For submitting “EMD through BG/ST” or “Exemption from EMD payment” bidder must select “Yes” otherwise bidders will not have the option to pay EMD through Bank Guarantee. Once proceeded it is not possible to revert the option.

6. Select option “NO” (as per below screenshot) for proceeding for Online EMD payment.

After selecting the option, click on “Next” Button as per above screenshot. Further process to be followed as per subsequent screen.

STEPS FOR MAKING TENDER PAYMENTS IN ETENDERS SYSTEM VIA SBI BANK GATEWAY

(SBI AND NON SBI ACCOUNT HOLDERS)

Home Page.

Login as a bidder into etenders.gov.in to proceed for payment.



Step 1) Click “Pay Online” when you reach below page while Online Bid Submission.

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Short fall Documents

Online Payment Status

My Bids History

Short Fall Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

BID MANAGEMENT

My Tenders > 2018_LSGD_204397_1 > Transaction Message

Organization Chain : NIC||NIC Contracts

Tender Reference Number : PW3/23401/18

Tender ID : 2018_LSGD_204397_1

Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	2500.00 (INR)	0.00	2500.00 (INR)	0.00
2	Emd Fee	37500.00 (INR)	0.00	37500.00 (INR)	0.00

Pay Online

Encrypt&Upload

Version:1.09.06 04-Feb-2018

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Step 2) Click “Confirm to Pay” to proceed with the payment gateway, as below.

Note: Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.

The screenshot displays the 'BID MANAGEMENT' interface. On the left is a navigation menu with sections: User Management (My Accounts, My Documents), Auction Management (My Auctions, Live Auctions, View Auction History), and Bid Management (Search Active Tenders, My Tenders, Clarification, My Active Bids, Bid Opening (Live), Short fall Documents, Online Payment Status, My Bids History, Short Fall Documents History, Archived Clarification, Tender Status, My Withdrawn Bids). The main content area is titled 'Offline/Online Payment Confirmation'. It shows the following details:

- Organization Chain : NIC||NIC Contracts
- Tender Reference Number : PW3/23401/18
- Tender ID : 2018_LSGD_204397_1
- Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Below this is a table for 'Bid Payment Details':

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid
1	Tender Fee	2128.00 (INR)	0.00	2128.00 (INR)
2	Emd Fee	23100.00 (INR)	0.00	23100.00 (INR)

A yellow 'Portal Alert' box contains the following text:

- Beyond this stage, you will not be able to edit Fee or Exemption details.
- Please confirm that the exemption and amount to be paid are correct.

Below the alert, it states: 'I hereby confirm that the above payment details are correct.' and provides two buttons: 'Back' and 'Confirm to Pay'.

At the bottom of the page, it shows 'Version:1.09.06 04-Feb-2018' and '(c) 2008 Tenders NIC, All rights reserved.'

Step3) Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit, as below.

Note: In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.

BID MANAGEMENT

OnLine Payment Gateway

Organization Chain : NIC|NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Fee Type	Actual Fee	Exempted Fee	Fee To be Paid
Tender Fee	2,500	0	2,500
Emd Fee	37,500	0	37,500
Total Fee			40,000

Choose Payment Option

☒ SBI MOPS

[Back](#) [Submit](#)

Version:1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.

Step 4) Check and Follow the **Terms and Conditions**, and then **Submit**, as below.

The screenshot displays the 'BID MANAGEMENT' section of a web portal. On the left is a navigation menu with categories like 'User Management', 'Auction Management', and 'Bid Management'. The main content area is titled 'OnLine Payment Gateway' and includes a 'Payment Verification' section. This section shows the following details:

- Organization Chain : NIC|NIC Contracts
- Tender Reference Number : PW3/23401/18
- Tender ID : 2018_LSGD_204397_1
- Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Below this, the 'Pay Model : SBI MOPS' is indicated. A 'Terms And Conditions' section is highlighted in yellow, containing a checklist of instructions for users. At the bottom right of this section are 'Back' and 'Submit' buttons. The footer of the page states 'Version:1.09.06 04-Feb-2018' and '(c) 2008 Tenders NIC, All rights reserved.'

Step 5) Bidders may choose the type of transaction and proceed for payment.

The screenshot shows the 'SBI ONLINE' payment gateway interface. It features a header with the SBI logo and 'ONLINE' text. The main content area is titled 'STATE BANK MULTI OPTION PAYMENT SYSTEM' and includes a prompt: 'Please Select Appropriate Card Type To Avoid Failures (Credit Card Options/For Debit Card)'. The interface is divided into three main sections:

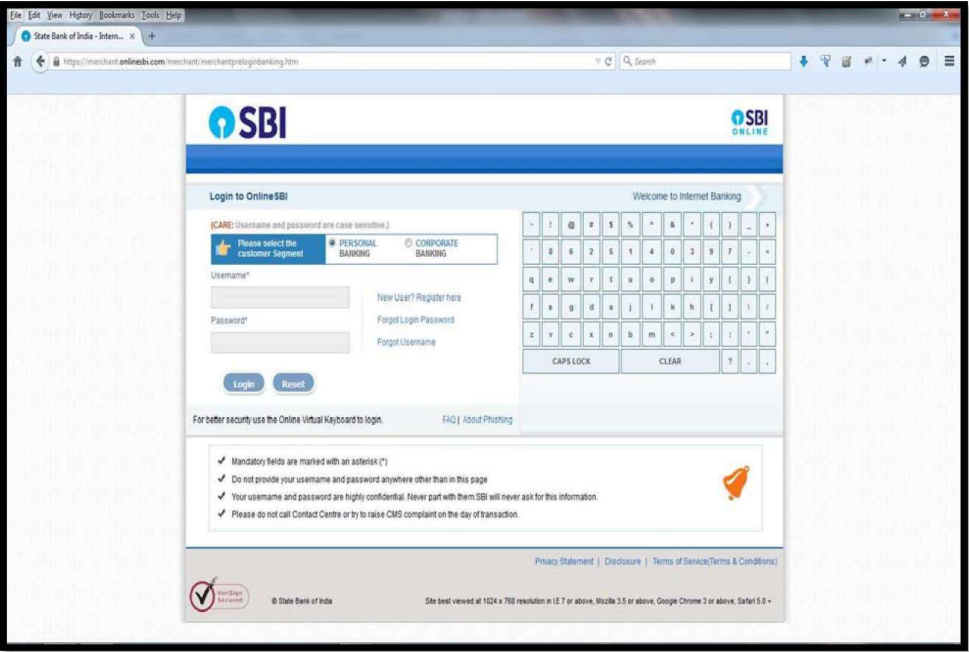
- Net Banking:** Contains two options: 'SBI' with 'Bank Charges: 11.8' and 'Other Banks' with 'Bank Charges: 132.5'. Each option has a 'Click Here' button.
- Card Payments:** A section for card-based transactions.
- Other Payments Modes:** Includes 'NEFT' with 'NEFT/RTGS' and 'Bank Charges: 133.0', also featuring a 'Click Here' button.

At the bottom, there is a 'Cancel' button and a footer with '© State Bank of India' and 'Site best viewed in IE: 10 • Mozilla 30 • Google Chrome 30 •'.

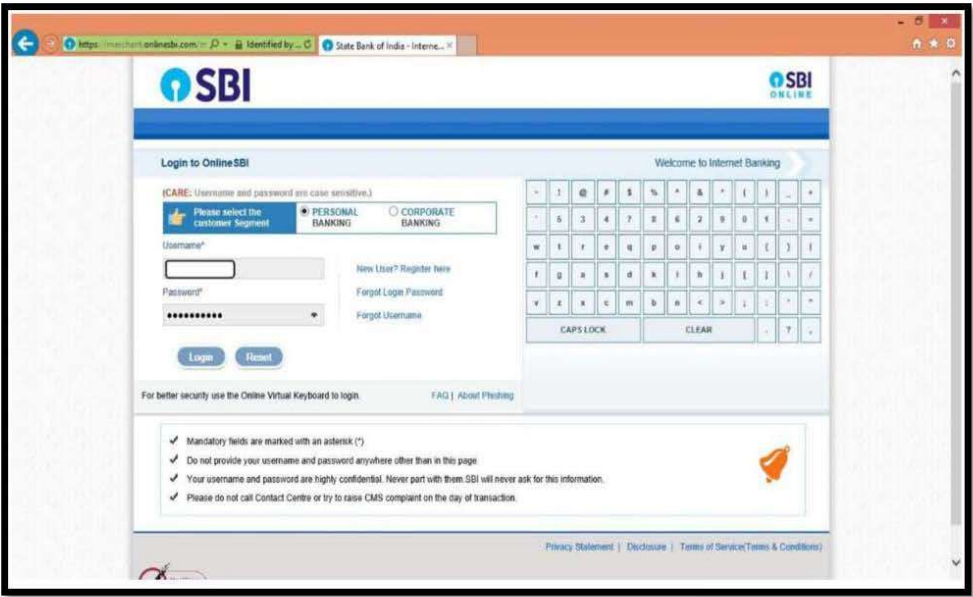
Step 6) Once the Payment type is selected it navigates to the respective landing page.

a) SBI

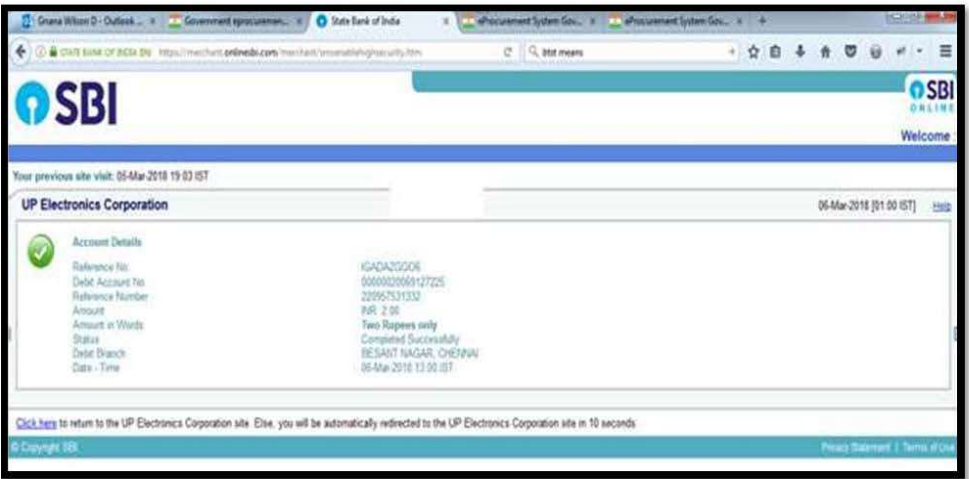
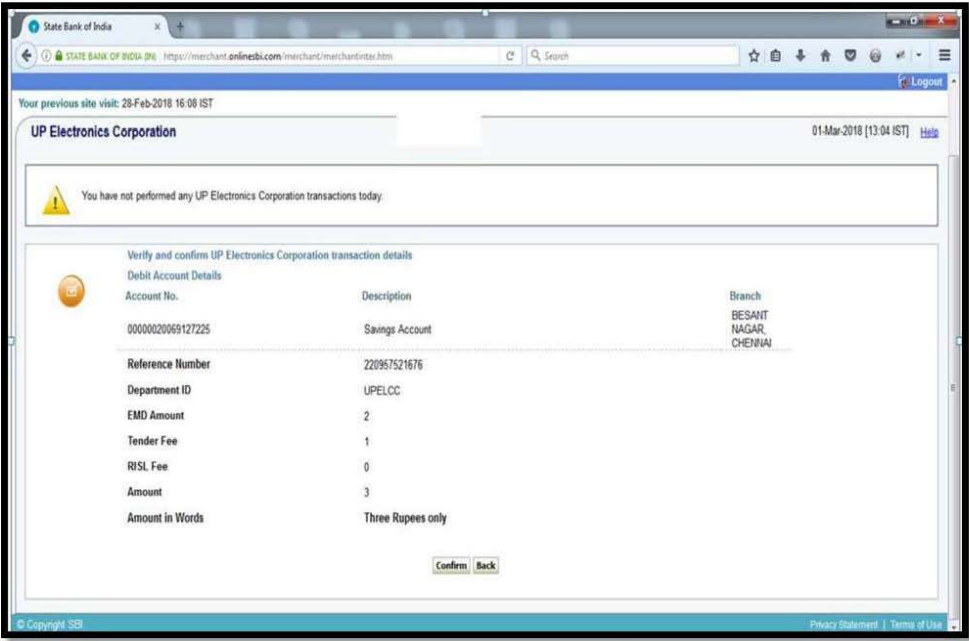
i. Bidders with SBI account may click **SBI** option to proceed to its Net Banking Page



ii. Bidders may enter SBI Net banking user ID and Password and Click on **Login** to proceed.



iii. Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.



iv. As in below, you will receive bank response immediately by verifying the payment status, whether **Success** or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Short fall Documents

Online Payment Status

My Bids History

Short Fall Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

BID MANAGEMENT

Bank Response On Payment Details

✓ Your Online transaction has been completed successfully.

Organization Chain : NIC||NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bank Response On Payment Details

eProcurement Ref. Number : 220957531332
PRN Number : 220957531332
Bank / UTR Number : IGADAZGG06
Bank Name : SBI Bank
Status : Success
Status Description : Completed successfully.
Tender Fee in ₹ : 1
EMD Fee in ₹ : 1
Total Fee in ₹ : 2

Next

v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

The screenshot displays the 'BID MANAGEMENT' section of a web application. On the left is a sidebar menu with categories: User Management, Auction Management, and Bid Management. The main content area shows details for a specific tender under 'My Tenders'.

Tender Details:

- Organization Chain : NIC||NIC Contracts
- Tender Reference Number : PW3/23401/18
- Tender ID : 2018_LSGD_204397_1
- Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List:

S.No	Bid Process	Action
1	Profile	

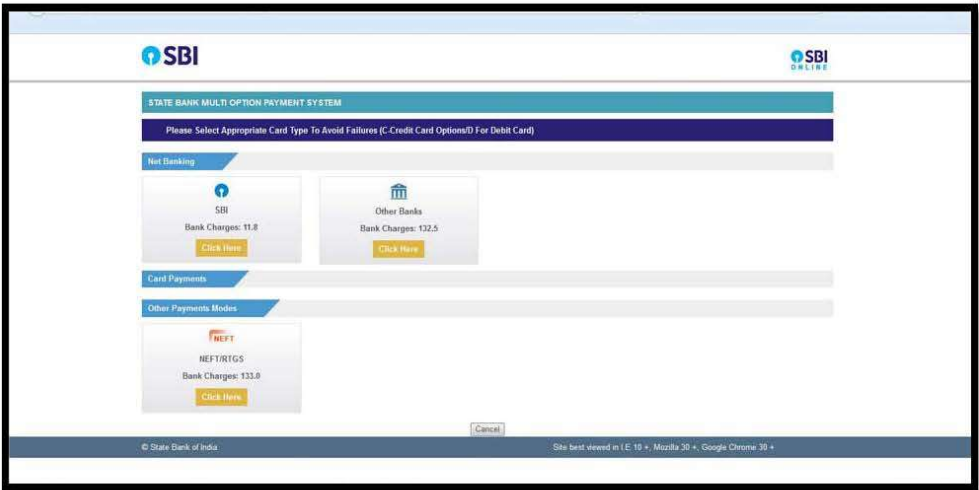
Bid Payment Details:

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	1.00 (INR)	0.00	0.00	1.00 (INR)
2	Emd Fee	2.00 (INR)	0.00	0.00	2.00 (INR)

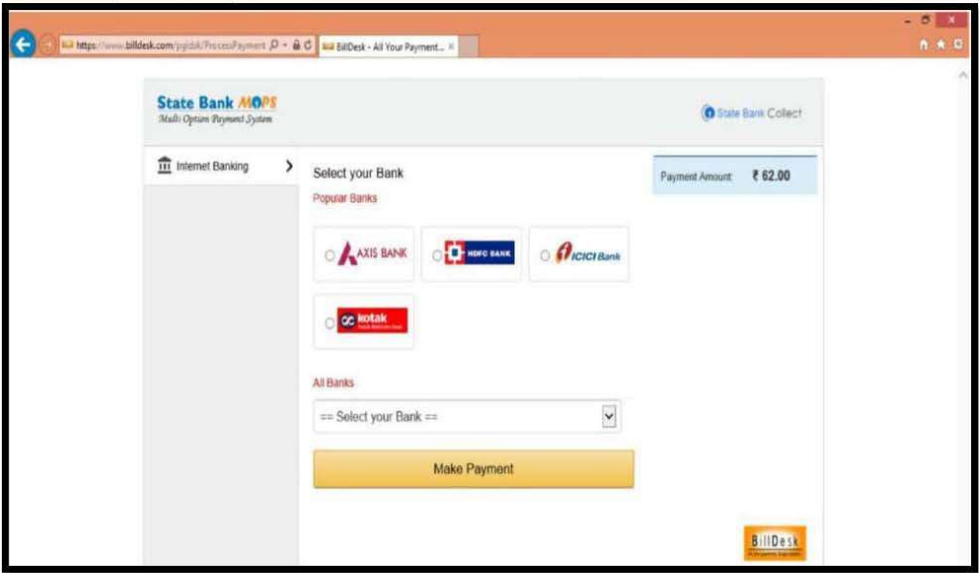
At the bottom right of the main content area, there is an orange button labeled 'Encrypt&Upload'.

b) OTHER BANKS :

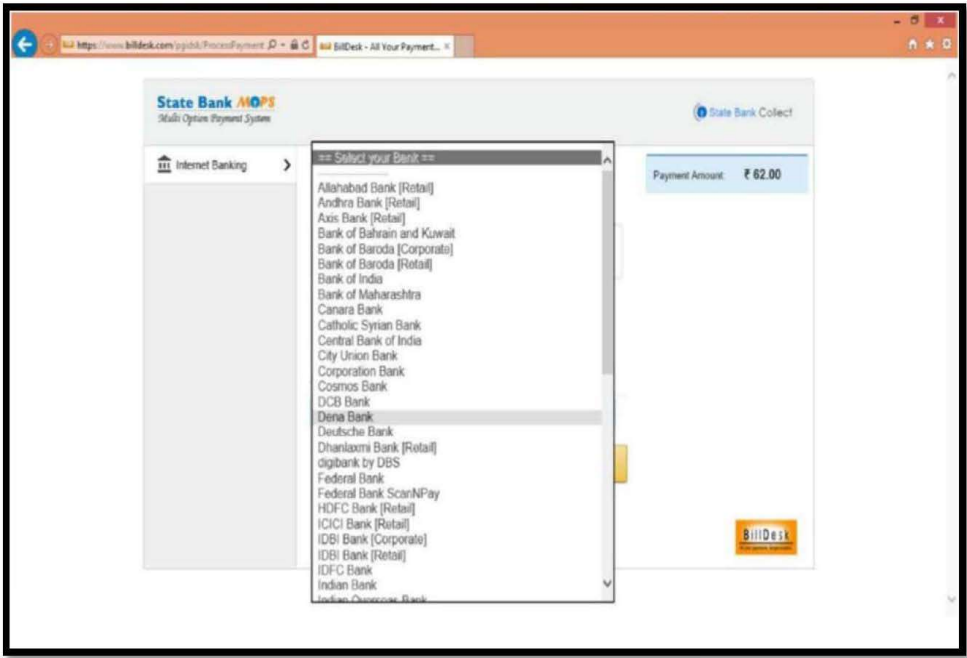
- i. Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page



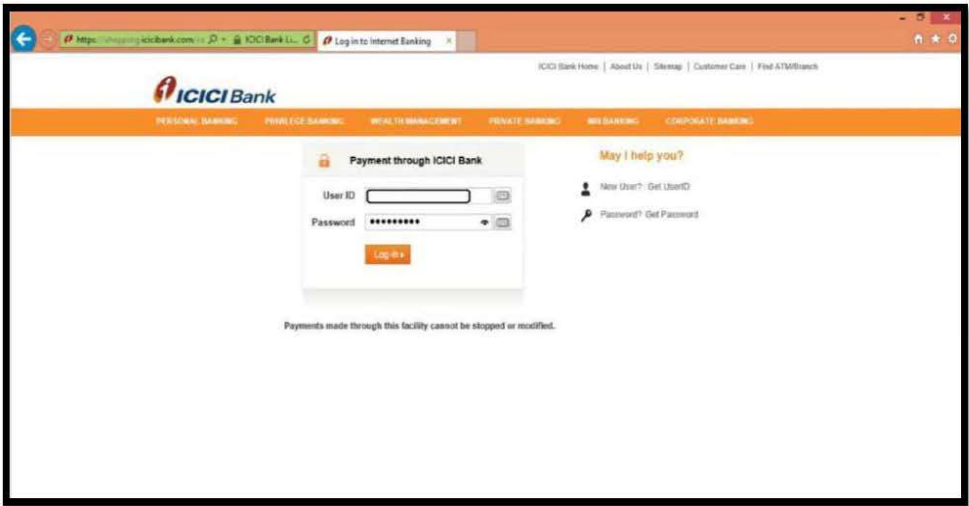
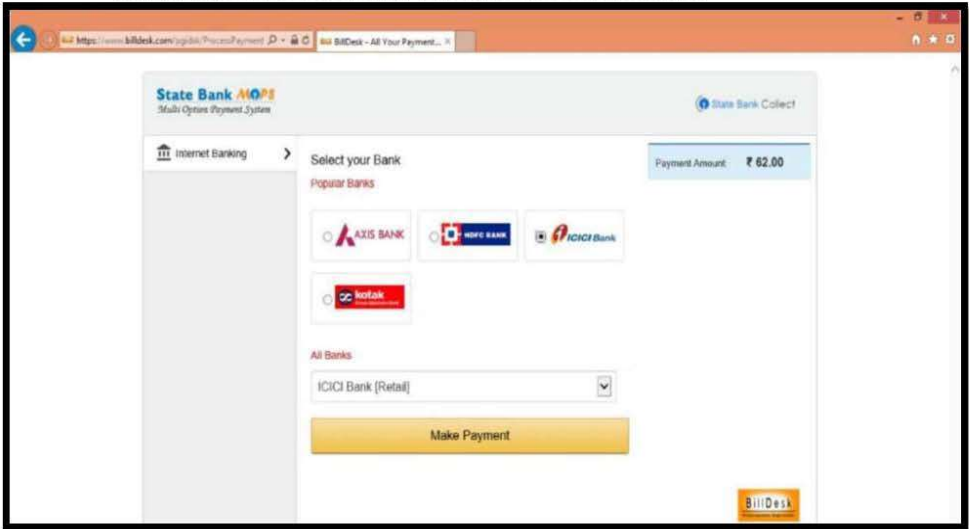
You may select the appropriate Bank from selection page. As an example, we are proceeding with ICICI Bank in the provided dropdown box of **All Banks**.



Request for Qualification cum Proposal for Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai.



- ii. After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.



PRIVILEGE

ICICI Bank

Make a Payment

Make a Payment

Make a Payment

You now have the option of paying from either your savings account or Pockets wallet.

Payment Details

Pay From

Pay To

Amount (INR)

Remarks

State Bank Of India - INB Dept (B)

62.00

Click here to view terms & conditions.

CANCEL

PAY

Notes:

1. By clicking on the 'Pay' button, you are agreeing to the terms and conditions as given above.

2. After clicking the 'Pay' button, please wait for sometime until we pass on your payment details to the biller.

3. Please do not refresh or close the browser window.

4. Please check the status of the payment with the merchant after 7 days of transaction date. In case the merchant does not update the payment within 7 days, please contact our 24-hour Customer Care for further assistance.

Customer Service

Customer Care Numbers

Get Initiatives

Help, Reviews & Feedback

Useful Links

Get User ID | Ways To Bank | Online Banking | Savings Account | PPF | Personal Finance Tools | Fixed Deposit | Gold Rate Today | Mobile Banking | Credit

Visit Other ICICI Bank Sites

ICICI Group | ICICI Foundation | ICICI Lombard General Insurance | ICICI Securities | ICICI Prudential Life Insurance | ICICI Prudential AMC | ICICI Ventures | ICICI Direct | ICICI Financial Consulting | ICICI Home Finance | Prudential The Bank of Rajasthan | Canara | Baroda | Canara | Germany |

https://shopping.icicibank.com/... Identified by ... Confirm Details

PRIVILEGE

ICICI Bank

About Us | Customer Care | Find ATMs/Branch

Confirm Details

Details

Pay From

Pay To

State Bank Of India - INB Dept.(BILL DESK BPC)


Amount (INR)

62.00

Remarks

Please enter these details to authorize the transaction

Gift Card



Please enter the following digits of your Debit Grid (This will be on the back of your card) for Account Number: 086601567890

B

H

J

One Time Password

OTP has been generated and sent to your registered Mobile Number

https://shopping.icicibank.com/... ICICI Bank Ltd. Payment Successful

PRIVILEGE

ICICI Bank

Payment Successful

Your payment of INR 62.00 has been made successfully to State Bank Of India - INB Dept.(BILL DESK BPC)

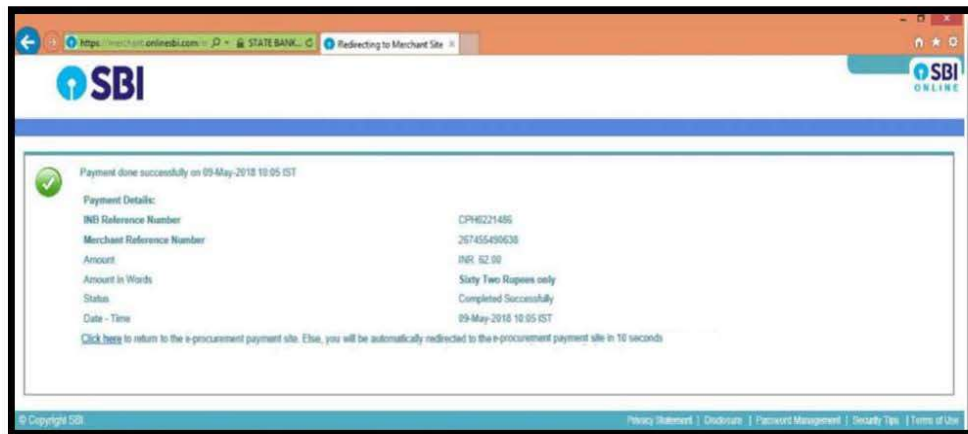
Your Merchant Reference Number is NICR285234178

Your Transaction Reference Number is: 1448563549

Kindly wait while we pass on your payment confirmation to State Bank Of India - INB Dept.(BILL DESK BPC)

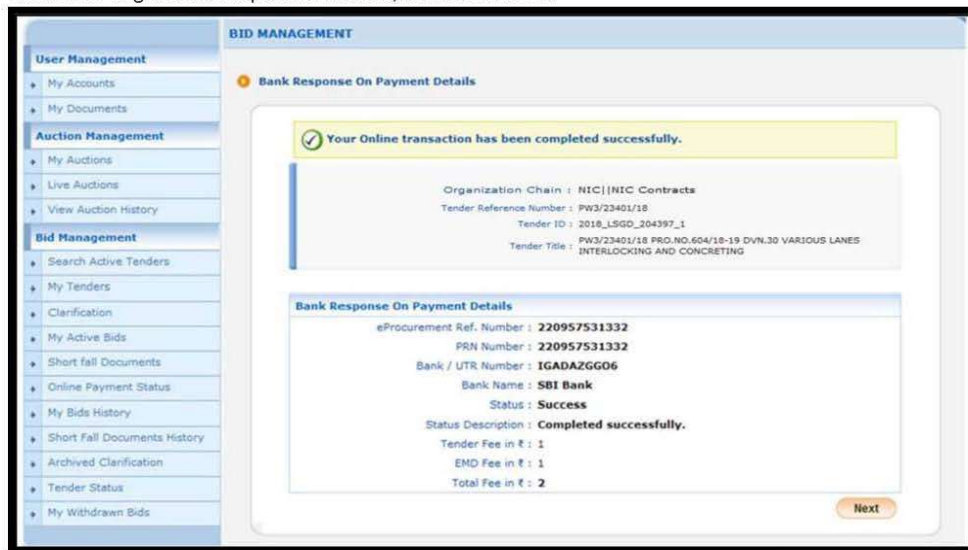
Please Note : For any transaction related queries, please contact the merchant and quote the Merchant Reference Number mentioned above.

- iii. After, successful payment, system will direct you to payment confirmation page.



- iv. As in below, you will receive bank response immediately by verifying the payment status, whether Success or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.



- v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

The screenshot shows the 'BID MANAGEMENT' interface. On the left is a sidebar menu with options like 'User Management', 'Auction Management', and 'Bid Management'. The main content area shows 'My Tenders' for tender 2018_KSITM_203916_2. It displays the organization chain as NIC|NIC Contracts, tender reference number PW3/23401/18, and tender title INTERLOCKING AND CONCRETING. Below this, there's a 'Bid Process List' table with one row for 'Profile'. Further down is a 'Bid Payment Details' table showing fees for tender and end fees. At the bottom right, there is an 'Encrypt&Upload' button.

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender fee	1.00 (INR)	0.00	0.00	1.00 (INR)
2	End Fee	2.00 (INR)	0.00	0.00	2.00 (INR)

C) NEFT/RTGS

- (i) Bidders may choose the type of transaction and proceed for payment.

The screenshot shows the 'SBI STATE BANK MULTI OPTION PAYMENT SYSTEM' interface. It prompts the user to 'Please Select Appropriate Card Type To Avoid Failures (C Credit Card Options/D For Debit Card)'. Under 'Net Banking', there are options for 'SBI' (Bank Charges: 0.0) and 'Other Banks' (Bank Charges: 59.0). Under 'Card Payments', there is an option for 'NEFT/RTGS' (Bank Charges: 0.0). Each option has a 'Click Here' button. At the bottom, there is a 'Cancel' button. The footer indicates '© State Bank of India' and 'Site best viewed in I.E. 10 +, Mozilla 30 +, Google Chrome 30 +'.

- (ii) Please click the check Box to proceed to the payment and click on the Confirm Button.



SBI

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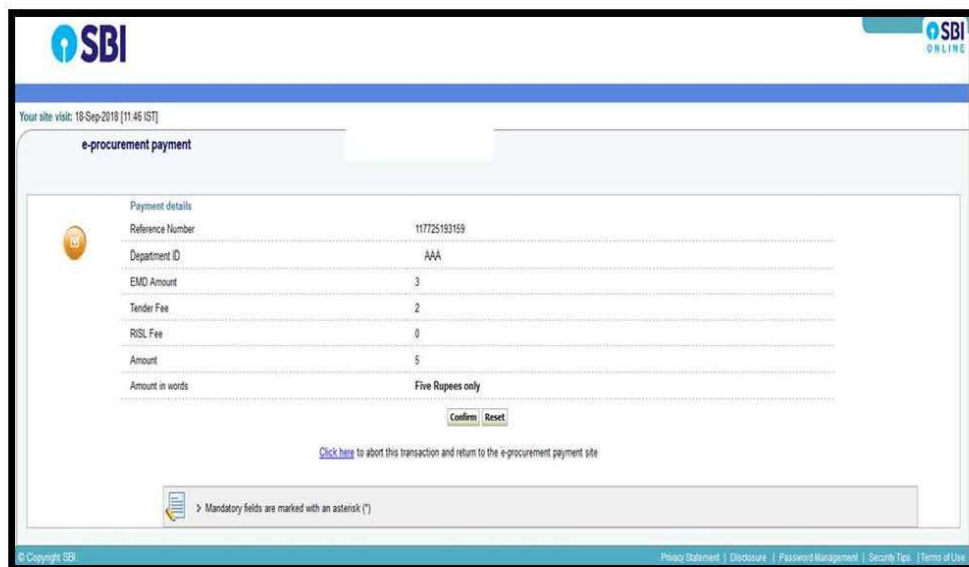
SBI is not in any way liable for the contents of any linked websites or webpages. By integrating with an external website or web page, SBI shall not be deemed to endorse, recommend, approve, guarantee, indemnify or introduce any third parties or the services/products they provide on their websites. Please note SBI is only facilitating the online transaction and will not be a party to any contractual arrangements entered into between you and the provider of the external website unless otherwise expressly specified or agreed to by SBI. Such external websites are governed by their respective policies.

☐ I have read and accepted the terms and conditions stated above.
(Click Check Box to proceed for payment)

Confirm

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- (iii) Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment.



SBI **ONLINE**

Your site visit: 18-Sep-2018 [11:46 IST]


e-procurement payment

Payment details

Reference Number	117725193159
Department ID	AAA
EMD Amount	3
Tender Fee	2
RISL Fee	0
Amount	5
Amount in words	Five Rupees only

Confirm **Reset**

[Click here](#) to abort this transaction and return to the e-procurement payment site

 Mandatory fields are marked with an asterisk (*)

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Request for Qualification cum Proposal for Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai.

(iv) Click **Confirm** button as below, to transfer payment.

SBI ONLINE

Your site visit: 16-Sep-2019 [11:46 IST]

e-procurement payment

Payment details

Reference Number	117725193159
Department ID	AAA
EMD Amount	3
Tender Fee	2
RSL Fee	0
Amount	5
Amount in words	Five Rupees only

Confirm

> Mandatory fields are marked with an asterisk (*)

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(v) The challan is generated after successful transaction.

SBI ONLINE

Your site visit: 16-Sep-2019 [11:46 IST]

e-procurement payment NEFT/RTGS Form

Beneficiary Account Number (as for remittance or as appears)	PSEDA0200001167
Amount	Rs. 5
Amount in Words	Five Rupees only
Beneficiary Branch	State Bank of India
Beneficiary IFSC Code	SBI0000767
Name & Address	e-procurement payment
Beneficiary Reference Number	117725193159

Note to Bidder:

a. The amount should be deposited within the prescribed time and as per the terms and conditions specified in tender.
b. Please ensure the correctness of details reported while remittance through RTGS/NEFT. SBI and State Bank of India will not be responsible for the remittance reported due to incorrect details reported.
c. For RTGS/NEFT transactions, date and time at which payment is received in SBI would be the basis for the purpose of determining the time as to whether payment was received in time or not. Therefore, bidder should make remittance well in advance so as to ensure that the payment reaches SBI before date and time for submission of tender.
d. Bidder's payment is received after closing date for the submission of tender, the payment will not be considered for further processing. The payment would be returned back to the bank account from which the remittance was made.
e. Bidder should verify that the payment status in e-procurement portal. The remittance for which payment is reported before closing date and time would be displayed as SUCCESSFUL in the portal. Otherwise bidder may contact their bank from which the remittance was made.
f. Bidder should ensure that under documents and EMD are received as one single remittance and not separate.
g. Bidder should ensure that amount is credited during RTGS/NEFT transaction in any bank account or home banking link in the name of e-procurement remittance form. Bidder should not include the account number.
h. If additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for RTGS/NEFT transactions.
i. Call or transfer amount to SBI and State Bank of India and the payment will be made as credit and the respective bid is liable to be rejected.
j. Please obtain CTR no. from your remitting bank for your record/reference.
k. Please note that this is only a remittance information form and not an acknowledgement of remittance.
In case the above points are not followed, the payment may be treated as invalid and the respective bid is liable to be rejected.

Disclaimer:

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[Click here to print the Remittance Form](#)
[Click here to Download it in PDF](#)
[Click here to return to the Tender/e-procurement payment page](#)

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(vi) The Downloaded challan of the e-procurement RTGS/NEFT Remittance Information

e-procurement payment RTGS/NEFT Remittance Information Form	
Beneficiary Details	
Beneficiary Details	
Beneficiary Account Number (to be entered as it appears)	PSEGACPJ8923167
Amount	Rs. 5
Amount In Words	Five Rupees only
Beneficiary Bank	State Bank of India
Beneficiary IFSC Code	SBIN0017676
Name and Address	e-procurement payment
Beneficiary Reference No	117725193159
Instructions for remitting Bank: a. This form is valid for remittance through non-SBI branches. b. Beneficiary account no. is alpha-numeric and case sensitive. It should be entered as it appears above. c. Amount to be remitted should not be higher or lesser and should be the same as shown above.	
Note for Bidders: a. Bidder should ensure that account no. entered during RTGS/NEFT remittance at any bank counter or Internet banking site is the same as it appears in this remittance form. Bidder should not truncate or add any other detail to the above account number. b. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for RTGS/NEFT remittance. c. Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, this remittance form is to be used only for RTGS or NEFT payment. d. Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. The remittance should be within the prescribed time and as per the terms and conditions specified in tender. e. Please ensure the correctness of details inputted while remittance through RTGS/NEFT. Please also ensure that your banker keys in the Account Number (which is case sensitive) as displayed in this form. SBI and Merchant Bankers should ensure that the details are correctly inputted. f. For RTGS, the purpose of remittance should be relevant for the purpose of the tender. Therefore, bidders should ensure that the purpose of remittance is relevant for the purpose of the tender. g. Bids for which Payment is received after closing date/time for submission of tender/bid would be rejected.	

APPENDIX- XA

UNDERTAKING WITH INFORMATION ON CONTRACTS WITH AAI

(Refer Clause 1.5.1 (iii.g) & 1.16.1

I/We hereby declare that we are having/had the following contracts with Airports/offices controlled by Airports Authority of India through a direct contract or through a contract with Airlines or any other party (in any capacity whatsoever and not being limited to as a role of a Concessionaire or licensee at AAI)

Sr. No.	Airport Name	Facility/Contract	Contract Period

(In case of no contracts in AAI controlled Airports, indicate NIL)

Date:

Place:

Signature:

Name:

Designation:

Address:

Seal of the Bidder/Bidder's Affiliate/Lead Member:

APPENDIX- XB

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

(Refer Clause 1.5.1 (iii.g) & 1.16.1)

1. Name of Contract :
2. Agreement No. :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period
7. Amount of Outstanding Dues upto 31/01/2026 (Disputed and un-disputed amounts to be shown separately)

Item	Disputed Amount (in Rs.)	Undisputed Amount (in Rs.)	Remarks
Space Rent			
Utility Charges			
Interest			
Any other Item			
Total			

8. Details of any arbitration/litigation

Signature of Airport Director Name: [•]

Designation: [•]

..... Airport

Note: A separate certificate has to be produced in respect of each contract.

APPENDIX – XI

(Refer Clause 1.16.1)

FORMAT OF BANK GUARANTEE AGAINST PERFORMANCE SECURITY

To,

.....
.....
.....

WHEREAS:

- (A) _____ (the “**Concessionaire**”) and the Airports Authority of India (the “**Authority**”) have entered into a Concession Agreement dated _____ (“**Agreement**”) whereby the Authority has agreed to the Concessionaire undertaking the construction, operation, maintenance and management of the Project on design, build, finance, operate and transfer (the “**DBFOT**”) basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs _____ cr. (Rupees _____ crore) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).
- (C) We, _____ through our Branch at _____ (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the Concessionaire’s obligations during the Construction Period, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the

- sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
 4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force till COD i.e. upto date and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [•] from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this..... day of , 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation) (Code Number) (Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX – XII

(Refer Clause 1.2.2 & 1.16.1)

FORMAT OF BANK GUARANTEE AGAINST BID SECURITY

WHEREAS, _____(Name of bidder) (hereinafter called “Bidder”) has submitted his tender dated _____(date) for the “__” (name of work) (hereinafter called “the TENDER”).

KNOW ALL PEOPLE by these presents that we_(name of bank) having our registered office at _____ (hereinafter called “the bank”) are bound unto Airports Authority of India through its “Bid Manager/ AAI’s Authorized representative” (Designation with address) (hereinafter called the “Bid Manager/ AAI’s Authorized representative”, as the case may be which expression shall unless repugnant to the subject or contract includes its administration, successors and assigns) in the sum of Rs. 10 (Ten) Crore for which payment will truly to be made to the said “Bid Manager/ AAI’s Authorized representative” the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this _____day of _____20_.

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Bidder withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the “Bid Manager/ AAI’s Authorized representative” and the Bidder:
 - a) Fails or refuses to execute the form of Agreement in accordance with the instructions to Bidder, if required –
OR
 - b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to Bidder,
OR
 - c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to Bidder,
OR
 - d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the “Bid Manager/ AAI’s Authorized representative” either up to the above amount or part thereof upon receipt of his first written demand, without the “Bid Manager/ AAI’s Authorized representative” having to substantiates his demand, provided that in his demand the Bid Manager/ AAI’s Authorized representative will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date*_____after the deadline for submission of tender as such deadline is stated in the instructions to Bidder or as it may be extended by the “Bid Manager/ AAI’s Authorized representative”, notice of which extension (s) to the bank is hear by waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE

SIGNATURE OF THE
BANK

WITNESS
(SIGNATURE NAME AND ADDRESS)

SEAL

* Date to be worked out on the basis of validity period of 180 days from bid due date.

APPENDIX-XIII

PROOF OF PAYMENT OF BID PROCESSING FEE AT CPPP

(Refer Clause 1.2.1)

APPENDIX-XIV

Financial Turnover of Applicant

Sr. No.	Financial Year	Turnover (Rs. In Lakhs.)
1.	2022-23	
2.	2023-24	
3.	2024-25	

Unique Document Identification Number (UDIN).....

SIGNATURE OF CHARTERED
ACCOUNTANT WITH SEAL

SIGNATURE (S) OF BIDDER (S)

Note: The bidder should give information strictly in above format.

- # This certificate shall be issued by the chartered accountant (on letter head) that ordinarily audits the annual accounts of the Applicant.
- # Copies of audited Annual Balance Sheets shall be submitted in support.

NOTE:

The relevant year shall be the financial year ending 31st March preceding the calendar year of bid submission or 31st March of the financial year preceding the previous financial year, if the balance sheet of the previous financial year has not been audited.

APPENDIX-XV

Undertaking for GST Compliance by The Bidder

To,

The Senior Manager (BD),
Airports Authority of India,
Business Development Cell
3rd Floor, Rajiv Gandhi Bhawan,
New Delhi – 110003

Subject: Undertaking regarding GST Compliance.

Ref: Tender ID: 2026_AAI_273005_1

Sir,

The tender documents for the work” ” have been issued to me / us by Airports Authority of India and we certify the following:

1. That, We, M/s are registered under GST & compliant of GST Provisions. Our GST No. is
2. I / We hereby undertake that I/We will comply of all GST provisions.
3. That, in case of non-compliance of GST provisions and blockage of any input credit, we shall be responsible to indemnify Airports Authority of India for the loss, if any, incurred by AAI.
4. That all input credits related to this work will be passed on to Airports Authority of India.

Yours faithfully,

Signature :

Name :

Designation :

Name of Agency :

APPENDIX-XVI

‘Undertaking’ regarding Blacklisting/ Debarment

(On Company’s Letter Head)

I/We (Name and Post of Authorized Signatory) on behalf
of..... (Name of Firm) do hereby solemnly affirm and declare as follows:

1. Our firm is not debarred / blacklisted by Airports Authority of India (AAI)/Ministry of Civil Aviation (MoCA)/Dept. of Expenditure (DoE), Ministry of Finance and the debarment/blacklisting/restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).
2. None of Proprietor / Partners / Board Members / Directors of M/s (Name of firm) has remained Proprietor / Partner / Board Member / Director in any firm which stands debarred / blacklisted / restrained by AAI/MoCA/DoE and the debarment/blacklisting / restraintment is not in force as on last /date of opening of tender (Envelope-1, normally called as technical bid).
3. Our firm understands that if our firm either debarred before the date of opening of tender (first bid, normally called as technical bid, in case of two pocket/two stage bidding) or debarred before the date of contract by AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
4. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/blacklisting/restraintment, termination of the contract etc. as deemed fit.

Place:

Date:

Signature & Name of Authorized Signatory
of the Consultant / Firm along with the company seal

Note: Above undertaking is to be given on company’s letter head.

APPENDIX-XVII

For Certificate of Net Worth from Chartered Accountant

This is to certify that as per audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/s.

..... (Name & registered address of Individual/Firm/Company), as on (the date of certificate) is Rs. after considering all liabilities. It is further certified that Net Worth of the company has not eroded by more than 30 % in last three years ending on 31st March 2025 (the relevant year*).

Unique Document Identification Number (UDIN).....

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership of ICAI

Date and Seal

SIGNATURE (S) OF BIDDER (S)

NOTE:

*The relevant year shall be the financial year ending 31st March preceding the calendar year of bid submission or 31st March of the financial year preceding the previous financial year, if the balance sheet of the previous financial year has not been audited.

APPENDIX-XVIII

Format Consent Letter Dispute Resolution Clause-6

To

The Chairman/Member/Regional Executive Director,s
Airports Authority of India

Subject: Respect for appointment of arbitration under clause _____ of the _____
agreement dated _____ for _____.

Sir/Madam,

1. We state that _____ (company/agency) was awarded work/concession of _____ at _____ Airport/ _____ (other location) of Airports Authority of India through Award Letter dated _____.
2. Dispute related to _____ arose between as (contractor/agency) and AAI.
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:
 - (i)
 - (ii)
 - (iii)
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we involve arbitration under clause _____ of the _____ agreement between us and AAI and as per provision to Section-12 (5) of the Arbitration & Conciliation Act 1996, we hereby agree and respect the Chairman/Member/Regional Executive Director AAI to appoint arbitration from AAI's panel of arbitrators.
6. I/We also give my/our consent for appointing any of an arbitrator from AAI's approved panel of arbitrators, as per paragraph-5 above.

Thanking you,

(_____)

Authorized signatory of

Encl : As above

APPENDIX-XIX

Format for opting Mediation in existing Agreements

From:

To

No. _____ Date: _____

Reference: Agreement No. _____ **for the work of** _____.

Court Case Number/Arbitration between _____ **&** _____
Subject: Request to refer the existing dispute for mediation through Mediation Committee of Independent Experts.

Sir,

Please refer the subject cited above. Vide agreement dated _____ for _____, disputes arose with regard to and the matter is pending for/yet to be referred for resolution/adjudication by Dispute Resolution Committee/ Dispute Resolution Board/ Arbitrator/ court.

I / We, do hereby request the Airports Authority of India to refer our disputes/ ongoing dispute to MCIE as per AAI Mediation Policy dated _____ which are listed as under:

- i.
- ii.
- iii.

We undertake to abide by the terms and conditions of the said policy of AAI and would not question any settlement, if arrived, through Mediation. All cost/expenses of mediation shall be borne equally with the Accepting party.

It is consented that by referring the matter to mediation, dispute resolution through DRC/DRB under clause of the agreement, is dispensed with.

Yours faithfully,

(_____)

Authorized Representative of Requesting Party

(_____)

Authorized Representative of Accepting Party

APPENDIX-XX

ACCEPTANCE OF AAI'S TENDER CONDITIONS

(Refer Clause 1.11.1 of Tender to be submitted on official letterhead of the firm)

To

The Senior Manager (BD)
Airports Authority of India,
Business Development Cell,
Rajiv Gandhi Bhawan,
New Delhi-110003

Sir,

1. I/We downloaded /obtained the tender document(s) for the work “***Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai*** from CPP portal web site (s) namely : <http://etenders.gov.in/eprocure/app> as per your advertisement given in the above mentioned website (s).
2. I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/us which shall form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its totally/entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI.
5. I/We hereby submitted that I/We paid/submitted the required earnest money as per NIT conditions.
6. I/We certify that all information/documents furnished by our Firm is true & correct and in the event at any stage, the information /documents is found to be incorrect/untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully

(Signature of the Bidder, with Official Seal)

APPENDIX-XXI

Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017

(Scanned copy to be submitted by Bidder in Cover-I on letter head of Company/Firm)

Name of Work: _____

Tender ID: _____

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (Name of company/Firm) _____ that:

1) I am competent to swear this undertaking on behalf of M/s _____ (Name of company/Firm).

2) I have read the Order(s) on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order(s).

3) I certify that M/s _____ (Name of company/Firm) _____ is not from such a country / is from such a country, has been registered with the Competent Authority (strike out whichever is not applicable). I hereby certify that this BIDDER fulfils all requirements in this regard and is legible to be considered [Where applicable, evidence of valid registration with the Competent Authority is attached].

4) I understand that the submission of incorrect data and / or if certificate/ declaration given by M/s _____ (Name of company/Firm) _____ is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Procurement Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

**Signature and name of the authorized signatory of the firm
With Rubber Stamp**

Date:

Place:

APPENDIX-XXII

Indicative Format for Financial Bid
(To be submitted online only)

Name of Project: Development, operation & maintenance of the ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai.

Name of the Bidder/ Bidding Firm /				
PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER	TEXT	TEXT	NUMBER	TEXT
Sl. No.	Item Description	Units	BASIC RATE In Figures To be entered by the Bidder (Percentage %)	Quoted percentage in words
1	2	5	13	55
1	<p>Revenue share payment to AAI to be quoted by the Developer as a percentage of their Gross Revenue.</p> <p>Note:- 1) All Applicable Taxes/Duties / Levies GST etc. as applicable as per Law of Land, has to be paid by Bidder/ Concessionaire over and above quoted amount of Revenue Share. 2) Bidder has to quote its Financial Bid in terms of % of Gross Revenue, as defined in Draft Concession Agreement, rounded to two decimal points. Bidder only needs to provide information in cells highlighted in Blue.</p>	Percentage of Gross Revenue		<p>Rate Entry Please enter Basic Rate in % for this item.</p>

Request for Qualification cum Proposal for Development, Operations & Maintenance of ATF Management System under open access on DBFOT basis at Chennai International Airport, Chennai.

BOQ