



## **INDIAN AVIATION ACADEMY**

**e-Tender**

**for**

**Installation/Provision of Infrastructure to  
Provide Customized Shared In- Building Solutions (IBS)**

**at**

**Indian Aviation Academy, Vasant Kunj, New Delhi**

**E-Tender No. 2022\_AAI\_137662\_1**

## TABLE OF CONTENTS

S. No.	Contents	Page No.
1.	Cover Page	1
2.	Table of Contents	2
3.	Disclaimer	3-5
4.	Notice Inviting E-Tender	6-12
5.	E-Tendering guidelines to the bidders	13-14
6.	General Information and Guidelines	15-22
6.	Annexure: A- Draft License Agreement Appendix:1- General Terms & Conditions Appendix:2- Special Terms & Conditions Appendix:3- Schedule of Premises	23-38
7.	Annexure: B – Format for Power of Attorney	39-40
8.	Annexure: C- Format for Unconditional Acceptance Letter	41-43
9.	Annexure: D - Format for Details of Bidder	44
10.	Annexure: E - Format for Certificate from CA/ Statutory Auditor in respect of technical experience and financial criteria	45
11.	Annexure: F - Format for Letter of Understanding from Bidder	46
12.	Annexure: G - Declaration by Bidder	47
13.	Annexure: H - Format for Details of Near Relatives working at IAA.	48
14.	Annexure: I - Format for Outstanding Dues Certificate	49
15.	Annexure: J - Format for Beneficiary Details for EMD Refund	50
16.	Annexure: K - Format for Bank Guarantee	51-52
17.	Annexure: L - Letter of understanding from the Depositor to be submitted along with Bank Guarantee to IAA.	53
18.	Annexure: M – Checklist for Bidders	54
19.	Blank	55

## **DISCLAIMER**

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

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

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

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

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

The Indian Aviation Academy may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in

this e-Tender.

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

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

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

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## **INDIAN AVIATION ACADEMY**

E-tenders are invited for award of License for *Installation/Provision of Infrastructure to Provide Customized Shared In- Building Solutions (IBS)* at Indian Aviation Academy, Vasant Kunj, New Delhi.

### **INTRODUCTION**

1. Indian Aviation Academy (“IAA”) has an state-of-an-art campus centrally located in Vasant Kunj, New Delhi. This Training Institute is a joint venture of Airports Authority of India (AAI), Bureau of Civil Aviation Security (BCAS) and Directorate General of Civil Aviation (DGCA) and provides training to all aviation stake holders across the nation as well as all over the world.
2. IAA is desirous of participation of eligible entities in the subject e-tender *License for Installation/Provision of Infrastructure to Provide Customized Shared In- Building Solutions (IBS) at Indian Aviation Academy, Vasant Kunj, New Delhi.*
3. National Institute of Aviation Management and Research (NIAMAR) Society was registered on 22nd July 2010 and Indian Aviation Academy came into existence on 22nd July 2010. One of the main aims and objectives to Set-up of a joint Civil Aviation Training Academy with participating organizations as "Airports Authority of India", "Directorate General of Civil Aviation" and "Bureau of Civil Aviation Security" to be named as "Indian Aviation Academy" under the aegis of NIAMAR Society. In this way Indian Aviation Academy came into existence on 22nd July 2010.
4. The main functions of IAA include:
  - Carry out development of trainings for all aviation stake holders which includes participants all across the country.
  - Carrying out International Civil Aviation Organization (ICAO) training programs which includes participants all across the globe as well as across the nation.
  - Different training programs, seminars and ministerial programs are organized at IAA.
  - Training of AAI, BCAS and DGCA officers all across the country.
  - Training for Cabin Crew, Pilots etc.

## NOTICE INVITING E-TENDER (NIET)

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

Name of Facility	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD)(in INR)	Minimum Reserved License Fees (MRLF) (in INR)
License for allotment of space for installation/provisions of Infrastructure to provide "Customized Shared In-Building Solutions to Cellular operators"	Rs. 10,000/- (Rupees Ten Thousand only)	Rs. 1,16,630/- (Rupees One Lakh Sixteen Thousand Six Hundred and Thirty Only)	Rs. 1,11,050/- (exclusive of applicable taxes and charges) for <b>01 no. of Cellular operators in a bouquet</b>

**NOTE:**

- a) Offers below MRLF will not be considered for award.
- b) Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- c) License fees shall be the quoted fixed license fees. The quoted fixed license fees/MMG is subject to annual escalation as detailed in NIT.

The quoted License Fee shall be for one (01) operator in the bouquet and the bidder will be bound to pay it as minimum.

However, in case of increase in no. of Cellular Operators beyond the specified number in the bouquet, pro-rata increase in license fee shall be payable.

[For e.g. if against the MRLF of Rs. 1,11,050/- (Rs. 1,11,050/- \*1) for one (01) operator, the highest bidder has quoted is Rs. 1,50,000/- (for 1 operator) per month i.e. Rs. 1,50,000/- per operator. For each additional operator joining the bouquet 01 operator, pro-rata license fee of Rs. 1,50,000/- per additional operator OR the license fee applicable after annual escalation at that time shall be payable].

- d) In addition to the License Fees, the selected bidder shall be liable to pay:
  - (i) Space/Land Rent for installation of equipment including space for installation of generator/ control room/ tower (at bare land/space) etc. In addition to this, Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by IAA from time to time, normal notified space rent is Rs. 1340/- Per Sqm per month for AC area and Rs. 890/- Per Sqm per month for Non-A.C. area, subject to annual escalation of 7.5%, then rounded off nearest to multiple of Rs. 10/- from 1<sup>st</sup> April of every year or as may be notified by IAA from time to time) for allotted space. The space rent is subject to revision at the discretion of IAA from time to time and such increase of space rent shall be payable by the licensee without any protest or dispute.

- (ii) Presently un-paved land rent in non-operational area is Rs. 7285/- per Sqm per annum, subject to annual escalation as decided by IAA from time to time.
- (iii) In case of any increase in the area utilized for providing Customized Shared In-Building Solutions to Cellular operators, the space rent shall be enhanced on pro-rata basis and the utility facilitation charges also shall be applicable to the enhanced area.
- (iv) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
- (v) Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Indian Aviation Academy and at the rates as fixed by IAA from time to time.

2. **Location Details:** Detailed schedule of premises specifying area and location is at [Appendix 3](#).

3. **Period of Concession:** The period of the license shall be for Three (03) Years extendable by a further period of two (02) years on mutual consent subject to satisfactory performance (in terms of service, conduct and payment of dues/delayed interest) during the initial three years period.

4. **Rate of Escalation:**

a. License Fees shall be subject to annual escalation of 10%.

b. The first annual escalation will be applicable after completion of **one year +six months** license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operation on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.

5. The prospective bidders are requested to go through the tender conditions and visit the site to assess the feasibility of business/undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by IAA at any stage for whatever reasons.

6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by IAA. Conditional tenders would be summarily rejected.

7. **Business Incubation Period** shall mean a period of **15 days** from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.

## 8. Handing Over of Sites:

- (a) Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
- (b) If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 16<sup>th</sup> day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.
- (c) In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7<sup>th</sup> day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Director, IAA in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

## 9. Gestation Period:

- (a) Gestation period, reckoned from the date of handing over of sites shall be for 90 Days OR actual commencement of the license, whichever is earlier.
- (b) No gestation period is to be permitted in case of renewal/award of the concession/ license in favor of the existing licensee in the same place (i.e. same area as well as location). However,
  - (i) Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
  - (ii) If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

## 10. Eligibility Criteria:

### a. Technical Criteria:

- i. *Agency/Firm having two (02) years of experience in last seven (07) years of providing such facility in public areas like Airports/ Bus Station/Railway Station/ Shopping Mall/ Star Hotels/ Metro Stations/ Cine Complexes/ Hospital etc.*
- ii. *Total years of experience, as required is to be reckoned from the date of opening of the technical bid i.e. on the date of opening of technical bid, the party should fulfill the experience criteria as claimed.*



- iii. *The experience, as claimed should be duly supported by documents establishing the claim of the bidders. The copy of required documentary proof can be copies of award letters supported by experience certificate issued by the contract awarding company/agency; copy of work completion certificate issued by the contract awarding company/agency is required. Books of accounts shall clearly depict the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting an experience certificate issued by CA will not be considered to testify the claimed experience. An undertaking/self-declaration that the furnished information is true also needs to be supported along with supporting documents.*
- iv. *Participation in the form of consortium is not allowed.*

**b. Financial Criteria:**

- (1) Minimum Gross Turnover requirement shall be Rs. 13, 32, 600/- (Rupees Thirteen Lakh thirty-two thousand and six hundred only).
- (2) Qualifying percentage turnover from same business as concession/license for the said facility shall be 50% from, the business for which experience has been claimed, of Minimum Turnover Requirement.

**Note:**

- The required turnover of the company/agency should be in any two (02) financial years for which technical experience has been claimed.
  - Unless otherwise specified, net worth of the bidder should be positive.
  - In case of multiple businesses of bidder, the breakup of the turnover with the specific head as from the tendered facility should be submitted.
  - Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant.
  - Duly signed undertaking on the letter head of the bidder regarding overall as well as break-up of turnover should also be submitted.
  - Certificate issued by Chartered Accountant/Statutory Auditor, with respect to net worth of the bidder, may be accepted for ascertaining positive net worth (or as specified in the tender document) of the bidder.
  - All Certificates issued by CA should mandatorily contain its **UDIN Number**.
11. Only one e-tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
12. Any party either a firm or an individual falling under the following categories is not eligible:

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

Indian Aviation Academy shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms and conditions of the existinglicense/concession) equivalent to 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputeddues under arbitration shall be minimum **02 years** from the date of DRC/Arbitration and further renewable.

In the event of specific order/judgment from Judicial Court/ Arbitral Tribunalstaying/ withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

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

Following declaration will also be part of [Annexure: G](#)

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

13. E-Tender documents indicating full details of the license can be seen in the e- tender documents uploaded on the NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in)
  - a. The bids shall be submitted only on the NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in)
  - b. The bids shall not be accepted in any other form.
  - c. The e-tendering process is online at NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in)

- d. Tenderers are requested / advised to get themselves acquainted for e- tendering participation requirement themselves at NIC CPPP E-TenderingPortal at [etenders.gov.in](http://etenders.gov.in) mentioned above.
- e. Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
- f. The Cost of tender fees amounting to **Rs. 10,000/- (Rupees Ten Thousand Only) (non-refundable)**, will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favour of **Indian Aviation Academy (Niamar Society)**, Payable at New Delhi. The original demand draft against tender fee should be posted / couriered / given in person to the concerned officials at Indian Aviation Academy, Vasant Kunj, New Delhi shall be paid by the bidder before the scheduled time of e-tender submission. No other mode of payment shall be acceptable.
- The amount of Earnest Money Deposit (EMD) of **Rs. 1,16,630/- (Rupees One Lakh Sixteen Thousand Six Hundred and Thirty Only)** will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favour of **Indian Aviation Academy (Niamar Society)**, Payable at New Delhi. The original demand draft against EMD fee should be posted / couriered / given in person to the concerned officials shall be paid by the bidder before the scheduled time of e-tender submission. No other mode of payment shall be acceptable.
- a. A copy of the proof/documents of the above payments (i.e. cost of tender document and EMD) made offline should be uploaded (i.e. scanned copy along with the technical bid documents to be submitted by the bidders (online)).
  - b. Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers
  - c. E-bids shall be submitted in two bid system as follows: -
    - i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under [clause 3](#) of the general information / guidelines of Notice Inviting Tender.
    - ii. Financial Bid – As required under [clause 4](#) of general information /guidelines of Notice Inviting Tender.

#### 14. **Critical Dates:**

<b>Published Date &amp; Time</b>	<b>14.12.2022, 1700 Hrs.</b>
<b>Download/ Sale of e-tender from NIC CPP Portal</b>	<b>14.12.2022, 1705 Hrs.</b>
<b>Bid Submission Start Date &amp; Time</b>	<b>14.12.2022, 1705 Hrs.</b>
<b>Submission of queries related to e-tender if any, on NIC CPP portal only</b>	<b>14.12.2022, 1705 Hrs.</b>
<b>Bid Document Download/ Sale End Date &amp; Time</b>	<b>04.01.2023, 1000 Hrs.</b>
<b>Technical Bid Opening Date &amp; Time (Cover-I) (Tentative only)</b>	<b>05.01.2023, 1100 Hrs.</b>
<b>Financial Bid Opening Date &amp; Time (Cover-II) (Tentative only)</b>	<b>09.01.2023, 1100 Hrs.</b>

15. In case bidder withdraws from tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.
16. In case a party has deposited EMD and Tender Fees but did not participate in the Tender process i.e. the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD deposited by the party may be refunded after deduction of 10% of EMD amount. However, the tender fees shall not be refunded in this case.
17. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
18. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party shall be debarred for participation in any tender at IAA for one year from the date of debarment.
19. IAA reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
20. IAA reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
21. On acceptance of the tender, the name of the authorize representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the IAA is to be intimated.

**Director**  
**Indian Aviation Academy**