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**AAI CARGO LOGISTICS & ALLIED SERVICES CO LTD
KOLKATA AIRPORT**

NOTICE INVITING TENDER

for

LICENSE FOR OPERATION OF SNACK BAR

at

near NICT Vehicle parking Area, **Kolkata Airport**

Tender Reference No.: AAICLAS/COML/KOL/2020/02A

Previous Tender Id: 2020_AAICL_54634_1

Current Tender Id: 2020_AAICL_54634_2

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DISCLAIMER

The information contained in this NOTICE INVITING E-TENDER document (the "e-Tender") or subsequently provided to Applicant(s), whether in documentary form, by or on behalf of the AAICLAS, 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 AAICLAS 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 AAICLAS 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 AAICLAS, 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 AAICLAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AAICLAS, 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 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 arising in any way for participation in the bidding process.

The AAICLAS 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 AAICLAS 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 AAICLAS is bound to select all the Proposals for bidding process for the Concession and the AAICLAS 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 AAICLAS 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 AAICLAS 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 AAICLAS 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 AAICLAS including termination of Concession, debarring, forfeiture of EMD and/or Security Deposit. The Applicant shall also indemnify the AAICLAS and its employees from actions arising out of this e-Tender.

AAI CARGO LOGISTICS & ALLIED SERVICES CO LTD
KOLKATA AIRPORT

E-tenders are invited for award of License for Operation of Snack Bar at near NICT Vehicle parking Area, Kolkata Airport.

INTRODUCTION

1. AAI Cargo Logistics & Allied Services Co Ltd (AAICLAS), a fully owned subsidiary company of AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS) is formed to manage its cargo functions in India. The main functions of AAICLAS include:
 - Design, Development and Management of air cargo terminal in a more professional manner.
 - Improving existing infrastructure and developing new facilities vis-à-vis venturing into new business avenues and cater to needs of industry and stakeholders.
2. AAICLAS is desirous of participation of eligible entities in the subject e-tender License for Operation of Snack Bar Facility at near NICT Vehicle parking Area, Kolkata Airport.

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)
License for operation of Snack Bar facility at near NICT Vehicle parking Area, Kolkata Airport.	Rs. 2000/- (Rupees Two Thousand only)	Rs. 50,000/- (Rupees Fifty thousand only)	Rs. 17,050/- (Rupees Seventeen Thousand Fifty only) Per Month plus facilitation charges and applicable taxes

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 are subject to 10% annual compound escalation.
- d) In addition to the Concession Fees, the selected bidder shall be liable to pay:
 - (i) Facilitation / Utility charges at 10% of normal space rent (or as may be notified by AAICLAS from time to time, presently normal notified space rent for non-AC is Rs. 1515 Per Sqm per month (w.e.f. April 2020) subject to annual escalation of 10%) for allotted space.
 - (ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
 - (iii) Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the AAICLAS and at the rates as fixed by AAICLAS from time to time.

2. **Location Details:** As per the schedule of premises

3. **Period of Concession:** Three (03) years from the date of commencement with extension of One (01) year based on performance.

4. **Rate of Escalation:**

- a. License Fees shall be subject to annual escalation at the rate of 10% every year.
- 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- y e a r period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations 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 / cargo terminal 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 AAICLAS 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 AAICLAS. Conditional tenders would be summarily rejected.

7. Handing Over / Taking over of Site / Facility:

- a. Site will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of gestation 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 ended on 30th day of issuance of LOIA i.e. immediately after expiry of gestation 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 7th 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 Regional Manager in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

8. Gestation Period:

- a. Gestation period of 30 Days, a reckoned from the date of issuance of LOIA shall be permissible. The Licensee will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA. Conditions of award such as submission of security deposit, payment of advance license fee, execution of agreement etc. to be completed within 15 days of issuance of LOIA. Date of commencement will be date of takeover or after completion of gestation period of maximum 30 days, whichever is earlier.

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.

9. Eligibility Criteria:

a. Technical Criteria

- i. The participating agency must have one (01) year experience in F&B business during the last seven (07) years.
- ii. The participating agency must have operated at any railway station, commercial complex, bus stations, Airports, roads, highways in the last two (02) years.
The copy of work order/license/agreement is to be submitted for verification.

b. Financial Criteria

- i. Minimum Gross Turnover requirement shall be Rs.2,04,600/-.
 - ii. Qualifying percentage turnover from same business as concession/license
Qualifying Turnover should be 50% from the business for which experience has been claimed, of Minimum Turnover Requirement.
 - a. Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor.
 - b. The turnover of the company/agency should be in any one of the last three (03) financial years from the date of publication of NIT.
 - c. Unless otherwise specified, net worth of the bidder should be positive.
 - d. In case of multiple businesses of bidder, the breakup of the turnover (certified by statutory auditor /chartered accountant) with the specific head as from the tendered facility should be submitted.
10. 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.

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

- a. De-barred/black listed by CBI or AAI or AAICLAS or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. A declaration to this effect is also to be submitted by the party with tender documents.
- b. Parties facing action under PPE Act, with AAI.
- c. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI/AAICLAS at any of the airports as a whole and has not paid such dues to AAI/AAICLAS shall also not be eligible for the e tender.
- d. If the entity participating in any of the tenders is a Private or Public Limited Company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to AAI/AAICLAS, then the said entity may not be allowed in AAICLAS tenders. The disputed dues referred to an arbitrator for adjudication as per terms and conditions of the license agreement shall not form a part of outstanding dues for the purpose of the acceptance of tender documents.
- e. A declaration to the effect that the Tenderer does not fall under the categories a), b), c), and d) above has to be submitted in the Technical Bid. (Refer: Annexure: G). Following declaration will also be part of Annexure: G

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

12. 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

- a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in
- b) The bids shall not be accepted in any other form
- c) The e-tendering process is online at NIC CPPP E-Tendering Portal at etenders.gov.in
- d) Tenderers are requested / advised to get themselves acquainted for e-tendering

participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in mentioned above.

e) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.

f) **Cost of tender fees amounting to Rs.2000/- (Rupees Two thousand), shall be paid by the bidder before the scheduled time of e-tender submission through RTGS/NEFT in favor of 'AAI Cargo Logistics & Allied Services Co Ltd' No other mode of payment shall be acceptable.**

g) **The amount of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) shall be paid by the tenderers before the scheduled time of e-tender submission through RTGS / NEFT in favor of 'AAI Cargo Logistics & Allied Services Co Ltd'. No other mode of payment shall be acceptable.**

h) The particulars pertaining to 'AAI Cargo Logistics & Allied Services Co Ltd' Bank account for RTGS / NEFT are as follows: -

Account Name	AAI Cargo Logistics & Allied Services Co Ltd
Account Type	Current
Account No.	37131046964
Bank Name	State Bank of India
Branch	Air Cargo Complex Br. Kolkata Airport
IFSC Code	SBIN0010418

i) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) made through RTGS / NEFT is to be uploaded (i.e. Scanned copy) along with the technical bid documents to be submitted by the bidders(online).

j) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.

k) E-bids shall be submitted in two bid system as follows: -

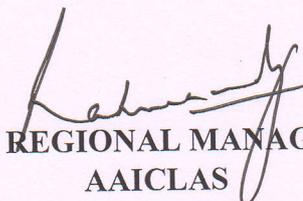
i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information / guidelines of Notice Inviting Tender.

ii. Financial Bid – As required under clause 4 of general information /guidelines of Notice Inviting Tender.

13. Critical Dates:

S. No.	Activity	Scheduled Dates and Time
1.	Download / Sale of e-Tender Document from NIC CPP portal	From 26.08.2020 09.00 hrs. to 02.09.2020 1500 hrs.
2.	Submission of queries related to e-Tender, if any; on NIC CPP portal only.	Up to 28.08.2020 by 1800 hrs.
3.	Reply to the queries by AAICLAS on NIC CPP portal	By 29.08.2020 by 1800 hrs.
4.	End date and time for online submission of Bids (Technical Bid as well as Financial Bid) on CPP portal	Up to 02.09.2020 up to 1100 hrs.
5.	Opening of Technical Bids / Proposal(s) (online only) (Tentative)	On 03.09.2020 at 1100 hrs.
6.	Opening of Financial Bids of Technically qualified bidders (Tentative)	Informed through CPP Portal

2. In case bidder withdraws from tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.
3. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
4. 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 AAICLAS tender at Kolkata Airport for one year from the date of debarment.
5. AAICLAS reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
6. AAICLAS 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).
7. 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 AAICLAS is to be intimated.


REGIONAL MANAGER
AAICLAS
KOLKATA AIRPORT