



REQUEST FOR QUALIFICATION cum PROPOSAL

(RfQ-cum-RfP)

Notice No.: NIAL-02/2019/05

Instruction to Bidders Volume I

Development of Greenfield Noida International Airport on

Design, Build, Finance, Operate and Transfer

At

Jewar, Gautam Buddh Nagar, Uttar Pradesh

30th May 2019

(This document is meant for exclusive purposes of submitting the proposal against this RfQ-cum-RfP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Request for Qualification cum Proposal
Development and Operation/Maintenance of Noida International Airport near Jewar, Gautam Buddh Nagar District, Uttar Pradesh
RfQ-cum-RfP No.
<p>Noida International Airport Limited invites Bids for development, operation and maintenance of Noida International Greenfield airport at Jewar, Gautam Buddh Nagar District, Uttar Pradesh.</p> <p>The last date for submission of Bid is October 30, 2019 before 1500 hours IST. Opening of the technical bid is scheduled at 1100 hours IST on November 06, 2019 at Noida International Airport Limited 1st floor, commercial complex, sector- Omega 1, Greater Noida.</p> <p>All other details including any date extensions, clarifications, amendments, corrigenda etc., will be uploaded on the website https://etender.up.nic.in and will not be published in newspapers. Bidders shall regularly visit the website to keep themselves updated.</p>

Acknowledgement:

This document shall be returned duly signing each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Selection process for the **Development and Operation/Maintenance of Noida International Airport near Jewar, Gautam Buddh Nagar District, Uttar Pradesh** and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Bid submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing Authority.

DISCLAIMER

The information contained in this Request for Qualification cum Proposal document (the “**RfQ-cum-RfP**”) or subsequently provided to 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 Bidder(s) on the terms and conditions set out in this RfQ-cum-RfP and such other terms and conditions subject to which such information is provided.

This RfQ-cum-RfP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RfQ-cum-RfP is to provide interested parties with information that may be useful to them in the formulation of their proposal pursuant to this RfQ-cum-RfP. This RfQ-cum-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 RfQ-cum-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 RfQ-cum-RfP. The assumptions, assessments, statements and information contained in this RfQ-cum-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 RfQ-cum-RfP and obtain independent advice from appropriate sources.

Information provided in this RfQ-cum-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 RfQ-cum-RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfQ-cum-RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfQ-cum-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 RfQ-cum-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 RfQ-cum-RfP.

The issue of this RfQ-cum-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 or 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.

GLOSSARY

ACI	Shall have the meaning ascribed to it in clause 2.2.4 (ii)
AIF	Means an alternate investment fund as defined in Regulation 2(1)(b) of Securities and Exchange Board of India (Alternate Investment Funds(Regulations, 2012, as may be amended from time to time;
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bid (s)	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.1.5
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.4
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Validity	As defined in Clause 2.19
BOT	Build, Operate and Transfer
BOO	Build , Own and Operate
BOOT	Build , Own, Operate and Transfer
BOLT	Build, Own, Lease and Transfer
Coercive Practice	As defined in Clause 4.3(c)
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1 (a)
Corrupt Practice	As defined in Clause 4.3 (a)
Creore	10,000,000 (Ten Million)
DBFOT	As defined in Clause 1.1.1
DGCA	Directorate General of Civil Aviation, Government of India
Demand Draft	As defined in Clause 1.2.1
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	Eligible projects as stipulated in Clauses 3.2.3 and 2.2.3 (b)
Estimated Project Cost	As defined in Clause 1.1.4

Experience Score	As defined in Clause 3.2.5
Financial Bid	As defined in Clause 2.15.3
Financial Capacity	As defined in Clause 2.2.2 (B)
Fraudulent Practice	As defined in Clause 4.3 (b)
Government	Government of Uttar Pradesh or Government of India as the case may be
Jt. Bidding	As defined in Clause 2.2.6 (g)
Lakh	100,000 (hundred thousand)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Highest Bidder	As defined in Clause 1.2.6 (d)
Member	Member of a Consortium
mppa	Million passengers per annum
Net Worth	As defined in Clause 2.2.4 (ii)
O&M	Operation and maintenance
O&M Experience	The O&M requirement set out in Clauses 2.2.3
PPP	Public Private Partnership
Premium Rate	As defined in Clause 1.2.6 (c)
Project	As defined in Clause 1.1.1
Qualified Bidders	As defined in Clause 1.1.1
Rs. or INR or Rupees	Indian Rupee
Restrictive Practice	As defined in Clause 4.3 (e)
RfQ-cum-RfP	As defined in the Disclaimer
Scheduled Bank	A bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934
Selected Bidder	As defined in Clause 3.7.1
SPV	As defined in Clause 2.2.6
Subject Person	As defined in Clause 2.2.1 (c)(i)
Technical Bid	As defined in Clause 1.2.3
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)
Tie Bidders	As defined in Clause 3.7.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

1. INTRODUCTION

1.1 Background

1.1.1. The Government of Uttar Pradesh (“GoUP”) has envisaged development of Greenfield airport near Jewar, Gautam Buddha Nagar in the State of Uttar Pradesh (“State”). Development of airport is expected to connect cities such as Agra, Mathura, Gautam Buddha Nagar etc to world’s aviation network. This will ensure improved industrialization in the region as it will integrate the industries in the hinterland to the global value chains. Improvement in the air connectivity may also provide boost to tourism sector by increasing traffic inflows at the existing tourist sites and create more avenues for the development of new tourist centers .The proposed airport will also help in decongestion of the Indira Gandhi International (IGI) Airport in Delhi, which is soon expected to reach its capacity.

For the development of the Airport, GoUP has procured clearances/approvals from other Government agencies/department and ministries. Government of Uttar Pradesh represented by Noida International Airport Limited through GO no. 2533 dated 12th December 2018 (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)¹ is responsible for the development, operation and maintenance of Noida International Airport near Jewar in Gautam Buddh Nagar district (“**Airport**”) through Public-Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis (the “**Project**”), and has, therefore, decided to carry out the bidding process for selection of the Bidder to whom the Project may be awarded.

Brief particulars of the Project are as follows:

In the Phase I, concessionaire has to build the Airport with traffic design capacity of 12 million passenger per annum. The trigger for the subsequent phases shall be determined as per the following table:

Design Capacity and Traffic Triggers for Phasing

Phasing	Traffic Design Capacity (Million Passengers Per Annum)	Trigger For Phasing
PHASE I	12 MPPA	
PHASE II	30 MPPA	80 % of Phase I capacity
PHASE III	50 MPPA	80 % of Phase II capacity
PHASE IV	70 MPPA	80 % of Phase III capacity

The **Estimated Project Cost** including IDC and inflation for phase 1 (12 million MPPA capacity) of the airport development has been estimated to be INR 4588 crore.

¹ Refer 1

To develop the Project, the Authority intends to qualify and short-list suitable Bidders (the “**Qualified Bidders**”) who will be eligible for participation in the Financial Bid Opening Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.1.2. The selected Bidder shall incorporate a SPV under the Companies Act, 2013, as per Clause 2.2.6 prior to execution of the Concession Agreement (the “**Concessionaire**”) and shall execute an agreement with the Authority, following the terms specified in the Schedule-X of Concession Agreement (the “**Shareholders’ Agreement**”), providing for the issue and allotment of one non-transferable equity share of the Company (the “**Golden Share**”) in favour of the Authority. The Concessionaire shall be responsible for designing, engineering, financing, procurement, construction, operation, maintenance and transfer of the Project under and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3. The scope of work will broadly include designing, engineering, financing, construction and development of the air-side, terminal and land-side infrastructure (car parking, retail area and other such activities as defined in the Concession Agreement) for the Project and the operation and maintenance thereof in accordance with the Concession Agreement and applicable laws.
- 1.1.4. Indicative capital cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.1 above. This cost is however indicative in nature and the interested Bidders (the “**Bidders**”) will have to make their own independent assessment of project cost.
- 1.1.5. The Authority shall receive Bids pursuant to this RfQ-cum-RfP in accordance with the terms set forth in this RfQ-cum-RfP and other documents to be provided by the Authority pursuant to this RfQ-cum-RfP, as modified, altered, amended and clarified from time to time by the Authority, 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 Brief description of Bidding Process

- 1.2.1. The Authority has adopted a single-stage bidding process (the “**Bidding Process**”) for selection of the Bidder for award of the Project. The Bid documents are uploaded on the website <https://etender.up.nic.in>. For purchase of the bid documents, Bidders are required to make a payment of a non-refundable *initial* Bid processing fee of INR 2,00,000 (Rupees Two Lakh only) plus GST if the Bidder is an Indian entity, or USD 2,875/- (Two Thousand Eight Hundred Seventy Five US Dollars) plus applicable taxes, if the Bidder is a foreign entity, by way of RTGS (*details presented in the table below*). 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.

Bank Details for RTGS transfer

Name of the Beneficiary	Noida International Airport Company Limited
Name of the Bank	State Bank of India
Bank branch address	Greater Noida, Lager Stroemia Shopping Centre, Gautam Buddha Nagar; Branch code: 4324
Account number	38491000655
IFSC code	SBIN0004324
MICR	110002231

The bid documents are password protected. Upon making the payment of INR 200,000 (Indian Rupees Two Lakhs Only) plus GST or USD 2,875 (Two Thousand Eight Hundred and Seventy Five US Dollars Only) plus applicable taxes, the bidder needs to send the proof of RTGS payment to the Nodal Officer NIAL (via e-mail id skbhatiapcs@gmail.com). Post verification of payment, the Nodal Officer NIAL shall provide the password to the Bidder through email.

At the time of bid submission, the Bidder shall pay to the Authority the *balance* non-refundable sum of INR8,00,000 (Indian Rupees Eight lakhs only) plus GST or USD 11,429 (Eleven Thousand Four Hundred and Twenty Nine US Dollars) plus applicable taxes as bid processing fee. The Bidders shall have to pay the processing through RTGS in the bank for which the details are mentioned in the table above. The scanned copy of RTGS (for both *initial* and *balance* bid processing fee) with respective transaction IDs certified by the bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid processing fee in the prescribe form will not be accepted.

122. 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.
- 1.2.3. The Bidders are being called upon to submit their technical and financial capacity details (Technical Bid) and financial proposals (Financial Bid) (Technical Bid and Financial Bid shall collectively referred as “Bid”) in accordance with the terms specified in this RfQ-cum-RfP and other documents provided by the Authority (collectively the “Bidding Documents”). The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 1.2.4. In terms of the RfQ-cum-RfP, the Bidder will be required to deposit, along with its bid, a bid security of an amount INR 100 crore (Rupees Hundred Crore) (the “Bid Security”) specified in the Bidding Documents, refundable no later than 180 (one hundred and eighty) days from the Bid Due Date, 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. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of 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. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5. 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 of the Concession including implementation of the Project.
- 1.2.6. Brief description of the bidding process is illustrated below:
- (a) Bidders meeting the eligibility criteria as defined in Clause 2.2.2 and Clause 2.2.3 shall be considered for scoring and for further stages for evaluation.
 - (b) Bidders pre-qualified as per the criteria defined in Clause 2.2.2 and Clause 2.2.3 shall be scored as per Clause 3.2.5. The Bidders will be ranked based on their score as per Clause 3.2.5. The Authority expects to shortlist up to 6 (six) Bidders at this stage. The Authority, however, reserves the right to increase the number of short-listed Bidders by adding additional Bidders.
 - (c) Authority will open the Financial Bid of the Qualified Bidders shortlisted as per Clause 1.2.6 (b). As financial bid, Bidders will be required to offer to pay a premium in the form of INR per passenger (or pax) of traffic handled at the Airport (“**Premium Rate**”). Subject to Clause 1.2.6, the Project shall be awarded to the Bidder quoting the highest premium.

For the purpose of this RfQ-cum-RfP, passenger throughput is defined as the sum total of its arriving and departing passengers for a stated period of time. A transit passenger, who does not leave the airport terminal shall be counted once, as an arriving passenger.

- (d) In this RfQ-cum-RfP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest premium subject to clause 1.2.6. Generally, the Highest Qualified Bidder shall be the selected Bidders. The remaining Qualified Bidders shall be kept in reserve and may, in accordance with the process specified in this RfQ-cum-RfP, be invited to match the Financial Bid of the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Qualified Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Financial Bids from the remaining Qualified Bidders or annul the Bidding Process.

1.2.7. In the event:

- (i) The Authority receives a duly completed Bid from Delhi International Airport Limited (“DIAL”) pursuant to this RfQ-cum-RfP; and
- (ii) DIAL has satisfactorily performed its obligations without any material default under the Project Agreements as defined under the Operation, Management and Development Agreement dated 4th April 2006 executed between the Airports Authority of India and DIAL;

DIAL shall be deemed to be qualified for participation in the Financial Bid opening stage of this RfQ-cum-RfP. DIAL shall along with its Bid provide a certification from the Airports Authority of India to the effect that DIAL has performed its obligations under the Project Agreements satisfactorily without any material default and is eligible to exercise ROFR in accordance with the terms of the State Support Agreement dated 26 April, 2006 executed between the Government of India and DIAL.

In the event, the Premium quoted by DIAL within 10% (ten percent) of the “Highest Bidder”, DIAL shall be invited to match the highest ranked Bid in order to exercise the ROFR. In the event DIAL matches the highest ranked Bid, DIAL shall be deemed to be the Highest Bidder and the Project shall be awarded to DIAL. For example, if the Highest Bidder quotes a Premium of INR X per pax and the Premium quoted by DIAL is equal to or greater than INR 0.9*X per pax, then DIAL shall be provided an opportunity to match the highest ranked Bid in order to be declared as the Highest Bidder.

- 1.2.8. The Concessionaire shall be entitled to levy and charge tariffs from users of the airport as approved by the Airport Economic Regulatory Authority (the “AERA”) or any other competent authority in accordance with Applicable Laws.

- 1.2.9. Any queries or request for additional information concerning this RfQ-cum-RfP shall be submitted by a letter or an e-mail correspondence to the officer designated in Clause 2.15.5 below by the specified date. The envelopes/ communications shall clearly bear the following identification/ title: **“Queries/Request for Additional Information: RfQ-cum-RfP for Development, Operations and Maintenance of Noida International Airport near Jewar, Gautam Buddh Nagar District, Uttar Pradesh”**

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule²:

S No	Event description	Date
1.	Last date for receiving queries	July 1, 2019
2.	Pre-Bid Conference	July 15, 2019
3.	Authority response to queries latest by	August 30, 2019
4.	Last date for bid document purchase	15 days prior to bid submission date
5.	Bid Due Date / Bid Submission Date	October 30, 2019
6.	Opening of Technical Bids	November 06, 2019
7.	Opening of Financial Bids	November 29, 2019
8.	Issue of Letter of Award	2 months from financial bid opening
9.	Signing of Concession Agreement	45 days from issue of Letter of Award

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid conference shall be:

Date July 15, 2019

Time: 3 PM

Venue: Noida International Airport Limited 1st floor, commercial complex, sector- Omega 1, Greater Noida

²Tentative, based on the discussion with PMIC, where it was suggested that as per PPP guidelines of UP clause 4.5 (d), a minimum timeframe of 8 weeks should be given in cases where international developers are contemplated. Final changes to be made after decision of the Cabinet

2. INSTRUCTIONS TO BIDDERS

2.1 GENERAL

2.1.1. The Authority wishes to receive Technical and Financial Bid in order to appoint experienced and capable Concessionaire for the proposed airport at Jewar.

2.2 Eligibility of Bidders

2.2.1. For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (a) The bidder may be a single entity (which may be a natural person, private entity, AIF, Foreign Investment Fund, government-owned entity etc.) or a group or combination of such entities coming together to implement the Project with 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.
- (b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) A 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. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate 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 Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five 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, a public financial institution referred to in section 2(72) of the Companies Act, 2013 or by Airports Authority of India in any Bidder, its Member or Associate.

For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject

Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate 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

- (v) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) Any Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance, this disqualification shall not apply where such adviser was engaged by the Bidder, its Members or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of the issue of the RfQ-cum-RfP. Nor will the disqualification apply where such adviser engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

- (e) The Special Purpose Vehicle (SPV) to be formed as per Clause 2.2.6:

Shall not include any equity ownership of a scheduled airline, cargo airline, or its Associates exceeding 26% (twenty six per cent) of the total equity ownership of such SPV; and

2.2.2. To be eligible for pre-qualification, a Bidder shall fulfill the following conditions mentioned in this Clause 2.2.2 and Clause 2.2.3:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have:

- (i) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/or

- (ii) paid for, or received payments for, construction of Eligible Project(s) in Category 3 specified in Clause 3.2.1;
- (iii) collected and appropriated revenues from Eligible Project (s) in Category 1 and/or Category 2 specified in Clause 3.2.1.

such that the sum total of the above is equal to or more than INR 10,000 Crore (Rupees Ten thousand Crore) (the “**Threshold Technical Capacity**”).

- (B) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of INR1250 Crore (Rupees one thousand and two hundred and fifty crore) at the close of the preceding financial year.

In case the bidder is an AIF or Foreign Investment Fund, it should have a minimum ACI at the close of preceding financial year of INR 1250 crore (Rupees One Thousand Two Hundred and Fifty Crore)³

In case of a Consortium, the combined technical capacity and net worth of those Members who have and shall continue to have an equity shares of at least 26% (twenty six per cent) each in the SPV, will be considered; provided that each such Member shall, for a period of 7 (seven) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

In case of a Consortium, the Net Worth will be computed as a summation of the Net Worth of each Member, weighted by the equity share of the equity share of that Consortium Member.

2.2.3. O&M Experience:

- (a) The Bidder shall, in the case of a Consortium, include a Member (“**O&M Member**”) who shall be responsible for performing the O&M obligation of the Airport in accordance with the provision of the Concession Agreement for a period for a period of 7 (seven) years from the date of commercial operation of the Project. In the event the Bidder is not a Consortium, it shall be eligible only if it has equivalent O&M Experience of its own as specified in this Clause 2.2.3 (a). In the event, the Bidder does not have the requisite O&M Experience, it shall be eligible under this RfQ-cum-RfP upon entering into an O&M agreement with an entity (“**Airport Operator**”), having the O&M Experience as specified in this Clause 2.2.3, who shall be responsible for performing the O&M obligations at the Airport in accordance with the provisions of the Concession Agreement. The Airport Operator shall commit to operate the Airport for a period of not less than 7 (seven) years from the date of commercial operations of the Project, failing which the Concession Agreement shall be liable for termination. The O&M member or Airport Operator, as the case may be, shall have experience that qualifies under Clause 2.2.3 (b) and satisfy the following requirements:

³ 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.

- i. The O&M Member should have operated an airport for a period of 5 (Five) consecutive years (“**Five Year Period**”) preceding the Bid Due Date; and
- ii. Such project shall have achieved a passenger throughput of not less than 10 (ten) MPPA in any two years of such Five Year Period;
- iii. Of the Five Year Period, in any of the 2 (two) years, subject to the provision of the Clause 2.2.3 (a) (ii), project should have achieved an ASQ rating of 4.5 or more out of 5 or Skytrax ranking in the first 100 (i.e. between 1 to 100). For the purpose of this RfQ-cum-RfP, ASQ or Skytrax ranking shall mean the overall ranking of the Eligible Project (a) for the relevant year as issued by Skytrax; or (b) quarters of the relevant year as issued by ACI, as the case may be.

For avoidance of doubt, it is clarified that if the O&M member or Airport Operator, as the case may be, is unable to meet the performance standards set forth in the Concession Agreement then the Concessionaire can replace the operator of the Airport with prior written approval from the Authority. The substitute operator shall continue to meet the O&M Experience as specified in Clause 2.2.3.

(b) For a project to qualify under O&M Experience in accordance with Clause 2.2.3 (a):

- 1 It should be an international airport providing non-discriminatory access to users in pursuance of its charter, concession or contract. For the purpose of this RfQ-cum-RfP, an “international airport” shall have the meaning as provided by ICAO.
- 2 (i) the entity claiming experience should have held, in the company owning the Eligible Project, more than 50% (fifty per cent) equity during the entire period for which Eligible Experience is being claimed; or
(ii) the entity claiming experience should have held, in the company that the Eligible Project has been leased out, more than 50% (fifty per cent) equity during the entire period for which Eligible Experience is being claimed; or
(iii) the entity claiming experience should have held, in the company operating the Eligible Project, more than 50% (fifty per cent) equity during the entire period for which Eligible Experience is being claimed; or
(iv) the entity claiming experience should have been the designated operator of the Eligible Project.

2.2.4. The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix- I, complete with its Annexures, the following⁵:

- (i) Certificate(s) from its statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 10(ten) financial years preceding the Bid Due Date in respect of the projects specified in Clause 2.2.2 (A) above. In case 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 its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors of the Bidder or its Associates 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 2.2.4 (ii). For the purposes of this RfQ-cum-RfP, net worth (the “**Net Worth**”) shall mean subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity holder.

In addition to the Net Worth Criteria as set out in this clause 2.2.4 (ii), an AIF or Foreign Investment Fund may also qualify on the basis of minimum investible funds (i.e. immediately available funds for investments and callable capital) subject to the limits of the investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per the Securities and Exchange Board of India (Alternate Investment Funds) Regulations, 2012, as may be amended from time to time), as applicable (“**ACI**”)

In case of an AIF or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificates as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the application deadline.

- (iii) certificate(s) from its statutory auditors/DGCA/civil aviation authority or the concerned client(s) (applicable only in case of public owned airports), as the case may be, stating O&M Experience, during the past 5 (five) calendar years preceding the Bid Due Date, in respect of eligible projects and confirming compliance with the requirements set out in Clause 2.2.3 above; and
- (iv) An in-principle support letter in Appendix VIII from a Bank/Financial Institution confirming its intent to finance the Project.

⁵ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RfQ-cum-RfP.

- 2.2.5. 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. In case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per the format at Appendix III.
- 2.2.6. Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle (the SPV), incorporated under the Companies Act, 2013, to execute the Concession Agreement and implement the Project and transfer of one non-transferable equity share of the Company (the “Golden Share”) in favour of the Authority. In case the Bidder is a Consortium, it shall, in addition to forming an SPV and transferring one non-transferable equity share of the Company to the Authority, comply with the following additional requirements:
- (a) Number of members in a consortium shall not exceed 6 (six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;
 - (b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
 - (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
 - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - (e) an individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
 - (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
 - (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RfQ-cum-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;
 - (iv) commit that each of the members, whose experience will be evaluated for Technical Capacity and Net Worth for the purposes of this RfQ-cum-RfP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, until the seventh anniversary of the commercial operation date of the Project, hold

equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV;

- (v) members of the Consortium, whose experience has been evaluated for technical capacity and net worth for the purposes of this RfQ-cum-RfP, shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the seventh anniversary of the commercial operation date of the Project;
 - (vi) 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 date of commercial operations of the Project is achieved in accordance with the Concession Agreement; and
 - (vii) O&M Member or the Airport Operator as the case may be, shall be part of the Concessionaire for a period of 7 (seven) years from the date of commercial operation of the Project, failing which the Concession Agreement shall be terminated. For avoidance of doubt, it is clarified that if the Airport Operator is unable to meet the performance standards set forth in the Concession then the Concessionaire can replace the operator with prior written approval from the Authority. The substitute operator shall continue to meet the O&M Experience as specified in Clause 2.2.3 (a).
- (h) except as provided under this RfQ-cum-RfP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

- 2.2.7. 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.
- 2.2.8. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, 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, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in Clause 2.2.8 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.
- 2.2.9. In computing the Technical Capacity and Net Worth of the Bidder/Consortium Members under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Capacity and Net worth of their respective Associates would also be eligible hereunder.

For purposes of this RfQ-cum-RfP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.10. 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 Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
 - (c) in responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
 - (d) in case the Bidder is a Consortium, each Member should satisfy the Bid requirements specified herein.

2.2.11. While Bidding is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 10% (ten per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 10% (ten per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Bid of such Bidder or in the event described in sub-clause (b) above, the continued eligibility 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.

2.2.12. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten) years or 5 (five) years or 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in composition of the Consortium

2.3.1. No Change in the composition of a Consortium will not be permitted by the Authority once the Bids have been submitted till the selection of the Concessionaire.

2.4 Number of Bids and costs thereof

- 2.4.1. No Bidder shall submit more than 1 (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.
- 2.4.2. 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.

2.5 Site Visit and Verification of Information

- 2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surrounding, 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.

2.6 Acknowledgement by Bidders

- 2.6.1. It shall be deemed that by submitting the 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 2.5 above; and
 - (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. 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 the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

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

2.7.2. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RfQ-cum-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.

2.7.3. The Authority reserves the right to reject any Bid and appropriate the Bid Security 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. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with RfQ-cum-RfP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4. 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 qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, 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 RfQ-cum-RfP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire and without prejudice to any other right or remedy which the Authority may have under this RfQ-cum-RfP, the Bidding Documents, the Concession Agreement or under applicable law. In such event, Authority reserves its right to forfeit Bid Security or Performance Security as the case may be and impose those penalties as per the terms of the Concession Agreement and applicable laws.

2.8 Deleted

2.9 Deleted

B. DOCUMENTS

2.10 Contents of the RfQ-cum-RfP

2.10.1. This RfQ-cum-RfP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.12.

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Bank Guarantee for Bid Security
- VI. Letter comprising the Financial Bid
- VII. Guidelines of the Department of Disinvestment

- 2.10.2. The draft Concession Agreement provided by the Authority as part of the Bid Document shall be deemed to be part of this RfQ-cum-RfP.
- 2.11. Clarifications
- 2.11.1. Bidders requiring any clarification on the RfQ-cum-RfP may notify the Authority by writing a letter or an e-mail correspondence in accordance with Clause 1.2.9. They should send in 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, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be uploaded on the website (<https://etender.up.nic.in>). The Authority will mention all the queries and its responses thereto without identifying the source of queries.
- 2.11.2. The Authority shall endeavor 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 2.11.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.11.3. 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.
- 2.12. Amendment of RfQ-cum-RfP
- 2.12.1. 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 RfQ-cum-RfP by the issuance of Addenda.
- 2.12.2. Any Addendum thus issued will be uploaded on the Authority's website (<https://etender.up.nic.in>)
- 2.12.3. In order to afford the Bidders a reasonable time for taking an 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 BID

2.13. Language

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 Bidder 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.

2.14. Format and signing of Bid

2.14.1. The Bidder shall provide all the information sought under this RfQ-cum-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. The instruction for the submission of Bids is specified in Annexure-IX.

2.14.2. The Bid prepared by the Bidder shall comprise Technical Bid (together with documents required to be submitted along therewith pursuant to this RfQ-cum-RfP) and Financial Bid.

2.14.3. The Bid document shall be digitally signed, at any time uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by scanned copy of written power of attorney accompanying the Bid. All the pages/documents of the Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.

2.15. Documents constituting Bids

2.15.1. The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.15.2.

2.15.2. The Technical Bid shall contain the following documents:

- (i) Bid in the prescribed format (Appendix-I) along with Annexures and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix- II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Bid processing fee through RTGS (Scanned Copy) only in prescribed account in Clause 1.2.1;
- (vi) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (vii) copies of Bidder's duly audited balance sheet and profit and loss account for the preceding 5 (five) financial years;
- (viii) Bid Security in the format at Appendix-V;
- (ix) A copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (ii) hereinabove.

2.15.3. The Bidder shall submit the Financial Bid (the “Financial Bid”) in the format specified at Appendix – VI

2.15.4. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.15.5. In case the Bidders seeks for any queries, he shall send letter or e-mail to the following correspondence address

Attention of	Mr. Shailendra Kumar Bhatia
Designation	Nodal Officer, Noida International Airport
Address	Noida International Airport Limited 1st floor, commercial complex, sector- Omega 1, Greater Noida
Tel no.	0120-2395157 (2)
Email Address	skbhatiapcs@gmail.com

2.16. Bid Due Date

2.16.1. Bid should be submitted by the Bidder at e-procurement website <https://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed on the e-procurement website). The Authority, may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Late Bids

2.17.1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. The Authority will not be responsible for any delay in receipt of Bids.

2.17.2. The server time indicated in the bid management window on the e-procurement website <https://etender.up.nic.in> will be the time by which the Bid submission activity will be allowed till the permissible date and time schedule in the Bid.

2.17.3. Once the Bid submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during Bid submission process.

2.18. Modifications/ substitution/ withdrawal of Bids

2.18.1. At any point of time, a Bidder can withdraw his/her Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <https://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected Bid.

2.18.2. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of e- bid validity. Withdrawal of a Bid during this interval may result in the forfeiting of Bidder's Bid security.

2.18.3. The Bidder can re-submit his/her Bid as when required till the Bid submission end date and time. The Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised Bid and the new Bid submission summary generated after the successful submission of the revised Bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <https://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised Bids documents.

2.18.4. The Bidder can submit their revised Bids as many times as possible by uploading their Bid documents within the scheduled date & time for submission of Bids.

2.18.5. No Bid can be resubmitted subsequently after the deadline for submission of Bids.

2.19. Validity of Bids

- i. Bid shall remain valid for 180 days (the “**Bid Validity**”) after the date of Bid opening prescribed by the Authority. A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- ii. In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

D. EVALUATION PROCESS

2.20. Opening and Evaluation of Bids

- 2.20.1. The Authority shall open the Technical Bids, in the presence of the Bidders who choose to attend on the prescribed date and time of opening at Noida International Airport Limited 1st floor, commercial complex, sector- Omega 1, Greater Noida. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date Bid opening declared a holiday for the Authority, the Bids shall be opened at the appointed time and place on the next working day.
- 2.20.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.
- 2.20.3. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.20.4. 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.
- 2.20.5. 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.
- 2.20.6. 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.
- 2.20.7. 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 computation of the Eligible Score of the Bidder.
- 2.20.8. In the event that an Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid and/ or Bid in accordance with the provisions of Clause 2.7.

2.21. Confidentiality

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.

2.22. Tests of responsiveness

2.22.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RfQ-cum-RfP. A Bid shall be considered responsive only if:

- (a) it is received as per format at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.16.1;
- (c) it is accompanied by the Bid Security as specified in Clause 1.2.4;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information (complete in all respects) as requested in this RfQ-cum-RfP and/or Bidding Documents (in formats same as those specified);
- (f) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RfQ-cum-RfP for each Eligible Project;
- (g) it contains a scanned copy RTGS proof of INR 8,00,000/- (Indian Rupees Eight Lakhs only) plus GST or USD 11,429 plus applicable taxes, towards the non - refundable cost of the RfQ-cum-RfP process as specified in Clause 1.2.1;
- (h) it contains a scanned copy RTGS proof of INR 2,00,000/- (Indian Rupees Two Lakhs only) plus GST or USD 2,875 (Two Thousand Eight Hundred and Seventy Five US Dollar) plus applicable taxes, towards the non - refundable cost of the RfQ-cum-RfP process as specified in Clause 1.2.1;
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6 (g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

2.22.2. 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.

2.23. Clarification

- 2.23.1. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing via e-mail.
- 2.23.2. If a Bidder does not provide clarifications sought under Clause 2.23.1 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.

E. QUALIFICATION AND BIDDING

2.24. Shortlisting and notification

After the evaluation of Technical Bids, the Authority would announce a list of shortlisted Bidders who will be eligible for participation in the Financial Bid Opening Stage. All communications will be via email. The Authority will not entertain any query or clarification from Bidders who fail to qualify. The Authority will return unopened Financial Bids of non-qualified bidders before the expiry of the Bid Security.

2.25. 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.

2.26. Correspondence with the Bidder

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

3. CRITERIA FOR EVALUATION

3.1. Evaluation parameters

- 3.1.1. Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2. Deleted

3.2. Technical Capacity for purposes of evaluation

3.2.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify as the eligible experience (the “Eligible Experience”) in relation to eligible projects as stipulated in Clause 3.2.3 (A) and Clause 3.2.3 (B):

Category 1: Development experience on Eligible Projects in airport sector that qualify under Clause 3.2.3A

Category 2: Development experience on Eligible Projects in core sector that qualify under Clause 3.2.3A

Category 3: Construction experience on Eligible Projects in airport sector that qualify under Clause 3.2.3B

For the purpose of this RfQ-cum-RfP,

(a) core sector shall include infrastructure sub-sector set forth in the Harmonized Master List of Infrastructure Sub-sector issued by Department of Economic Affairs, Ministry of Finance, Government of India, and as may be revised and updated from time to time. In addition, core sector includes real estate development provided further that in case of real estate development, the following categories of projects shall only be evaluated as Eligible Projects:

- (i) development of a commercial real estate project at a single site with a minimum built up area of 150,000 (one hundred fifty thousand) square metres; and/or
- (ii) development of a residential real estate project at a single site with a minimum built up area of 300,000 (three hundred thousand) square metres; and/or
- (iii) development of a residential township with a minimum area of 100 (hundred) acres and a minimum built up area of 300,000 (three hundred thousand) square metres.

3.2.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects. Experience for any activity relating to an Eligible Project shall not be claimed by 2 (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.

3.2.3. A) For a project to qualify as an Eligible Project under Categories 1 and 2, during the last 10 (ten) financial years preceding the Bid Due Date:

- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity; or, for providing non-discriminatory access to users in pursuance of its act, charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly

such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

- (b) the entity claiming experience should have held, either directly or indirectly in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity;
- (c) the capital cost of the project should be equal to or more than INR 500 Crore (Indian Rupees Five Hundred Crore); and
- (d) the entity claiming experience shall, during the last 10 (ten) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding cost of land); and (ii) collected and appropriated the revenues form users availing of non-discriminatory access to or use of fixed project assets such as revenue from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- (e) the Eligible Project shall have been commissioned for use.

Provided that in case of real estate development, the following conditions shall apply;

- (i) the entity claiming experience should have taken overall responsibility for design, engineering, financing, risk management and construction of the Eligible Project;
- (ii) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity and should have been designated as the lead member for such Eligible Project, from the date of signing of the concession agreement till date of commercial operations of the Eligible Project for which Eligible Experience is being claimed;
- (iii) the capital cost for the Eligible Projects with the minimum built-up area as set out in Clause 3.2.1 shall be deemed to be INR 500 Crores (Indian Rupees Five Hundred Crore).
- (iv) the entity claiming experience shall, during the last 10 (ten) financial years preceding the Bid Due Date, have paid for development of the project (excluding the cost of land); and
- (v) the Eligible Project shall have been commissioned for use.

For example, a project having an estimated capital cost of Rs 4000 Crore (Indian Rupees Four Thousand Crore) shall be eligible under this Clause 3.2.3A if (a) the total capital expenditure incurred during the last 10 (ten) financial years preceding the Bid Due Date is equal to or more than

INR 500 Crore (Indian Rupees Five Hundred Crore); and (b) such part of the project for which the capital expenditure is being claimed has been commissioned for use.

3.2.3 B) For a project to qualify as an Eligible Project under Category 3:

- (a) the entity claiming construction experience should have undertaken overall responsibility for engineering and construction of the Eligible Project;
- (b) the entity claiming construction experience should have held more than 50% (fifty percent) of the paid up and subscribed share capital of the company constructing the Eligible Project; and
- (c) the entity should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 10 (ten) financial years preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than INR 500 Crore (Indian Rupees Five Hundred Crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land and expenditure on repairs and maintenance shall not be included hereunder.

3.2.4. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form. It is hereby clarified that provisions of this Clause 3.2.4 shall not be applicable to Eligible Projects under O&M experience under Clause 2.2.3.

3.2.5. The Bidder's experience shall be measured and stated in terms of a score (the **"Experience Score"**). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one Crore and then multiplied by the applicable factor in table below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Factors for Experience across Categories

Category	Factor
Category 1	1.25
Category 2	1.0
Category 3	0.75

3.3. Details of Experience

- 3.3.1. The Bidder should furnish the details of Eligible Experience for the last 10 (ten) financial years immediately preceding the Bid Due Date.
- 3.3.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-II of Appendix-I.
- 3.3.3. The Bidder should provide the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure-IV of Appendix- I.
- 3.3.4. The Bidder should provide the necessary information relating to O&M Experience as per the format at Annexure-V of Appendix-I.

3.4. Financial information for purposes of evaluation

- 3.4.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 10 (ten) financial years, preceding the year in which the Bid is made.
- 3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 10 (ten) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3. The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annexure-III of Appendix-I.

3.5. Short-listing of Bidders

- 3.5.1. The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the Aggregate Experience Score of a particular Bidder. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty six per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score. The Bidders will be ranked based on the combined Aggregate Experience Score. The Authority expects to shortlist upto 6 (six) pre-qualified Bidders at this stage. The Authority, however, reserves the right to increase the number of short-listed Bidders by adding additional Bidders.
- 3.5.2. The Bidders who are qualified in the Technical Bids would then be invited for the opening of the Financial Bids.

3.6. Opening of Financial Bids

- 3.6.1. The Authority shall open the Financial Bids at 1600 hours on the date intimated separately via e-mail to all the Qualified Bidders, at the place specified in Clause 2.15.5 and in the presence of the Qualified Bidders who choose to attend.
- 3.6.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.7. Selection of Bidder

- 3.7.1. Subject to the provisions of Clause 2.7 and Clause 1.2.6, the Qualified Bidder whose Financial Bid is adjudged as responsive in terms of Clause 2.22 and who provides the highest Premium, shall ordinarily be declared as the Selected Bidder (the "Selected Bidder"). In the event of any difference between the figures and words, the amount indicated in words shall be taken into account.
- 3.7.2. In the event that two or more Qualified Bidders providing the same amount of Premium (the "Tie Bidders"), the Authority shall identify the Selected Bidder by asking the two Bidders to provide their best and final offer. The Bidder offering the most advantageous final offer shall be adjudged the "Selected Bidder".
- 3.7.3. In the event of Tie Bidders, the Authority is unable to identify the Selected Bidder as per the provision of the Clause 3.7.2, the Authority shall take into account the Aggregate Experience Score of the Tie Bidders wherein the Tie Bidder with highest Experience Score shall be adjudged the "Selected Bidder".
- 3.7.4. After selection, a Letter of Award (the LOA) , shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.7.5. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within 45 days from acknowledgement of LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.
- 3.8. Contacts during Bid Evaluation

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.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of 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 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 Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the Bidding Documents, 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 RfQ-cum-RfP issued by the Authority during a period of 2 (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.
- 4.3. For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of 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 sub-clause (d) of Clause 2.2.1, 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 advisor 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) **undesirable 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.

5. PRE-BID CONFERENCE

- 5.1. A Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. In case the pre-bid conference is an unscheduled holiday, the same will be held in the next working day at the same time and place. A maximum of five (5) representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 5.2. 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 endeavor 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.
- 5.3. The Bidder is advised to study the Bidding Documents completely, undertake site visits and submit the queries in writing or by email to the Authority. The queries should be sent to the Authority at least 5 (five) working days before the scheduled Pre- Bid Conference.

6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. 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.

- 6.3. 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

APPENDIX-I**Letter Comprising the Bid***(Refer Clause 2.15.2)*

Dated: _____

To,

Noida International Airport Limited,
 OFFICE NO. 1-15 BLOCK P-2-SECTOR OMEGA -1, GREATER NOIDA,
 Gautam Budh Nagar
 U.P., India

Sub: Bid for the Development and Operation/Maintenance of Greenfield Airport near Jewar, Gautam
 Buddh Nagar, Uttar Pradesh

Dear Sir,

1. With reference to your RfQ-cum-RfP document dated I/we, having examined the RfQ-cum-RfP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for the aforesaid project, and I/ we certify that all information provided in the Bid and in Appendix I to VIII is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. 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.
6. I/ We certify that in the last three years, we/ any of the Consortium Members⁴ 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 announcement 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.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RfQ-cum-RfP document, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RfQ-cum-RfP document;

⁴ If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted

- (c) 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 4.3 of the RfQ-cum-RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RfQ-cum-RfP document, 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.
 - (e) I/We certify that the SPV to be formed under Clause 2.2.6 shall not include any equity ownership of a scheduled airline, cargo airline or its Associates exceeding 26% (twenty six per cent) of the total equity ownership of such SPV as set out in Clause 2.2.1(e) and such scheduled airline, cargo airline, or its Associates shall not appoint any director or any Key Managerial Person in the board of directors of the Concessionaire.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are 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 2.7 of the RfQ-cum-RfP document.
 9. I/ We believe that we/ our Consortium satisfy(s), Technical Capacity the Net Worth and meet(s) all the requirements as specified in the RfQ-cum-RfP document and am/ are qualified to submit a Bid.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting the Bid for the project.
 11. 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 Associates 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.
 12. 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 Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory Authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees⁵.
 14. I/ We further certify that we are not disqualified in terms of additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RfQ-cum-RfP at Appendix VII thereof
 15. 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
 16. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Bid.
 17. 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 provisions of this RfQ-cum-RfP, we shall intimate the Authority of the same immediately.

⁵ In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

18. I/ We acknowledge and undertake that our Consortium and those of its Members who shall, for a period of 7 (seven) years from the date of commercial operation of the Project, hold equity share capital {not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV, if there are two distinct Members who have pre-qualified, or 51% (fifty one per cent) of the subscribed and paid up equity of the Concessionaire, if there is only one Member who has both the Technical Capacity and the Financial Capacity}. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
19. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing under and in accordance with the RfQ-cum-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.
20. I/We further acknowledge and agree that in the event such change in control occurs after signing of Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the 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.
21. The Statement of Legal Capacity as per format provided at Annexure-VI in Appendix-I of the RfQ-cum-RfP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendices II and III respectively of the RfQ-cum-RfP, are also enclosed.
22. I/ We understand that the selected Bidder shall incorporate a company under the Indian Companies Act, 1956 (to the extent modified by the Companies Act, 2013), as such prior to execution of the Concession Agreement.
23. I/we hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3
24. 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 Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
25. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a 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.
26. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the 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 concerning or relating to the Bidding Process including the award of Concession
27. I/ We agree and undertake to abide by all the terms and conditions of the RfQ-cum-RfP document.
28. I/ We certify that in terms of the RfQ-cum-RfP, my/our Net Worth is INR.....(Rupees in words) and the Aggregate Experience Score is.....(number in words)
29. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement until the date of commercial operations of the Project is achieved in accordance with the Concession Agreement.
30. I/We are providing a Bid Security of INR 100 crore to the Authority in accordance with the RfQ-cum-RfP. The Bid Security is in the form of an irrevocable and unconditional Bank Guarantee is attached.
31. The documents accompanying the Bid, as specified in Clause 2.15.2 of the RfQ-cum-RfP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".

32. 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 or our Bid is not opened or rejected.
33. Premium (INR per Pax) has been quoted by me/us after taking into consideration all the terms and conditions stated in the RfQ-cum-RfP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the Project Site and all the conditions that may affect the Project cost and implementation of the Project.
34. I/We shall keep Bid valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RfQ-cum-RfP.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RfQ-cum-RfP document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Date:

Place:

Name and seal of the Bidder/ Lead Member

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 (*Please attach certificate of incorporation or equivalent*):
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project (*Please attach profile of the company*):
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the bidder
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) 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) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Bid
 - (c) Information regarding the role of each Member should be provided as per table below:

S.No.	Name of Member	Role* {Refer Clause 2.2.6 (d)} ⁶	Percentage of proposed equity shareholding in the SPV^{\$\$} {Refer Clauses 2.2.6 (a), (c) & (g)}
1.			
2.			
3.			
4.			

*The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annexure-IV

^{\$\$} The percentage of equity should be in accordance with Clause 2.2.6 (a), (c) and (g)

⁶ All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder

(d) The following information shall also be provided for 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?		
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 been penalised due to any other reason in relation to execution of a contract, in the last three years?		

- 6 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 2.2.2(A), 3.2 and 3.3 of the RfQ-cum-RfP)*

Bidder type [#]	Member Code [¥]	Project Code ^{¥¥}	Category ^{\$}	Experience [£] (Equivalent INR crore) ^{\$\$}			Applicable factor as per Clause 3.2.5	Experience Score ^{££}
				Payments made/ received for construction of Eligible Projects in Categories 3 as per clause 3.2.1	Payments made for development of Eligible Projects in Categories 1 and 2 As per clause 3.2.1	Revenues appropriated from Eligible Projects in Categories 1 and 2 As per clause 3.2.1.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single entity Bidder		A						
		B						
		C						
		D						
Consortium Member 1		1a						
		1b						
		1c						
		1d						
Consortium		2a						

Member 2	2b							
	2c							
	2d							
Consortium Member 3	3a							
	3b							
	3c							
	3d							
Consortium Member 4	4a							
	4b							
	4c							
	4d							
Aggregate Experience Score =								

Category 1: Project experience on Eligible Projects in airports sector that qualify under Clause 3.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3

Category 3: Construction experience on Eligible Projects in airports sector that qualify under Clause 3.2.3 (B)

- a) airports sector would include the terminal building, cargo facilities, runway and all project assets necessary for and associated with operation and expansion of the airport, and shall also include city side development
- (b) core sector shall include infrastructure sub-sector set forth in the Harmonized Master List of Infrastructure Sub-sector issued by Department of Economic Affairs, Ministry of Finance, Government of India, and as may be revised and updated from time to time. In addition, core sector includes real estate development provided further that in case of real estate development, the following categories of projects shall only be evaluated as Eligible Projects:
- (i) development of a commercial real estate project at a single site with a minimum built up area of 150,000 (one hundred and fifty thousand) square metres; and/or

- (ii) development of a residential or a residential cum commercial real estate project at a single site with a minimum built up area of 300,000 (three hundred thousand) square metres; and/or
- (iv) development of a residential township with a minimum area of 100 (hundred) acres and a minimum built up area of 300,000 (three hundred thousand) square metres.

Factors for Experience across categories

Categories	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(A) and Clause 3.2.3 (B). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3 A(c) and for Categories 3, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.3(B). In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

#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 Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.

‡Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, AO means Airport Operator, OMM means Operation & Maintenance Member, OM means Other Member. Bidders shall clearly indicate the Member Code.

‡Refer Annex-IV of this Appendix-I. Add more rows if necessary. § Refer Clause 3.2.1.

€In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land and expenditure on repairs and maintenance be included while computing the Experience Score of an Eligible Project. In case the Eligible Project belongs to the real estate sector, (a) mention the built-up area (in square metres) of the project developed at a single site or the total area in acres along with the built-up area for a township project; (b) the deemed capital cost is as per proviso (iii) to Clause 3.2.3(A) and (c) provide an occupancy certificate issued by the competent authority certifying completion of the Eligible Project.

§§ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 70 (seventy) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 4 to arrive at the Experience Score for each Eligible Project.

ANNEXURE-III**Financial Capacity of the Bidder**

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RfQ-cum-RfP)
(In INR. Crore^{\$\$})

Bidder type \$	Member Code [£]	Proposed Equity Shareholding in Consortium (%)	Net Cash Accruals										Net worth in (INR Crores)	
			Year 1 (4)	Year 2 (5)	Year 3 (6)	Year 4 (7)	Year 5 (8)	Year 6 (9)	Year 7 (10)	Year 8 (11)	Year 9 (12)	Year 10 (13)		Year 1 (14)
(1)	(2)	(3)												
Single entity Bidder														
Consortium Member 1														
Consortium Member 2														
TOTAL														

Name & address of Bidder's Bankers:

^{\$} 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.

[£]For Member Code, see instruction 4 at Annexure-IV of this Appendix-I.

[€]The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

\$\$ For conversion of other currencies into rupees, see note below Annexure-II of Appendix-I. **Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 10 (ten) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/their Associates where the Bidder is relying on its Associate's financials;
 - (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. Net Cash Accruals shall mean Profit After Tax + Depreciation
 3. 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 the aggregate value of the accumulated losses, deferred 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.
 4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
 5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RfQ-cum-RfP document.
 6. 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 2.2.4 (ii) of the RfQ-cum-RfP document.
 7. The Bidder shall also provide the name and address of its Bankers.
-

ANNEXURE-IV**Details of Eligible Projects***(Refer to Clauses 2.2.2 (A), 3.2 and 3.3 of the RfQ-cum-RfP)***Project Code:****Member Code:**

Item (1)	Refer Instruction S	Particulars of the Project
Name & nature (DBFOT, BOT, Lease, EPC)		
Category	5	
Sector	6	
Year-wise (a) Amount paid for or payments received for construction of Eligible Project(s) in Category 3 as specified in Clause 3.2.3 (B) payments made for development of Eligible Project(s) in Category 1&2 specified in Clause 3.2.3 and/ or (c) revenues appropriated. In case of Eligible Project in the Real Estate Sector, indicate the built-up area (in sq metres) of the projects developed at a single site In case of township projects, the developed area in acres along with the built up area to be mentioned.	7	
Entity for which the project was constructed/ developed	8	
Location (City, Country)		
Project cost	9	
Date of commencement of project/ contract		
Date of completion/ commissioning, as applicable	10	
Equity shareholding (with period during which equity was held)	11	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No) If, yes provide details of the same.	16	

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 Clause 3.2.3 and 2.2.3 (b) of the RfQ-cum-RfP, as the case may be. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder 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., and so on.
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. LM means Lead Member and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.
5. Refer to Clause 3.2.1 of the RfQ-cum-RfP for category number
6. Mention the sector to which the Eligible Project belongs – viz. airport, highways, expressways, power (only generation), ports, railways and metro rail.
7. The total payments received/ made 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 10 (ten) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3 A . In case of Categories 3, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.3 B. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.

In case of Eligible Project in the Real Estate Sector, instead of the capital expenditure incurred mention the built-up area (in sq metres) of the projects developed at a single site or in case of township projects, the developed area in acres along with the built up area as per Clause 3.2.1.
8. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor etc.) may be provided. In case of projects in Category 3, similar particulars of the client need to be provided.
9. Provide the estimated project cost of Eligible Project. Refer to Clauses 3.2.3 A and 3.2.3 B.
10. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Category 3, date of completion of construction 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.
11. For Categories 1, 2, & 3 the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
12. Experience for any activity relating to an Eligible Project shall not be claimed by 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.

13. Certificate from the Bidder's statutory auditor⁷ or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/ Associate may provide the requisite certification.
14. If the Bidder is claiming experience under Categories 1 & 28, it should provide a certificate from its statutory auditor in the format below for Category 1 and 2 projects separately:

Certificate from the Statutory Auditor regarding Development Experience in Eligible projects⁹

Based on its books of accounts and other published information authenticated by it, this is to certify that . (name of the Bidder/Member/Associate) is/ was an equity shareholder in(title of the project company) and holds/ held INR ... cr. (Rupees Crore of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date)⁸. The project was commissioned on(date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs cr. (Rupees Crore), of which INR cr. (Rupees Crore) of capital expenditure was incurred by the (name of the Bidder/ Member/ Associate) year-wise during the last 10 (ten) years preceding the Bid Due Date, as mentioned below

.....

The said project qualifies as Category 1/Category 2 project as per clause 3.2 of the RfQ-cum-RfP.

(In case of Category 2 – real estate projects)

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held INR cr. (Rupees . Crore) of equity (which constitutes .% of the total paid up and subscribed equity capital) of the project company from (date) to . (date)⁸. The project was commissioned on.....(date of commissioning of the project).

We further certify that (name of the project), has been developed as a [commercial / residential] project with a built-up area of (in words) square metres spread over a site admeasuring (in words) square metres by (name of the Bidder/Member/Associate) at a single site located at (details of the site) during the period _____ .

⁷ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

⁸Refer Clause 3.2.1 of the RfQ-cum-RfP.

⁹ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RfQ-cum-RfP. Statutory auditor means the entity that audits and certifies the annual accounts of the company

The occupancy certificate for the project dated issued by (*name of the competent authority*) has been verified for the built up area in the supporting documents.

OR

Based on its books of accounts and other published information authenticated by it, this is to certify that.....(*name of the Bidder/Member/Associate*) is / was an equity shareholder in(*title of the project company*) and holds/ held Rs.....cr. (Rupees..... Crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from(*date*) to(*date*) ₹. The project was commissioned on(*date of commissioning of the project*).

We further certify that (*name of the project*), has been developed as a township project having a developed area of (in words) acres and builtup area of(in words) square metres, by..... (*name of the Bidder/Member/Associate*) at a single site located at _____.....(*details of the site*) during the period

The said project qualifies as *Category 2* project as per clause 3.2 of the RfQ-cum-RfP.

The occupancy certificate for the project datedissued by (*name of the competent authority*) has been verified for built up area in the supporting documents.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the
authorised signatory)

15. If the Bidder is claiming experience under Category 3¹⁰, it should provide a certificate from its statutory auditors or the client in the format below:

¹⁰ Refer Clauses 3.2.1 and 3.2.3 (B) of the RfQ-cum-RfP.

Certificate from the Statutory Auditor/ Client regarding construction works in Airport sector¹¹

Based on its books of accounts and other published information authenticated by it, {this is to certify that . (name of the Bidder/Member/Associate) was engaged by (name of the project company) to execute (name of project) for (nature of project)¹². The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Bidder/ Member/ Associate) received/paid INR. cr. (Rupees Crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is INR. ... cr. (RupeesCrore), of which the Bidder/Member/Associate received/paid INR. , in terms of Clause 3.2.3 (B) of the RfQ-cum-RfP, during the past ten financial years as per year-wise details noted below:

.....

The said project qualifies as Category 3 project as per clause 3.2 of the RfQ-cum-RfP.

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}*¹³

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the
 authorised signatory)

Refer Clauses 3.2.1 and 3.2.3 (B) of the RfQ-cum-RfP.

16. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the format below:

¹¹ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

¹² In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: " this is to certify that (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

¹³ This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted

Certificate from Statutory Auditor/ Company Secretary regarding Associate¹⁴

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder/ Consortium Member/ Associate) is held, directly or indirectly¹⁵, by (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RfQ-cum-RfP.

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

Describe the share-holding of the bidder/consortium member and the associate. In the event the associate is under common control with the Bidder/consortium member, the relationship may be suitably described and similarly certified herein.

Name of the audit firm:

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

Date:

17. 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 in computation of Experience Score
18. The Bidder /the designated O&M Member should provide certificate from DGCA/MoCA/ civil aviation authority/any other relevant Statutory Authority/ Statutory Auditor in the format below:

¹⁴ In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

¹⁵ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of "control" is not broken.

Certificate from Statutory Auditor/ (DGCA/ MoCA/ civil aviation authority/ Statutory Authority) regarding operation of Airports¹⁶

Based on its books of accounts /airport license/permit and other statutory document duly authenticated by it, this is to certify that (*name of the Bidder/Member/Associate*) is/ was an equity shareholder in (*title of the project company*) that has operated and maintained the _____ (*name of the airport*).

..... (*name of the Bidder/Member/Associate*) has been operating and maintaining the said airport from (through Contract dated..... between..... and) to.....The annual Passenger throughput for each of the years during the said period alongwith the Skytrax and ASQ rating as applicable is tabulated below:

Sr. No	Year of Operation	Passenger Throughput in mppa	Annual Skytrax Ranking	Overall ASQ ranking - quarterly			
				Q1	Q2	Q3	Q4
1.							
2.							
3.							

We further certify that..... (*name of the Bidder/Member/Associate*)has, at all times during the Period,

(strike off whatever is not applicable)

- held above fifty per cent in (*name of the company*), which owns the said airport.
- held above fifty per cent in . (*name of the company*), to whom the said airport has been leased to
- held above fifty per cent in(*name of the company*), which operates / operated the said airport on contract from the(*name of the company*), airport owner /developer / lessee
- been the operator of the said airport

Name of the audit firm

Seal of the audit firm

Date: _____ (Signature, name and designation of the authorized signatory).

¹⁶ Provide certificate as per this format only Attach explanatory notes to the certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

ANNEXURE V
O&M Experience of Bidder
(Refer to Clause 2.2.3)

PART A

(applicable in case single Bidder/Consortium has O&M Experience on its/their own)

1. Name of Member claiming O&M Experience:
2. Name of the Entity whose experience is being claimed (if applicable):
3. Name of airport operated with location (mention city, country):
4. Period of operations (in the 10 (ten) calendar years preceding the Bid Due Date):
5. Is O&M Experience being claimed by virtue of (refer to Clause 2.2.3)
 - a. having held more than 50% (fifty per cent) equity in the company owning the Eligible Project OR
 - b. having held more than 50% (fifty per cent) equity in the company to which the Eligible Project has been leased out OR
 - c. having held more than 50% (fifty per cent) equity in the company operating the Eligible Project OR
 - d. having been the airport operator.

Provide documentary evidence in support of above from DGCA/MoCA/ civil aviation authority as per form provided in Annexure I of Appendix I

6. Details of O&M Experience (in the 10 (ten) calendar years preceding the Bid due date):

Sr. No	Year of Operation	Passenger Throughput in mppa	Annual Skytrax Ranking	Overall ASQ ranking - quarterly			
				Q1	Q2	Q3	Q4
1.							
2.							
3.							
4.							
5.							
6.							

Provide documentary evidence in support of above from DGCA/MoCA/ civil aviation authority in case of Year of Operation and Passenger Throughput and from relevant reports / certification issued by ACI /

Skytrax as proof in case of overall annual ranking of the airport. For the purposes of this RfQ-cum-RfP, the ASQ or Skytrax ranking shall mean the overall ranking of the Eligible Project for the relevant year or quarters as issued by Skytrax or ACI, as the case may be.

In respect of O&M Experience, provide details of only those projects that have been undertaken by the Bidder under its own name or by its Associate as set out in Clause 2.2.3.

PART B

(applicable in case single Bidder/Consortium enters into an agreement with an O&M entity who has the relevant O&M Experience)

Statement on inclusion of O&M entity

(To be submitted on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,
.....
.....
.....

Dear Sir,

We hereby confirm that we/the Consortium (constitution of which has been described in the Bid) have entered into an agreement dated [●] ("Agreement") with (insert name) and have complied with the terms and conditions laid out in the Clause 2.2.3 (b) of this RfQ-cum-RfP.

We agree and undertake that (insert name) will act as the O&M entity for the Project in accordance with clause 2.2.3 (b) of this RfQ-cum-RfP and perform the O&M obligations as set out in the Concession Agreement, failing which the Concession Agreement shall be terminated.

We undertake that there shall no amendment to the Agreement without the prior written approval of the Authority.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

Notes:

1. A copy of the Agreement should be enclosed.
2. A legal opinion from the legal counsel of the Bidder/Consortium with respect to the authority of each of the parties to the Agreement to enter into the Agreement and the enforceability of the provisions thereof should be provided.

ANNEXURE-VI

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,
Noida International Airport Limited,
OFFICE NO. 1-15 BLOCK P-2-SECTOR OMEGA -1, GREATER NOIDA,
Gautam Budh Nagar
U.P., India

Dear Sir,

We hereby confirm that we/our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RfQ-cum-RfP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RfQ-cum-RfP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized signatory)

For and on behalf of

* Please strike out whichever is not applicable.

APPENDIX-II

Power of Attorney for signing of Bid⁴

(Refer Clause 2.2.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 the proposed project for design, development, operation and maintenance of Noida International Airport near Jewar in Uttar Pradesh under PPP basis for (Noida International Airport Limited) (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders 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.

- 4 To be submitted in original
- 2. (Notarized)

Accepted

(Signature)

(Name, title 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-III**Power of Attorney for Lead Member of Consortium¹⁷***(Refer Clause 2.2.5)*

Noida International Airport Limited (the “**Authority**”) has invited Bids from interested parties for the Development and Operation/Maintenance of Noida International Airport near Jewar, Gautam Buddh Nagar District, Uttar Pradesh (the “**Project**”).

Whereas.....,....., and..... (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RfQ-cum-RfP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,..... having our registered office at , M/s.having our registered office at M/s. having our registered office at , and M/s.....having our registered office at....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. .. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do 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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other

Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND 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/ Consortium.

¹⁷ To be submitted in original

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
.....

(Signature)

.....
(Name & Title)

For
.....

(Signature)

.....
(Name & Title)

For
.....

(Signature)

.....
(Name & Title)

For
.....

(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....
... (Executants)

(To be executed by all the Members of the Consortium)

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.*
- *Also, 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV**Joint Bidding Agreement***(Refer Clause 2.15.2)**(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)¹⁸

AND

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

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

WHEREAS

- (A). Noida International Airport Limited, (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 “RfQ-cum-

¹⁸ The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four).

RfP”) for the design, development, operation and maintenance of Noida International Airport (the “Project”) through public private partnership.

- (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 RfQ-cum-RfP document and other bid documents in respect of the Project, and
- (C). It is a necessary condition under the RfQ-cum-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 capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfQ-cum-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 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 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 {the Technical Member} of the Consortium ;}
- (c) Party of the Third Part shall be {the Financial Member of the Consortium}; and
- (d) Party of the Fourth Part shall be the additional 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 RfQ-cum-RfP and the Concession Agreement, till such time as the date of commercial operation 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 equity share capital of at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall at all times till the 7th (seventh) anniversary of the date of commercial operation of the Project, be held by the Parties of the First and Second Part whose experience and net worth have been reckoned for the purposes of qualification of Bidders for the Project in terms of the RfQ-cum-RfP.
- 6.3.** The Parties undertake that each of the Parties specified in Clause 6.2 above shall, collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the 7th (seventh) anniversary of the commercial operation date of the Project.
- 6.4.** The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.
- 6.5.** The Parties undertake that the O&M Member shall be onboard at all times till the seventh anniversary of the date of commercial operation of the Project.

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 authorised 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 organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, 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 Affiliates 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 fulfillment 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 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 is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be

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)

SIGNED, SEALED AND DELIVERED For and on behalf of
SECOND PART by:
(Signature)
(Name)
(Designation)

SIGNED, SEALED AND DELIVERED For and on behalf of
THIRD PART by:
(Signature)
(Name)
(Designation)

In the presence of:

1.

2.

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.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-V

B.G. No. Dated:

Bank Guarantee for Bid Security*(Refer Clauses 1.2.3)*

1. In consideration of you, Noida International Airport Limited, having its office at OFFICE NO. 1-15 BLOCK P-2-SECTOR OMEGA -1, GREATER NOIDA, Gautam Buddha Nagar, Uttar Pradesh (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the . Project on Annuity basis (hereinafter referred to as "the Project") pursuant to the RfQ-cum-RfP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at . and one of its branches at . (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 of the RfQ-cum-RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfQ-cum-RfP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding

- any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability 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 said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
 10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
 13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. crore (Rupee.....crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered byBank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

APPENDIX-VI

Letter Comprising the Financial Bid

(Refer Clause 2.15.3)

(On Bidder's letter head)

(Date and Reference)

To,

Dear Sir,

Subject: Financial Bid for the Development and Operation/Maintenance of Noida International Airport near Jewar, Gautam Buddh Nagar District, Uttar Pradesh

I/We offer a Premium equal to INR per pax of traffic handled at the airport which shall commence from 6th (sixth) year of the occurrence of COD.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Twenty) days from the Bid due date.

Yours Sincerely,

(Signature, name and designation of the authorised signatory)

APPENDIX-VII**Guidelines of the Department of Disinvestment**

(Refer Clause 1.2.1)

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 Transaction 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/-

Under Secretary to the Government of India

APPENDIX VIII**Letter of Support from a Bank or a financial institution**

Date:

To,

XYZ

Dear Sir,

Ref: Letter of Intent to extend commercial debt to [_____] for the implementation of the Phase I of Noida International Airport, near Jewar.

1. This is with reference to bid application of [_____], [__ address __] dated [_____] (“Bidder”) regarding its bid submission for the Noida International Airport Project in response to the RfQ-cum_RfP dated [_____].
2. We are pleased to state that we are agreeable to extend the commercial debt to the Bidder for the purposes of the implementation of the Phase I of Noida International Airport Project.
3. Please note that this letter only expresses intent and does not operate to create any legal, binding or enforceable obligation upon us to extend financial or any other commitment, unless the conditions precedent to be provided by us in the relevant financing documents are fulfilled to our satisfaction

Thanking you,

Yours Faithfully

Authorised Signatory

For [_____]

Appendix IX-**The Bidders have to follow the following instructions for submission of their Bid:**

- a. For participating in Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <https://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <https://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <https://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to Bid, from "My tenders" folder, the Bidder can place his/her Bid by clicking "pay offline" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of Bid document in the PDF format.
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, Bid form and technical specification details) and financial (Bid form) schedules/packets given in the Bid details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during Bid submission time otherwise the Bid submitted will not be accepted.
- e. Next the Bidder should upload the Bid including fee details (Bid Processing Fee). Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each

document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical (fee details, qualification details, Bid form and technical specification details) and Financial (Bid form duly signed by authorised signatory and scanned) schedules/packets can be clubbed together to make single different files for each label.

- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of Bid document, a page giving the summary of Bid submission will be displayed confirming end of Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.