

Reliance Airports Developers Private Limited

Request for Proposal (RFP) for Selection of an Agency to Design, Build, Operate and Maintain Flight Training Organization(s) (FTO) at Nanded, Baramati, Latur, Osmanabad and Yavatmal Airports

June 2021

Reliance Airports Developers Private Limited
7th Floor, Raheja Point 1,
Pandit Jawaharlal Nehru Road,
Vakola, Santacruz East,
Mumbai – 400055

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Reliance Airports Developers Private Limited (**RADPL**), hereinafter called “**Reliance Airports**” or the “**Authority**”, or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided

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

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder shall therefore conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources and Reliance Airports shall not be liable for such information for such information not being either complete, accurate, adequate or correct.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of statutory rules / regulations or policies of regulators governing the operation of Airports in India . The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Reliance Airports accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Reliance Airports, 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 or restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the Bid Stage.

Reliance Airports also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Reliance Airports may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. Such changes if any shall be published in the website of Reliance Infrastructure Limited www.rinfra.com.

The issue of this RFP does not imply that Reliance Airports is bound to complete the Bid process or select a Bidder or to appoint the Selected Bidder, as the case may be, and Reliance Airports reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Bids 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 solely be borne by the Bidder and Reliance Airports 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 bid selection process as contained herein.

Introduction and General Details:

Reliance Infrastructure Limited (RInfra) contribution to the Nation's rapidly developing infrastructure extends to the aviation sector. A wholly owned subsidiary of RInfra, **RADPL** was incorporated in 2004 to develop and operate airports and fuel sustainable growth in the aviation sector. RADPL steers the management, implementation and operation of its aviation sector projects.

RADPL operates five Brownfield Airports in Maharashtra, viz. Nanded, Baramati, Latur, Osmanabad and Yavatmal (also collectively referred to as Five Regional Airports) and also monitors the progress of all upcoming airport projects in India. The Maharashtra Industrial Development Corporation (MIDC) in 2009 has awarded RADPL lease rights for 95 years to develop and operate the Five Regional airports

The Five Regional Airports provide required infrastructure and facilities to Schedule Flights, Business Jets and Flying Training Organizations and act as feeders of schedule and non-scheduled flights to the Metro Airports.

The Five Regional Airports have huge capabilities of harnessing the development potential in their respective regions.

RADPL aims to develop the Five Regional Airports to boost the regional economy and thereby increase its footprint in the aviation sector.

Request for Proposal:

Reliance Airports intends to appoint an entity to Design, Build, Operate and Maintain Flight Training Organization(s) (FTO) at the Five Regional Airports

Accordingly Reliance Airports is hereby inviting bids from reputed, resourceful and experienced Bidders having experience in Operating and Maintaining FTOs at each of Nanded, Baramati, Baramati, Osmanabad and Yavatmal Airports.

Scope and Facilities:

The Selected Bidder shall Design, Build, Operate and Maintain FTOs in accordance with the Applicable Laws, Good Industry Practices, and Set Up Plan approved by the Authority, as well as arrangement of requisite finance, equipment, machinery, security, licenses and other clearances and permits as required at its own costs. If any services, functions or responsibilities are not specifically described herein or in any other related document(s) which are an inherent, necessary, ancillary and/ or customary part of the services or are reasonably required for proper performance of the services in accordance with the RFP, they shall be deemed to be included within the scope of services, functions or responsibilities.

Key Terms and Conditions:

1. **RFP Document Fee:** The RFP documents can be downloaded from the website of Rlnfra www.rlnfra.com. The Bidder shall pay RADPL a sum of INR 25,000/- (Rupees Twenty Five Thousand Only inclusive of GST) (the "RFP Document Fee") as the cost of the RFP process which is non-refundable. The Bidder shall deposit the RFP Document Fee by RTGS/NEFT to following Bank Account and the details of remittance should be attached along with the proposal.

Bank Account Details:

Beneficiary Name : Reliance Airport Developers Limited
Beneficiary Bank : ICICI Bank, Reclamation, Churchgate – 400020
Account Number : 000405019578
RTGS / IFSC CODE : ICIC0000004

2. **Area Available:** Interested Bidder shall submit requirement of land while submitting the proposal, as defined in Annexure I.
3. **Concession Term:** The Concession term shall be valid for 5 years from the date of Letter of Award LoA. Subject to good performance and timely payment of all dues to the RADPL. The Reliance Airports may extend the contract for another 5 years at its sole discretion on terms and conditions to be decided at that time.
4. **Concession Fee:** The Concession Fee shall consist of Lease Rentals for the space allotted by the Airport Operator and the Quoted Fee as described below:
 - a. The Lease Rent at respective airports per Sqm per month plus applicable taxes with an annual compounded escalation of 5% from subsequent years. The Lease rent shall be applicable from 1st Day of second month from the date of LoA.
 - b. In addition to the Lease Rent, selected Bidder(s) shall pay the Quoted Fee from the date of the Operation of FTO or after completion of three months from the date of LoA whichever is earlier plus applicable taxes with an annual compounded escalation on Quoted Fees of 5% from subsequent years. However, the selected Bidder(s) shall pay for the Minimum Flying Hours per annum from the date of LoA as mentioned in Annexure I.
 - c. All Applicable Taxes (including GST) shall be paid by the selected Bidder(s) in addition to the Lease rent and Quoted Fee.

5. Security Deposit:

Selected Bidder(s) shall pay interest free refundable Security Deposit equivalent to 12 months of the Lease Rental and Quoted Fee.

50% of Security Deposit shall be paid within 07 days from the date of issue of the LoA by RTGS / NEFT to RADPL Bank account and the remaining 50% shall be paid within 15 days from the date of issue of LoA by way of Bank Guarantee in favour of **RADPL** valid for a period of 24 months. However, the Selected Bidder shall replace the Bank Guarantee with Cash Deposit on or before completion of 18 months, failing which the Authority shall encash the Bank Guarantee and appropriate the same towards Security Deposit. The Security Deposit shall be interest free and the Selected Bidder agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

6. Eligibility Criteria – Technical:

For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall be, as on the Bid Due Date:

- a. A scheduled operator (SOP), registered/ licensed with/ by Directorate General of Civil Aviation/ Ministry of Civil Aviation; or
- b. Non-scheduled operator (NSOP), registered/ licensed with/ by Directorate General of Civil Aviation/ Ministry of Civil Aviation; or
- c. FTO, registered with/ licensed by Directorate General of Civil Aviation. If, however, the Bidder in this category is not registered with/ licensed by the Directorate General of Civil Aviation, it shall provide an undertaking that it will procure all the necessary approvals on or before Operations Date of the FTO failing which its selection, if made, will be cancelled.

The Technical Bid should include a brief description of the roles and responsibilities of individual member, particularly with reference to the financial, technical, operational and managerial obligations;

7. Eligibility Criteria – Financial:

- a. The Applicant shall have sufficient fund of at least Rupees one crore in the form of paid up capital duly certified by the chartered Accountant.

- b. The following persons shall be ineligible for submission of a bid in terms of this RFP and the bid submitted by them shall be deemed to be a non-responsive bid:
 - I. Persons or entities debarred/ black listed by CBI or RInfra or any of its entity, Government undertakings or any entity controlled by the Government such as AAI, Railways, Defense, or any other department of Government and such bar subsists as on the date of this RFP;
- c. The Bidder shall enclose with its Bid, to be submitted in the form acceptable to the Authority:
 - I. The Bidder should submit a Power of Attorney authorizing the signatory of the Bidder to commit the Bidder.
- d. In evaluating the Technical Capacity and the Financial Capacity of the Bidder, the Technical Capacity and Financial Capacity of their respective Affiliates would also be considered hereunder.
 - I. Information supplied by a Bidder must apply to the Bidder or Affiliates named in the Bid and not, unless specifically requested, to other associated companies or firms.
 - II. In responding to the Bid submissions, Bidders should submit the necessary documents demonstrating their capabilities.

8. Submission of Business and Set up Plan:

The interested Bidder(s) shall submit Project report containing details of the proposed set-up including three years business plan, proposed financial structure, ownership pattern, time frame in which the applicant proposes to operationalize the various stages of the project, aircraft type to be used and its suitability for flying training, human resource and maintenance support.

Facility is required to be fully operationalized within 3 months from the date of LoA.

9. Real Time Data Sharing:

The Bidder(s) shall keep a copy of every first information report (the "FIR") recorded by Police with respect to any accident occurring in the FTO. In addition, the Lessee shall also collect data for all cases of accidents / incidents not recorded by the Police. The information so collected shall be summarized in the form prescribed by the Authority for this purpose. The Lessee shall also record the exact location of each accident and aforesaid data shall be submitted to Authority at the conclusion of every quarter.

10. Timelines:

Schedule	Timelines
Date of issue of RFP	25 th Jun 2021
Site visit & clarifications from Bidder(s)	6 th Jul 2021, 1800 hrs
Clarifications of Bidder's queries	9 th Jul 2021
Last date of submissions of Proposals	16 th Jul 2021, 1800 hrs

11. Issuance of RFP Document

Bidders shall download the RFP document from the website of RInfra-www.rinfra.com and submit the Bid(s) along with the RFP Document Fee as set out in Clause 1 of "Key terms and conditions" as mentioned above to RADPL through e-mail reliance.airports@relianceada.com. Corrigendum / amendment(s) / notification(s) related to this RFP document will be published on the website of RInfra-www.rinfra.com. RADPL shall not entertain any correspondence / proposal from any Bidder(s) after the last date of submission of Bid(s) as set out herein above.

12. Due Diligence and Property Inspection

- a. Prior to submitting Bids, the Bidder may visit (with prior intimation and confirmation with Reliance Airports) and examine the Land area at the said Five Regional Airports (at their own cost & expenses) & its surroundings, obtain & ascertain on their own responsibility all information, technical data, market study, due diligence, etc., including actual conditions and existing infrastructure at the said Five Regional Airports at its own cost.
- b. The Bidder(s) are advised to collect and verify all requisite information and details before submitting their Bid.
- c. The information contained herein is intended as a guide only and does not constitute advice and does not constitute any offer or an agreement or any contract for sale or otherwise.
- d. Reliance Airports shall have the sole and unfettered right and discretion to decide any issue with regard to this RFP and all its decisions shall be final and binding on all parties and no correspondence will be entertained in this regard. Reliance Airports has the sole option to modify, curtail and / or to cancel this process, at its sole discretion, at any time.
- e. Failure to comply with terms of Bid may disqualify the Bidder.
- f. All information in the Bid shall be in English.

13. Commercial

- a. Bidder(s) should submit their Financial Bid(s) to the concerned, as specified in the Bid Process mentioned below.
- b. Reliance Airports may invite such Bidders, whose offers are considered reasonable, for further meetings and negotiations, individually or collectively, as shall be exclusively decided by Reliance Airports during the course of this process.
- c. Reliance Airports reserves the right to accept or reject any or all Bids without assigning any reason and / or to further negotiate with any or all Bidders at any-time.
- d. Reliance Airports reserves the right not to accept the any Bid or even the Highest Bid if it is below the expectation of the Authority.
- e. The Selected Bidder(s) shall thereafter enter into a Concession Agreement with Reliance Airports to Design, Build, Operate and Maintain FTO(s) at airports mentioned above. The draft of the Concession Agreement shall be published at that point of time.

14. Submission of Bid(s):

- a. The Bid(s) shall be submitted in a sealed envelope having two sealed envelopes inside. One envelope should contain documents relating to Technical Eligibility and the second envelope should contain Financial Bid(s) as per Annexure I. The Bid(s) should reach on or before 16th July 2021 by 6.00 pm marked to:

Mr. Tariq Hussain Butt
Chief Airports Officer

Reliance Airports Developers Private Limited,
7th Floor, Raheja Point 1,
Pandit Jawaharlal Nehru Road,
Vakola, Santacruz East,
Mumbai – 400055.

- b. Please mark the envelope for Bid(s) as “Bid to Design, Build, Operate and Maintain the Flight Training Organizations (FTOs) at either of Nanded, Latur, Baramati, Osmanabad and Yavatmal Airport”. Please indicate on the cover itself the name, full address, telephone numbers and e-mail of the person to whom further correspondence should be addressed.

- c. Bid(s) received after the prescribed date and time may not be entertained.
 - d. The Bidder(s) submitting the Bid(s) shall be deemed to have agreed to all the terms and conditions contained herein.
 - e. If the Bid is submitted by a firm or company; the Bidder shall state the full name and address of the firm/company and the Bid(s) shall be signed by the authorized person. The person signing the Bid(s) shall attach the Power of Attorney / Board resolution in his favor along with the Bid(s).
 - f. The Bid(s) shall be kept valid for a period of at least three months (3 months) from the stipulated last date for receipt of the Bid(s) as mentioned herein.
 - g. The Bidder will be informed regarding the selection of their Bid.
- 15.** Selected Bidder must observe the highest standard of ethics during the selection and execution of the FTO(s) and must not indulge in any corrupt/fraudulent practices defined as under.
- a. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of RADPL, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive RADPL of the benefits of free and open competition.
- 16.** RADPL will reject a proposal for award if it determines that Bidder recommended for LoA has engaged in corrupt or fraudulent activities in competing for the contract in question;

Format for Financial Bid to Design, Build, Operate and Maintain the Flight Training Organization (FTO) at Nanded, Baramati, Latur, Osmanabad and Yavatmal Airports

Date:

To,

Reliance Airports Developers Private Limited
7th Floor, Raheja Point 1,
Vakola, Nehru Road, Santacruz (E)
Mumbai – 400055.

Dear Sir(s),

Sub: Submission of Financial Bid to Design, Build, Operate and Maintain the Flight Training Organization (FTO) at (either of) Nanded, Baramati, Latur, Osmanabad and Yavatmal Airports.

We have reviewed the RFP and fully understood all relevant information provided by Reliance Airports regarding (either of) the Nanded, Baramati, Latur, Osmanabad and Yavatmal Airports. We have also inspected these Airports and are aware of the location, size / dimensions and physical condition of the Airport and Land to be given on Lease for establishing FTO.

We have adequate financial capability as defined in the RFP & other resources to comply fully with this Financial Bid.

Reliance Airports and its authorized representatives, consultants and agents are hereby authorized to conduct inquiries and/or investigations to verify the statements, documents and information submitted by us in connection with this Financial Bid and to seek clarifications from us / our advisors regarding any financial and other aspects.

We hereby submit our offer to Lease the portion of the Airport Land on an "as is where is basis as per below commercial terms in Annexure I.

Annexure I

#	Component	Nanded	Baramati	Latur	Osmanabad	Yavatmal
1	Airports for which the Bid is submitted	Yes /No	Yes /No	Yes /No	Yes /No	Yes /No
2	Land area (in Sqmts) required on Lease for establishing FTO, subject to maximum of 50,000 Sqmts.					
3	Minimum Lease Rentals in INR/ Sqmt/Month at each airport.	INR 80/-	INR 75/-	INR 75/-	INR 40/-	INR 50/-
4	Bidder(s) Quote to pay RADPL a Monthly Lease Rental - INR/Sqmt/Month, subject to minimum lease rent as mentioned in Sn 3 above					
5	Bidder to pay RADPL a Minimum Fee – INR/Flying Hour. Flying Hour shall be defined as per standard definition adopted by AAI.	650	550	600	500	500
6	Minimum Flying hours per Annum to be billed to the Bidder irrespective of actual flying hours undertaken by Bidder.	3000	3000	3000	3000	3000
7	Bidder's Quote to pay to RADPL in INR /Flying Hours (Flying Rate) subject to minimum Fee as mentioned in Sn 5 above					
8	Lease Term (years)	5	5	5	5	5
9	Yearly Escalation on Lease Rental and Flying Rate	5%	5%	5%	5%	5%

I/We confirm that all charges are pertaining to Design, Build, Operate and Maintain the FTO including but not limited to Stamp Duty charges, Registration charges, documentation, attorney fees, approvals / permissions /sanctions, taxes, cess, etc. shall be borne and paid by us in addition to the above-mentioned amount in Table 1.

We understand that this offer is non-binding in nature and subject to due diligence and internal processes & approvals of both parties.

We acknowledge the right of Reliance Airports to reject our offer, at any time without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever and their decision will be final and binding on us.

For [Name of the Bidder]

Signature : _____
Name : _____
Designation : _____