

NIET/ E-TENDER DOCUMENT



AIRPORTS AUTHORITY OF INDIA

Adampur Airport

Notice Inviting e-Tender (NIET) for

License for Operation of

Tea / Snack Bar (03 nos. - One each in Security Hold Area(SHA), Arrival Area and City Side), Retail/TR Shop SHA, Trolley Retrieval cum Advertisement Rights facility and Vehicle Parking Facility in clubbed manner at Adampur Airport.

Tender ID : 2023_AAI_145038_1

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DISCLAIMER

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

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

Information provided in this e-Tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The 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 Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender or arising in any way for participation in the bidding process.

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

The 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 e-Tender.

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

The Applicant shall bear all its costs associated with or relating to the preparation and

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

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

AIRPORTS AUTHORITY OF INDIA

Department Of Commercial

E-tenders are invited for award of License for Operation of Tea / Snack Bar (03 nos. - One each in Security Hold Area(SHA), Arrival Area and **city side**), **Trolley Retrieval cum Advertisement Rights facility And Vehicle Parking facility in clubbed manner at Adampur Airport.**

INTRODUCTION

1. Airports Authority of India is ("AAI") is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-tender for License for Operation of Tea / Snack Bar (03 nos. - One each in Security Hold Area(SHA), Arrival Area and city side), Trolley Retrieval cum Advertisement Rights facility And Vehicle Parking facility in clubbed manner at Adampur Airport.
3. AAI came into existence on 1st April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
 - Design, development, operation and maintenance of passenger terminals.
 - Development and management of cargo terminal at international and domestic airports.
 - Provision of passenger facilities at terminals like Duty Free Outlets, Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxi etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. During the Financial Year 2019-20, AAI has recorded a Total Revenue of Rs.12837.44 Crores and a Profit after Tax (PAT) of Rs.1985.09 Crores.
6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
7. Major Airlines and Passenger Traffic data of Adampur Airport is placed at ANNEXURE: O of this e-tender.

NOTICE INVITING E-TENDER (NIET)

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

Name of Facility	Tender Processing Fees (Non-refundable) (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fee (MRLF) / Minimum Monthly Guarantee (MMG) (in INR)
"License for Operation of Tea / Snack Bar (03 nos. - One each in Security Hold Area(SHA), Arrival Area and city side), Retail/TR Shop SHA, Trolley Retrieval cum Advertisement Rights facility And Vehicle Parking facility in Clubbed manner at Adampur Airport.	Rs. 10,000/- (Rupees Ten Thousand only)	Rs. 1,04,390/- (Rupees One Lakh four thousand three hundred Ninty only)	Rs. 90,650/- (Rupees Ninety Thousand Six Hundred fifty Only) per Monthplus applicable taxes and charges thereon.

NOTE:

- a) Offers below MRLF will not be considered for award.
- b) Highest Quote/offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- c) License fees shall be the **quoted fixed license fee / quoted MMG**. The quoted license fee / MMG is subject to annual escalation as detailed in NIET.
- d) In addition to the license fee, the selected bidder shall be liable to pay: -
 - (i) Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent is **Rs. 1000 per sq. m. per month for AC premises and Rs. 670 per sq. m. per month for non-AC premises subject to annual escalation of 7.5% w.e.f. 01.04.2025**) for allotted space. The space rent is subject to revision at the discretion of AAI from time to time and such increase of space rent shall be payable by the licensee without any protest or dispute.
 - ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
 - iii) Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
- e) In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 07 (seven) days to the Licensee, by novation\ and apply any or all amount at any time held with AAI as security deposit or Bank Guarantee or any other amount as part of this contract or from any other expired / closed / terminated contracts of

licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

Explanation 1: For the purpose of this agreement, **set off** means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG / SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport / airport premises.

Explanation 2: Outstanding dues shall mean and include any amount accrued / due against the licensee under this or any other agreement at any of AAI airport or airport premises.

- f) **The commencement of license fee will be co-terminus with the date of start of flight operation at New Terminal building, Adampur Airport. However, the development work of outlet must be completed within the prescribed Gestation period as given in para 9(a) of the NIET.**
2. **Location Details:** Indicative Drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4.**
3. **Period of Concession: 01 (one) year extendable by 01 (one) year.*#**

** **Novation clause** - Notwithstanding anything contained in the agreement, parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI / Government of India, then the Authority shall have the right to assign / novate / alter the Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment / novation / alteration would release Authority of all liabilities and obligations arising under the agreement from and after the date of assignment / novation / alteration and the rights and obligations of Authority under the Agreement and other arrangements entered into in accordance with the provisions of the Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment / novation / alteration as and when need arise.*

The period of the license shall be reckoned from the License fee commencement date".

4. **Rate of Escalation:** The quoted licence fee / MMG is subject to annual escalation as per following: -
- a) License Fee shall be subject to annual escalation of **10%.**
- b) The first annual escalation will be applicable after completion of **01 (one) year + 06 (six) months** license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIET, for the purpose of calculation of date on which **18 (eighteen) months** of license are completed (date on which first escalation is applied), shall be deemed from next day of expiry of gestation period stipulated in NIET.
5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at

any stage for whatever reasons.

6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.
7. **Business Incubation Period** shall mean a period of **fifteen (15) days** from the date of issuance of Letter of Intent to Award (LOIA) to the selected bidder. The selected bidder will be under obligation during this period to complete all formalities of award (Submission of Acceptance, Security Deposit, Advance License Fee, Execution of Agreement and handing / taking over the site etc.) and meet other obligations as will be specified in the LOIA.

8. Handing Over of site: -

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

9. Gestation Period

- a. Gestation period (reckoned from the date of Handing over of site), maximum to the period as given in the following table OR actual commencement of Commercial operation - whichever is earlier, will be allowed:

**The development of the outlet must be ensured within the prescribed gestation period.*

Snack Bar inside SHA	120 days
Snack Bar on city side & arrival	90 days
Retail/TR Shop SHA	120 days
Trolley Retrieval cum Advertisement Rights facility	90 days – 30 days for retrieval of trollies and 60 days for planning implementation of business development for procuring advertisement on the trollies
Vehicle Parking facility	30 days

In case the requirement for raising the pro-rata bills arises, the billing shall be done on pro-rata basis as per the following table:

Facility	Location	Area	Facility-wise % distribution of quoted LF in case of pro-rata billing
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Snack Bar	SHA	8.04	13.93 %
TR Shop	SHA	8.04	13.93 %
Snack Bar	City Side	4	6.35 %
Snack bar	Arrival	2	3.17 %
Trolleys	25 nos	-	7.45 %
Car Parking	City side	1000	55.17 %

b. No gestation period is to be permitted in case of renewal / award of the concession / license in favour of the existing licensee in the same place (i.e. same area as well as location). However,

- (i) Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession / license premises, normal gestation period, as defined above, may be permitted.
- (ii) If there is increase in the area in the new license at the same location awarded to existing licensee, the Gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed / incremental area shall be started after expiry of gestation period.

10. **Eligibility Criteria:**

A) **Technical Criteria:-**

- (i) Parties must have 6 months' experience (in last 07 years) in operating any of the dubbed facilities (Snack Bar/ Trolley Retrieval cum Advertisement Rights facility/ Vehicle Parking) at Airport/Bus stand/Railway Station/ Metro Station/ Commercial Complex.

B) **Financial Capacity:-**

- (i) The minimum annual gross turnover should be Rs. 1,00,000/- (Rs. One lakh only).*

**Bidder has to submit documents supporting the annual gross turnover corresponding to the claimed experience period. All certificates issued by CA must contain UDIN number.*

11. Only one e-tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.

12. Any party either a firm or an individual falling under the following categories is **Not Eligible:-**

- a. Consortium is not allowed.
- b. De-barred / blacklisted by CBI or AAI or Undertakings/Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Deptt. etc. A

declaration to this effect is also to be submitted by the party with tender documents.

- c. Parties facing action under PPE Act, with AAI.
- d. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the e-tender.
- e. **The disputed amounts which are referred for Dispute Resolution Mechanism (to be read along with Annexure - P) / Arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license) equivalent to 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under arbitration shall be minimum two (2) years from the date of Mediation / Arbitration and further renewable.**

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

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

I/ We declare that "No raid / seizure / search has been carried out and / or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors / Managers / Employees"

(In case if raids / seizure / search conducted, please furnish all such relevant details).

- 13. E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in
 - a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in
 - b) The bids shall not be accepted in any other form
 - c) The e-tendering process is online at NIC CPPP E-Tendering Portal at etenders.gov.in
 - d) Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in mentioned above.
 - e) **Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.**
- 14. The cost of tender fee and Earnest Money Deposit (EMD) shall be paid by the bidders through ONLINE PAYMENT GATEWAY provided at e-tender portal itself in favour of **"Airports Authority of India"** before the schedule time of tender submission as per under: -

- a) The Cost of tender fees (non-refundable) amounting to **Rs10,000/-** (Rupees ten Thousand only), shall be paid by the bidders before the scheduled time of e-tender submission through ONLINE PAYMENT GATEWAY provided at e-tender portal itself. No other mode of payment shall be acceptable.
- b) The amount of Earnest Money Deposit (EMD) of **Rs. 1,04,390/-** (Rupees One Lakh four thousand three hundred Ninty only) shall be paid by the bidders before the scheduled time of e-tender submission through ONLINE PAYMENT GATEWAY provided at e-tender portal itself. No other mode of payment shall be acceptable.
- c) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) made online through Payment Gateway is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- d) Non-submission of cost of tender document and Earnest Money Deposit (EMD) shall lead to disqualification of tenderers.
- e) In case a party has deposited EMD and Tender Fee but does not participate in the tender process i.e. the party has not submitted his bid on NIC CPP portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD by the party may be refunded after deduction of **10%** of EMD amount. However, the Tender Fee shall not be refunded in this case.
- f) In case bidder withdraws from tender process before opening of technical bid date and time, **10%** of EMD amount shall be forfeited.
- g) After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party liable to be debarred for participation in any tender at **Adampur Airport** for **one (1) year** from the date of debarment.
- h) However, after opening of financial bid, being H-1 in the tender if the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAI for **one (1) year** from the date of debarment.

15. E-bids shall be submitted in two bid system as follows: -

- i. **Technical bid** – Earnest Money Deposit (EMD), Tender fee and other documents as required under **Clause 3** of the General Information / Guidelines of Notice Inviting e-Tender.
- ii. **Financial Bid** – As required under **Clause 4** of General Information / Guidelines of Notice Inviting e-Tender.

16. Critical Dates:

1	Date of publish of Tender document	13.02.2023 (1700 Hours)
2	Start download / sale date of Tender document	13.02.2023 (1700 Hours)
3	Last download / sale date of Tender document	06.03.2023 (1700 Hours)
4	Last date of submission of queries to Tender Document on NIC CPP e-tender portal	17.02.2023 (1700 Hrs)

5	Reply to the queries by AAI on NIC CPP e-tender portal	22.02.2023 (1700 Hrs)
6	Last date for online submission of bids / proposals on NIC CPP e-tender portal	06.03.2023 (1700 Hours)
7	Technical Bid Opening date	07.03.2023 (1700 Hrs)
8	Financial Bid Opening date	14.03.2023 (1700 Hrs) *this is subject to revision at the discretion of AAI.

17. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
18. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
19. On acceptance of the tender, the name of the authorize representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

APD Adampur/Jt. GM (Commercial) - NR

“E-Tendering guidelines to the bidders”

E-Tendering Participation Requirements: Interested bidders/tenderers willing to participate through e- tendering process are required to register themselves in the GOI Central Public Procurement Portal www.etenders.gov.in

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e- Procurement Portal [click here](http://www.etenders.gov.in) or follow hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

Bidders Manual Kit available for download at the hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical assistance with regard to the functioning of the portal, the bidders may contact the Help desk according to escalation matrix given below:

CPPP under GePNIC, Help Desk Services

1. For any technical related queries, please call the Helpdesk at 24 x 7 Help Desk Numbers: 0120-4200462,0120-4001002,0120-4001005,0120-6277787. International bidders are requested to prefix 91 as country code.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published, kindly contact the respective Tender Inviting Authority.

Telephone: 0120-4001002, 0120-4001005, 0120-6277787

ई-मेल/E-Mail :support-eproc@nic.in

2. For any Policy related matter / Clarifications, please contact Dept. of Expenditure, Ministry of Finance.

ई-मेल / E-Mail:cppp-doe@nic.in

3. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)

a) In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC [https://etenders.gov.in](http://www.etenders.gov.in). The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

b) Before submitting queries, bidders are requested to follow the instructions given in **“Guidelines to Bidders”** and get their computer system configured according to the recommended settings as specified in the portal at **“System Settings for CPPP”**.

4. In case of any issues faced, the escalation matrix is as mentioned below:

S.No	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	Technical HelpDesk Team	Instant Support	eprochelp@aaiaero	011-24632950, Ext-3512 (6Lines)	0800-2000 Hrs. (MON-

2.	Sh. Sanjeev Kumar, Jr.	After 4 Hours of	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar,	After 12 Hours	dkumar@aai.aero	011-24632950, Ext-3527	0930-1800 Hrs. (MON-FRI)
4	Bid Manager – Sh. Pawan Khattar	After 12 Hours	pkhattar@aai.aero	9810252989	0930-1800 Hrs. (MON-FRI)
5.	General Manager (IT)	After 3 days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

*** The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**

- (i) The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.
- (ii) For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.

GENERAL INFORMATION AND GUIDELINES

1. E-Tender Documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer: -
 - a) **The technical e-bid through e-portal.**
 - b) **The financial e-bid through e-portal.**

3. Technical Bid

Each page of Technical Bid should be signed by the tenderer or person authorized by the tenderer. **The authorization (Power of Attorney) on Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary Public** (Format as per **Annexure: B**). The technical e-bid which will be opened first, shall contain the following documents specified as under: -

Bidders shall upload scanned copy of following documents along with authorization letter in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of technical bid: -

- a) Letter of Authorization (Power of Attorney) in favour of person(s) who is/are signing the bid documents on behalf of the bidder on **Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary Public** (Format as per **Annexure: B**). However, the Proprietorship entity is exempted for such submission where proprietor himself / herself has signed the bid document.
- b) Form of unconditional acceptance duly signed (enclosed as **Annexure: C** along with tender documents).
- c) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per **Annexure: D**
- d) Self-attested copies of the PAN Card, GST Number or any such statutory Identification Number, as applicable. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. **Non-submission will not be considered as exemption.** AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
- e) Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Account / Balance sheet of the Sole Proprietor Concern or a Partnership Firm, Annual Report in case of Company as per the Companies Act.
- f) Self-attested copies of Memorandum and Articles of Association in case of Companies, and Partnership deed in case of Firms, and approved by-laws in case of Co-Operative Societies.
- g) (i) The Bidders are required to furnish Cost of tender fee (non-refundable) amounting to **Rs.10,000/-** (Rupees Ten Thousand only). The tender cost shall be deposited through **ONLINE PAYMENT GATEWAY** provided at the e- tender portal itself. **No other mode of payment shall be acceptable.** A copy of document indicating

payment of tender cost made online through payment gateway provided at e-tender portal is to be uploaded in the technical bid. **Non- payment of tender cost by the stipulated date & time shall lead to disqualification of tenderer(s).**

(ii) The Bidders are also required to furnish Earnest Money Deposit of **Rs. 1,04,390/-** (Rupees One Lakh four thousand three hundred Ninty only). The EMD shall be deposited through **ONLINE PAYMENT GATEWAY** provided at the e-tender portal itself. **No other mode of payment shall be acceptable.** A copy of document indicating payment of EMD made through online Payment Gateway provided at e- tender portal is to be uploaded in the technical bid. **Non-payment of EMD by the stipulated date & time shall lead to disqualification of tenderer(s).**

Note:

EMD in the form of cash / Demand Draft or any other form shall not be accepted. Prospective Bidders shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of EMD via Bank Transfer in the form of ONLINE PAYMENT GATEWAY to any AAI employee during the process of the tender. In no scenario, the prospective bidders are required to submit / contact any AAI employee for physical submission of any documents before opening of the bids. Tenders/bids without EMD shall not be considered.

Refund of EMD:

EMD of unsuccessful bidders received through bank transfer mode (ONLINE PAYMENT GATEWAY) shall be refunded online through the same mode only and it shall be refunded in the Bank account whose detail is required as per “**Annexure: J**” to be submitted as part of technical bid. The refund of EMD to bidders who fail to qualify the eligibility /technical stage shall be initiated within fifteen (15) days of opening of financial bid.

h) No Dues Certificate:

i. Self-Declaration of Dues:

The party should submit the details of contracts held (current and past) at **all AAI fully controlled and operated airports and offices** and the details of **disputed and undisputed dues** there on along with the details of **Security Deposit** and mode of Security Deposit (**Refer Annexure: G**).

ii. No Dues Certification from AAI:

The party should also enclose the no dues certificate issued by **AAI fully controlled and operated Airports up to 31.01.2023** in respect of all airports under its control. **Only signed certificate will be valid.** Photocopy of the signed certificate to be attested by the party at the time of tender submission. Format as per **Annexure: I**

iii. If the entity participating in the e-tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to AAI, then the said entity shall not be allowed in AAI e-tenders. A declaration to this effect has to be submitted by the party / tenderer. (**Refer Annexure: G**)

iv. The Parties either an individual or a business establishment, who has been

ordered by a **Court of Law** to pay the **outstanding dues** of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the e-tender. A declaration to this effect has to be submitted by the party / tenderer. **(Refer Annexure: G)**

- v. During the intervening period i.e. after the submission of tender and before Finalization of award, if any amount is found as outstanding against the **H-1 emerged bidder**, the bidder shall clear such dues (undisputed ones) before award of the license. For this purpose, all the bidders shall submit an undertaking along with tenders, that in case the bidder emerges as H-1, it shall clear all such dues before the award of license **(Refer Annexure: G)**.
- i) Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its Affiliates or against any of the Directors / Managers / Employees". **(Refer Annexure: G)**
- j) Declaration giving the details of blacklisting or debarring by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). **(Refer Annexure: G)**
- k) Declaration of cases / action under PPE Act (Eviction and Recovery Act) initiated by AAI. (NIL statement also to be filed). **(Refer Annexure: G)**
- l) Declaration in respect of **Near Relatives*** working in AAI, as per **Annexure: H**.
- m) Certificate from Chartered Accountant / Statutory Auditor in respect of Technical Capacity & Experience **(Refer Annexure: E)**
- n) CA Certified details of Minimum Gross Turnover of **Rs.1,00,000/-** from the business activity in **any one of the financial years** for which technical experience has been claimed and **Positive Net Worth** to be submitted by the tenderer duly certified by Chartered Accountant / Statutory Auditor (as per **Annexure: E**).
- o) Documents supporting eligibility criteria i.e. as per requirement of **Clause-10** of NIET (**Technical Criteria and Financial Criteria**).
- p) Letter of Undertaking for Experience claimed by Bidder, as per **Annexure: F**
- q) Scanned copy of complete set of e-tender document containing all of pages (duly signed and stamped by the authorized person).

Important: - AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of financial bid.

Note: - One set of scanned copy of complete technical documentation comprising of documents as listed at **clause 3 (a) to (q)** above shall be uploaded in the technical bid along with an Index in respect of Documents attached therewith.

4. Financial Bid

- a) The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in and the following shall also form part and parcel of

financial e-bid to be submitted by the tenderer: -

I / We have carefully read and understood the terms and conditions of the license as contained in E-Tender Documents issued by the Airports Authority of India (AAI) including the following: -

- i. Earnest Money Deposit of **Rs. 1,04,390/-** (Rupees One Lakh four thousand three hundred Ninty only) liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfil any of the conditions stipulated in e-tender documents, within prescribed time.
 - ii. On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of **one (1) year**.
 - iii. In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e-tender/ tender of AAI, for a period of **three (3) years**.
- b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- c) The AAI does not bind itself to accept the highest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the service at the rate quoted.
- d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
- e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
- f) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh financial bids, as per Authority's policy, from such Tie Bidders and shall identify the Selected Bidder from amongst such Tie Bidders. Provided that the revised Financial Bids of such Tie Bidder(s), shall be no less favourable to Authority than their respective original Bids.
5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s) / e-tender(s) for a period of **one (1) year**, on account on non-completion of the following formalities within the incubation period of **15 (Fifteen)** days starting from the date of LOIA: -
- a) Acceptance of the offer within **seven (7) days** from the date of issuance of the award letter / LOIA addressed to the party.
 - b) Payment of **one (1) month's** advance license fee for within **fifteen (15) days** from the date of issuance of the award letter / LOIA.
 - c) Payment of Security Deposit within **fifteen (15) days** from the date of issuance of award letter as per following: -

- (i) An interest free Security Deposit (SD) equivalent to **three (3) months** licence fee (including all taxes and charges) of first year is to be submitted in the form of Bank Guarantee (BG) from any Nationalized / Scheduled Commercial Banks (as per Reserve Bank of India guidelines) in the format as per **Annexure-K** having a validity period of **180 (one hundred eighty) days from the date of expiry of contract.**

- A Letter of Understanding in the format as per **Annexure-L1** also to be submitted along with the Bank Guarantee.
- Bank Charges shall be borne by the successful bidder.
- The Bank Guarantee (BG) from Co-operative Bank (even scheduled) / Societies / Payment Banks or in the form of FDR shall not be acceptable.
- The amount of Security Deposit shall be calculated by considering quoted licence fee, space rent, CAM charges or any other component etc. payable by the licensee / concessionaire.
- AAI has made arrangements for verifications of Bank Guarantee received by AAI from Successful bidder through Structural Financial Messaging System (SFMS) of ICICI Bank whose detail is as under:-

Corporate Name	AIRPORTS AUTHORITY OF INDIA
Bank Name	ICICI Bank
IFSC Code	ICIC0000007
BG Advising message	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
*Unique Identifier Code	AAIRHQNR (to be mentioned in field 7037 of the BG advising message code)

- While submitting the documents to BG issuing Bank, the successful bidder will also submit letter to the issuing bank as per the format mentioned in the **Annexure-L2**.
- While submitting the Original BG document, the successful bidder shall also submit the copy of the SFMS BG confirmation message sent by the BG issuing Bank to ICICI Bank.

- (ii) Security deposit in respect of electricity charges equivalent to **5%** of annual licence / concession value subject to minimum deposit of **Rs.10,000/-** and a maximum deposit of **Rs.10 lakhs**. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

- d) Execution of the Agreement within **fifteen (15) days** from the date of issuance of award letter / LOIA (on Stamp Paper of appropriate value, related costs to be borne by the licensee).

- e) Commencement of the facility within gestation period.

6. E-Tender(s) will remain valid for a period of **180 (one hundred eighty) days** from the date of opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in any tender of AAI for **one (1) year**.

7. The tenderer(s) shall give the list of his near relatives employed in AAI.

8. The successful bidder (after issuance of award letter) shall intimate the names of the persons employed by him or going to employ, who are **Near Relatives*** of AAI employees, or are ex-employees of AAI who have separated from AAI in the past **two (2) years**.

9. **Fraud & Corrupt Practices and Penalty:**

- a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:
- i. has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIET; or
 - ii. has made misleading or false representation in the forms, statements and attachments submitted; or
 - iii. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
 - iv. One or more of the eligibility criterion have not been met by the Applicant; or
 - v. The Applicant has made a material misrepresentation; or
 - vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - vii. The applicant or its Affiliates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India or any PSU or Government Departments during the last **five (5) years**;
- b) Then the LOIA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIET Document, be liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for any period not succeeding subject to minimum of **three (3) years**, as the case may be without prejudice to any other right or remedy that may be available to AAI in this regard.
- c) If such an event occurs after the issuance of LOIA and during the contract period, then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the Performance Security amount.
- d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the Proposals under consideration.

10. **Conflict of Interest:** -

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affect the Bidding process. Any Bidder found to have a conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding process, if:

- i. The bidder, or its Affiliate (or any constituent thereof) and any other Bidder or any Affiliate thereof (or any Constituent thereof) have common controlling shareholders or other ownership interest:

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any shareholder thereof) having a shareholding of more than 20% (twenty percent) of the aggregate issued, subscribed and paid up share capital of such Bidder, Member or Affiliate, (as the case may be) in the other Bidder, its Member or an Affiliate is less than 20% (twenty percent) of the aggregate issued, subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by the Authority, a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013;

For the purposes of this clause, indirect shareholding held through 01(One) or more intermediate persons shall be computed as follows:

(A) 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 in to account for computing the shareholding of such controlling person in the subject person; and

(B) subject always to sub-clause (A) 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 if the shareholding of such person in the intermediary is less than 26% (twenty-six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or

- ii. a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated personnel as another Bidder; or
- iii. a constituent of such Bidder is also a constituent of another Bidder; or
- iv. such Bidder or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
- v. such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
- vi. such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party/ parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium.

Note:

Regarding conflict of interest, AAI shall place reliance upon the declaration to be submitted by the bidder/applicant in the form of acceptance of AAI's tender conditions/other documents forming part of technical bids.

In the event, the declaration submitted by the bidder / applicant towards there being no conflict of interest, is found incorrect/false, such incorrect declaration would be treated as submission of false/incorrect document and it would amount to material misrepresentation made by the bidder/applicant. In such event, punitive actions shall be taken by AAI as per provision of tender documents/license agreement.

11. Exit Clause, Dispute resolution (to be read along with Annexure - P), Arbitration & Litigation

a) Normal Termination

The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

b) Termination for Cause:

If the party or AAI has invoked the internal dispute resolution **mechanism** (to be read along with Annexure - P) clause and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for four (4) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings

.c) Termination for Convenience:

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession / license has been terminated within **50%** of the license period or the party

has not served the requisite notice of **thirty (30) days**, for surrender of license/concession after completion of **50%** licence period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below: -

S. No.	If termination of concession / license occurs	Security deposit equivalent to current license fee to be forfeited (in months)
(i)	Before 50% of contract period	Four (4) months
(ii)	between 50% to 75%	Three (3) months
(iii)	between 75% to 100%	Two (2) months

NOTE: If the licensee does not operate the license upto **50%** of the contract period then the party is liable to be debarred for **one (1) year** from the date of issuance of orders.

- d) Termination for Regulatory / Legislative or Supervisory Requirements:** If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise, then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAI.

- 12.** All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).
- 13.** AAI reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.
- 14.** AAI reserves right to reject any or all e-tender(s) in part or in full without assigning any reason.

***Note:** "By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws".

SPECIAL TERMS & CONDITIONS

A. Snack Bar and Retail:-

1. Prospective bidders are requested to visit the site to assess the feasibility of business and thereafter may bid in the E-Tender. No reduction in license fee will be entertained by AAI at a later stage.
2. Product/Items should not be sold above MRP. Where MRP is not mentioned/ determined Rates are to be based on market condition and submitted to Airport Director. Any increase in subsequent years will be as per the discretion of AAI based on the market condition. Airport Director will be the Competent Authority in deciding the increase in prices. The item-wise rates are to be displayed clearly. Tariffs Rates: Intention of AAI is to provide quality services at the reasonable rate. The E-Tenderer is expected to maintain Tariff Rates comparable to those prevailing in the Town/City. Rate list should be submitted to AAI for record. The rates are to be prominently displayed in the premises for Customers.
3. On allotment, party has to do all interior works and exterior partition including lockable gate with the specification approved by Airport Director. No permission will be granted to remove the structure/fixture which will damage or change the structure/status of place unworkable.
4. Licensee shall be responsible for all safety & security of his premises. Authority shall not be responsible for any claim for users/employee etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claims if any. Prior approval of AAI is required to be obtained for any structure to be erected.
5. No alteration and addition are to be made in the premises without prior and written permission of the Authority. The licensee shall not modify/alter any permanent electrical facilities/fittings in Premises.
6. The agency shall keep the premises clean and tidy condition and open to inspection to the satisfaction of Airport Director or his representative. Party shall abide by all other statutory and government regulation.
7. The licensee shall comply with all applicable laws, ordinance, Rules & Regulations prescribed in Contract Labour Act 1970, EPF Act 1952, ESI Act 1948; Payment of Wages Act 1936, and Minimum Wages Act 1948 and Workman Compensation Act 1923 in respect of this contract and shall pay at his own cost all charges in connection therewith.
8. The Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quality, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
9. The selected bidder shall have no claim for monopoly and the Authority shall be at liberty to permit/provide catering/snack bar facilities at other areas in Terminal Building or Outside the Airport area as may be necessitated by demand or so desired by the Authority.
10. The Licensee shall decorate and furnish the concession space and front facia in a manner which will be approved by Airport Director of the authority and shall furnish/decorate the interior of the concession space at such time and in such manner as may be directed by the Airport Director at his/its cost. If the concession space is not furnished/ decorated as mentioned above then the AAI shall be entitled to furnish/ decorate the concession space and while doing so making a demand in respect of cost thereof, the Licensee shall pay the same within 10 days of such demand without raising any dispute.
11. The licensee shall not use any plastic cups/glasses which are banned. The licensee shall use cutlery and disposable items of high quality. The licensee shall take all steps in banning the

non-recyclable plastic and single use plastic in and around Airports premises paving the way for an environment-friendly Airport.

12. Licensee will be responsible for any damage or loss occurs due to any fault/failure (in any manner) in man/machine/other facilities used by the licensee for the said contract. The agency should not coerce the passengers insisting them in availing the Services. The services shall be purely optional which could be availed by the desirous/needy passengers only.
13. The quality of the service of the concession should be of high standard and equivalent to or better than the same at contemporary Airports/ three star hotels/ malls/ corporate canteen etc.
14. Agency shall be solely responsible for any claim and/or liability out of the above activities.
15. The agency should ensure that the facility is kept open during flight timings. Sufficient staff should be provided to run the business. They should interact in a friendly/courteous manner with their customers/passengers.
16. AAI officials may inspect the allotted premises and verify the billing etc. at any time. The agency shall make arrangements to keep necessary equipment in the said facility to run the business smoothly.
17. No modification/renovation/erection work should be carried out without prior approval of Airport Director.
18. AAI shall impose penalty if the licensee violates the conditions regarding sale of items, violation of MRP and resorts to any additional item. Any sale of unauthorised items by the Licensee shall be considered seriously and AAI shall impose penalty for selling unauthorised items or for unsatisfactory performance. Also AAI may take action against the Licensee for termination of the Licence forthwith.
19. The following penalties will be imposed, against the irregularities, to the licensee or staff of licensee; However, the Airport Director has the power to decide the quantum of penalty or any change thereof;

Sl.No.	Description of irregularities	Maximum Penalty
1	Staff not in uniform/without ID card	Rs.100/- per instance
2	Misbehavior by the staff	Rs.500/ per instance
3	Using mobile phones for taking photos in the terminal building/air side by staff on duty	Rs.100/ per instance
4	Using AAI's properties like Trolleys, Chairs etc	Rs.200/ per instance
5	Closing the facility without intimation during pax Movement	Rs.500/ per instance
6	Selling items/services other than specified	Rs.500/ per instance
7	Overcharging	Rs.500/ per instance

20. The licensee shall not unless with the written consent as aforesaid assign or transfer the licence or any part thereof.
21. The licensee should abide by all the terms and conditions and Rules and Regulations of AAI as may be enforced from time to time.
22. A complaint register shall be kept at the counter, which shall be made available to the public on demand to record their complaints/suggestions.

23. Only space is allotted for the said business in said area within which the agency has to make their own arrangements for their business. Any aerial/ground occupation in addition to area needs prior approval of Airport Director. If allotted, is chargeable in pro-rata basis.
The prospective licensee should display his name prominently without damaging AAI structure. He should also display the franchisees approval in the premises. Further, display of any advertisement shall not be permitted in the earmarked area; however AAI reserves the right to display advertisement. The prospective Licensee shall be allowed to put their logo or name of the Agency in the facia of the Counter, which shall not be more than 12 sq ft. in any case.
24. (AAI) Authority shall not be responsible for any legal cases that arise due to health hazard and other issues on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
25. The licensee shall obey the various Central and State Govt. Labour Laws in force time to time. Any clearance/permission/licence (such as food license, etc) shall be obtained by the licensee from the Govt. agencies/local authority etc. for running the subject facility before commencement of the service. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.
26. The successful bidder shall set up and maintain the concession facility as per international standards and matching with the aesthetics of the Airport, at their own cost. The plan and design shall be got approved from the Airport Director in advance before setting up the concession facility.
27. The interior and the colour scheme should match with the ambience/aesthetic of airport premises, before erection/construction of the shop, the same should got approved from the Airport Director.
28. The furniture to be used by the concessionaire shall be aesthetically pleasing and matching with the interior/décor of the Airport and the same should be got approved from the Airport Director.
29. Structure/Partition should be made fire retardant material. The licensee shall employ well groomed persons with pleasing personality and communication skills. They will display utmost courtesy towards the customers. The employees while on duty at airport should be in the uniform provided by the licensee at the licensee's cost and should wear the identity cards along with name badges.
30. AAI will not be responsible for any monetary loss due to poor business etc. and no request for reduction of licence fee will be accepted.
31. Storing of material above the false ceiling is prohibited. Storing of liquid fuel of any type is strictly prohibited. All relevant fire norms of AAI/State/Local authority is applicable and the licensee has to abide such rules.
32. The above special terms and conditions shall form part of agreement.

B. PASSENGER BAGGAGE TROLLEY

1. The Authority shall initially supply 50 nos. of Passenger Baggage Trolleys to the Licensee in serviceable condition. The licensee shall ensure availability of trolleys at the airport on a 24/7 x 365 day basis.
2. Ensure usage of Free Baggage Trolleys by the passengers for carrying their luggage/goods only and retrieve and position them in the specified areas of Arrival/Departure, Inside/Outside the Terminal Building.
3. AAI, at its discretion, may increase number of trollies based upon operational requirements and for passenger facilitation and it shall be obligatory on the part of the licensee to take over

such additional trollies and shall ensure proper retrieval, positioning along with clean/upkeep of said additional trollies in addition to the existing trollies.

4. The Licensee shall promptly handover the defective trolleys to the technical department/Airport In-charge, AAI and no rebate will be entertained on the grounds of trollies in unserviceable condition in possession of the licensee.
5. The contract can be terminated by AAI in case of unsatisfactory performance and in such a scenario a notice of dis-satisfaction will be issued to the licensee for which reply is to be received within 30 days therefrom.
6. In case there is no improvement to the satisfaction of AAI, a 30 days' notice of termination of concession is to be issued to the licensee.
7. In the meantime, if required, Airport Director/Airport Incharge can provide the facility either through expenditure contract or inviting short term quotation before initiating the proper tender procedure.
8. No advertisement on Passenger Baggage Trolleys shall be permissible. If the agency found to advertise on trolleys, it shall be termed as breach of contract and AAI has right to penalized the agency. In case of repeated offence, AAI reserve the right to terminate the contract without any prior notice.
9. Evaluation of the performance of the licensee will be based on parameters: Timely rendering of services, Quality of works/services, Compliance with statutory requirements, Safety consciousness, Maintenance of staff in proper uniform;
10. Contract termination can be initiated due to either of, but not limited to, the following reasons:
 - Non-payment of penalties for 2 or more months;
 - or more licensee infractions and/or penalties for 2 or more months;
11. On expiry or termination of the contract, the licensee shall be responsible for handing over of all the trolleys back to AAI in serviceable conditions.
12. All the trollies shall remain the properties of AAI and on the expiry or termination of the contract, the licensee shall have to ensure to hand over all the trollies back to AAI in serviceable conditions. The cost of any shortfall or damages shall be recoverable from the licensee.
13. Penalties
 - Provision of porter services by manpower of licensee is strictly prohibited and beyond the scope of this license. In case, it is found that porter services are being provided by the manpower of licensee, a penalty of Rs. 2,000/- in the first instance, and Rs. 5,000/- on subsequent instance(s) shall be levied by the Terminal Manager. AAI is entitled to terminate the license if such violation occurs quite often.
 - The penalties will also be imposed on following violation by the licensee:

S.No.	Description of Irregularities	Penalty
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i)	Non deployment of sufficient manpower	Rs.2,000/- per violation
ii)	Non availability of sufficient number of trollies at designated places	Rs.1,000/- per violation
iii)	Non-retrieval of trollies/trollies found scattered and lying here and there	Rs.1,000/- per violation
iv)	Trolley(ies) being used for any other purpose other than the intended purposes	Rs.1,000/- per violation
iv)	Trolley(ies) found uncleaned/dirty	Rs.500/- per violation
vi)	Staff not in uniform/without ID Card	Rs.500/- per violation per staff
vii)	Misbehaviour of the staff with passenger(s) or any employee(s) of AAI/other agencies at the airport.	Rs.500 per violation
viii)	Found any Advertisement on Passenger Baggage Trolleys	Rs.200 per violation

14. For the purpose of operation of trolley, Airport Authority of India shall issue entry passes to the personnel of the licensee, as per BCAS norms. AAI shall have the right to withdraw such passes issued to such personnel whose behavior is found or reported to be bad.
15. In case, any employee of the licensee is found engaged in doing any other work which is not relevant to the scope of this license, his/her entry permit shall be confiscated and cancelled. The licensee shall dispense with his/her services forthwith and arrange for suitable replacement immediately.
16. In case, any trolley is missing or damaged beyond repair due to negligence/mishandling, the cost of such trolley shall be recovered from the licensee.
17. Technical & Operation Department, AAI at one side and the licensee on the other, will ensure minimum availability of 90% of serviceable trollies for passenger facilitation.
18. The licensee shall ensure that the trollies are cleaned and in a presentable manner, free from dust accumulation, stickers and grease.
19. Licensee shall maintain the trollies in the proper manner to avoid damaged to the trollies. If any trollies become unserviceable, the same should be reported to the Airport Director / Terminal Manager immediately with proper justification in writing for cause of un-serviceability of trollies.
20. A register is to be kept with the Duty Terminal Manager, AAI in which the defects are to be recorded on weekly basis by the licensee. Status in respect of serviceable trollies available for

passengers is also to be recorded. The defective trolley(ies) shall be handed over to the Technical Department of AAI and it should be recorded in the register with no. of such trolley and date.

21. Technical Department of AAI has to ensure proper maintenance and upkeep of trollies through an AMC contractor.
22. AAI and the license both will ensure minimum availability of 90% of serviceable trollies for passenger facilitation.
23. The licensee shall ensure deployment of minimum number of trollies at predefined locations at all time as mentioned in the "Trolley Deployment Plan".
24. The licensee shall ensure that scattered trollies are collected from all the areas in and around the Terminal Building, Kerb side, Vehicle Park, basement etc. and re-distributed in accordance with the trolley deployment plan.
25. The licensee shall ensure that trolley movement is done in a discreet and organized manner without inconveniencing the passenger movement or airport processes.
26. The licensee shall engage and deploy sufficient numbers of skilled and experienced personnel for the execution and performance of Operation and Maintenance Services which include retrieval, positioning and daily upkeep/cleaning of trollies, either through itself or through third party or outsourcing of manpower and it shall also be over all responsibility of the licensee that the personnel are:
 - Skilled, trained and experienced;
 - Properly dressed in clean uniform clearly depicting that the service is free and identity cards for all seasons which shall be finalized/approved in consultation with AAI. Minimum two sets of uniform shall be provided to the workers and entire expense for the same shall be borne by the licensee;
 - Physically fit and for the intended purpose and have fulfilled the BCAS AEP requirement. Medical fitness certificates approved by certified doctors should be submitted to AAI;
 - Imparted training of supervisory once per quarter and the licensee has to share training plan in advance.
27. The licensee will solely be responsible for service conditions (including minimum wages, bonus, PF, ESI, Insurance and other statutory compliances etc. as per prevailing laws of the land) of workmen employed by it for the purpose of carrying out the functions under the contract.

28. There will be no direct employee-employer relation between AAI and the workmen of the licensee.
29. In case any damage/loss is caused to any property of AAI or that of the passenger(s) by the workers of the licensee, then the licensee shall be liable to make good of the said loss/damage at its own cost and AAI shall not be responsible for the same.

C. VEHICLE PARKING MANAGEMENT

- 1) The Licensee may regulate the parking of vehicles at the Vehicle Park area at Adampur Airport and charge parking fee at the following rates:-

General Parking Rates:-

As indicated in Schedule of parking tariff.

- The rates of parking fees are inclusive of components of GST. Accordingly, these shall remain the parking charges applicable to the end users. However, the onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for car parking charges shall rest with the licensee.
- 2) The Licensee shall provide computerized billing system as far as possible.
 - 3) **The billing system should have built in provision to share the invoicing details with AAI on real time basis. There will not be any free time concept from entry to exit for Vehicles going to pick/drop at Arrival/Departure. No parking charges to be levied for all vehicles entering the airport for pickup/dropping of passengers or visitors, only the vehicle specifically using the vehicle park area shall be charged.**
 - 4) Placement of traffic marshals on approach road as well as exit road, so as to ensure no vehicle is parked there. Non-complying vehicles, parked anywhere other than designated vehicle parking, or over-staying in pick/drop lane, creating congestion, shall be clamped (wheel clamp) or towed away as the situation calls for, and released upon payment of fine. Fine will be levied as specified in the circular issued by Ops. Dte. From time to time.
 - 5) Issuance of Challan and collection of fine shall be done by licensee on behalf of AAI. Airport's address, AAI's logo and Authorized Signatory (Airport Manager/Terminal Manager etc.) should be clearly printed on the Challan. Daily record of number of challans issued and amount of fine collected shall be submitted at office of Duty Terminal Manager and a weekly report to be submitted to commercial in-charge. The proceeds from fine collection shall be deposited by the licensee, to AAI's account on daily basis. The licensee will get an amount of Rs.100 from each fine collected.
 - 6) The licensee shall use the area allotted for the bonafide purposes as provided in the Agreement more particularly described in the attached schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various airlines and concessionaires using the airport and for no other purpose.
 - 7) The Licensee shall install Boom Barrier. RFID cards shall be provided separately by contractor to users as per requirement as and when required / Implemented - once in a time user, monthly passes for daily users, employees and VIPS.

- 8) Licensee shall not erect or display any advertisement, hoardings, banners or sign boards, or undertake any modification/construction plan at the allotted space. Any specific requirement needs to be approved by Airport Directors/Airport Incharge.
- 9) The licensee shall make their own arrangements for printing and issuing of vehicle park tickets alongwith counter foil of various denominations as per ticket pattern approved by AAI. No advertisement is permitted on front or backside of the ticket without the specific approval of the Authority.
- 10) The Airport Director/Airport Incharge will approve the design and location of the temporary structure/permanent structure required by the Licensee for dispensing the tickets for parking and other establishment requirement of the Licensee for running the facility.
- 11) The licensee shall submit necessary reports with regard to trend of vehicles parking as well as collection, etc. as and when desired by AAI in the required format.
- 12) The licensee shall have adequate provision to check and carry out thorough security screening of all cars entering into the vehicle park with necessary equipments/gadgets like inverted mirror with adequate trained manpower at the entry gates of the vehicle park before the cars enter the area and ensure security requirement. The licensee shall also deploy adequate number of uniformed security personnel within the vehicle park area to ensure that the cars are parked in orderly manner in the designated parking lanes and to assist the passengers/public for easy parking and removal of cars from the vehicle park.
- 13) The fact that the Vehicle park cannot be operated for sometime because of strikes, lock out by any airlines/agencies or any other reason shall not render the agreement null and void and Authority shall not be liable for any compensation.
- 14) The security/custody of vehicles in the vehicle parking area will be sole responsibility of the licensee. The licensee shall take all necessary precautions for the safety of the vehicles. Any claims arising out of the neglect of the licensee shall be borne by the licensee.
- 15) The licensee shall maintain proper cleanliness in the vehicle park area. All expenditure on account of maintaining proper cleanliness shall be borne by the licensee.
- 16) The AAI shall be free to put up any hoardings or other advertisement material in the vehicle park area or provide any other facility in the area. Any Income arising out of such facilities shall belong to the Authority and the licensee shall not have any right of share.
- 17) The licensee shall follow the instructions about efficient Management of vehicle parks. Any expenses incurred on maintenance of accounts etc. shall be borne by the licensee.
- 18) Two set of uniforms as per the specifications to be approved by AAI shall be provided by the contractor to his workers/supervisors at his own cost. He will also ensure that these are worn by the employees while on duty and kept to tidy condition along with name plate indicating their name conspicuously.
- 19) The Authority shall have right to demand and inspect the accounts of the licensee relating to management of vehicle parks and licensee shall furnish to the Authority such information and books as may be demanded by the Authority from time to time.

- 20) The APD/Airport Incharge will have the powers to decide the quantum of penalty based on the report/recommendations of 3 officers of the station wherein one of the officer will compulsorily be the Incharge of the Commercial Department of the airport.
- 21) Schedule of Parking Tariff is attached as Annexure-A of Appendix 2.
22. Permissible time taken by vehicle from approach road entry to pick/drop lane or from lane exit to airport exit: This will be fixed in coordination with AAI and form SLA Target and performance evaluation parameter, this time will be calculated based upon the length of road, time can be calculated by station considering time taken by a vehicle during peak hours at a speed of 15 Km/ Hr.
23. Permissible time taken by vehicle from lane entry to exit: This will be fixed in coordination with AAI and form SLA Target and performance evaluation parameter, this time will be calculated based upon length of lane and considering dwell time of three minutes and movement from entry to exit at speed of 10 Km/ Hr.
24. Placement of traffic marshals on pick/drop lane, so as to minimize congestion, and ensure that no vehicle overstays reasonable time on pick/drop lane (taking dwell time of say 3 minutes i.e. time taken to pick-up/drop the passenger and load/unload the luggage).

(SIGNATURE OF LICENSEE)

Draft License Agreement

Photo of
the
licensee

SUBJECT: Grant of License for _____ at _____ AIRPORT.

THIS CONCESSION / LICENCE AGREEMENT ("Agreement") made and executed at _____ on this _____ day of _____ Two Thousand Twenty _____ by and between:

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority (Act 55 of 1994) and having its Corporate Office at New Delhi and branch office at _____ Airport, represented by Airport Director, _____ Airport, _____, hereinafter called the "Authority" (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

and

_____, a Proprietorship Firm / Partnership Firm / LLP / Company incorporated under the Company Act 2013, represented by _____ and having its registered office at _____ (hereinafter called the "Concessionaire/Licensee" (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in 'Law' to grant license at its..... Airport for the purpose of so as to provide amenities and facilities to the passengers and visitors at..... airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to the Authority on the terms & conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of **one (1) Year** a from ** to....., **and further extendable upto one more year** unless terminated earlier on account of following;
 - a) By giving **thirty (30) days** of notice in writing without assigning any reason.
 - b) Terminated by AAI on a short notice on account of unsatisfactory performance.

- b) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution (to be read along with Annexure - P).
*The commencement of license fee will be co-terminus with the date of start of flight operation at New Terminal building, Adampur Airport. The period of the license shall be reckoned from the License fee commencement date".

Notwithstanding anything contained in this agreement, parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI / Government of India, then the Authority shall have the right to assign / novate / alter this Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment / novation / alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment / novation / alteration and the rights and obligations of Authority under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment / novation / alteration as and when need arise.

2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before **25th day** of English calendar month as under:

Year	Amount of Monthly License Fee
Upto 1 ½ Year	_____ + GST applicable on time
After 1 ½ Year	_____ + GST applicable on time
After 2 ½ Year	_____ + GST applicable on time

3. **Rate of Escalation:** The quoted licence fee / MMG is subject to annual escalation as per following: -

- a) License Fee shall be subject to annual escalation of **10%**.
- b) The first annual escalation will be applicable after completion of **01 (one) year + 06 (six) months** license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIET, for the purpose of calculation of date on which **18 (eighteen) months** of license are completed (date on which first escalation is applied), shall be deemed from next day of expiry of gestation period stipulated in NIET.
4. AAI shall raise bill on or before **10th** of every month. The licensee has to make the payment of Licence Fee etc. by **25th** of the same month, failing which interest on delayed payment at the rate of **9%** per annum shall be charged from the due date for delay period of upto **thirty (30) days** and if delay is for more than **thirty (30) days**, then

interest at the rate of **18%** per annum shall be charged from the due date, for the entire delay period.

5. That in addition to the above said license fee, Licensee is also liable to pay Rs.1000/- Per Sqm Per Month towards AC space rent (if applicable) and Rs.670/- Per Sqm Per Month towards Non-AC space rent (if applicable) for counter space allotted. The Licensee is also liable to pay utility / Facilitation charges **@10%** of AAI notified normal space rent. Such charges shall be paid within the date(s) specified in the bill(s). The space rent is subject to **7.5%** compound annual escalation then rounded off nearest to Rs.10/- every year wef 1st April of 2025 or as may be decided by AAI from time to time.
6. That in addition to the above said licence fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
8. That the Licensee shall make payment of license fee etc. either by demand drafts drawn on local banks or through RTGS/NEFT. No local / outstation cheque shall be accepted towards payment of license fee, other charges etc.
9. That the licensee shall deposit a sum of Rs...../- (Rupees..... only) i.e. an amount equal to _____ months of license (based on _____ year license fee) fee as Security Deposit in the form of Demand Draft / Pay order / RTGS / NEFT/ Bank Guarantee from a Nationalized / Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Airports Authority of India..... Airport. Bank Guarantee should be valid for the entire period of license **plus six (6) months**.
 - (i) In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
 - (ii) In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 07 (seven) days to the Licensee, by set off and

apply any or all amount at any time held with AAI as security deposit or Bank Guarantee or any other amount as part of this contract or from any other expired / closed / terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

Explanation 1: For the purpose of this agreement, set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG / SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport / airport premises.

Explanation 2: Outstanding dues shall mean and include any amount accrued / due against the licensee under this or any other agreement at any of AAI airport or airport premises.

10. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to **5%** of annual licence / concession value for the **last year** subject to minimum deposit of **Rs. 10,000/-** and a maximum deposit of **Rs.10 lakhs**. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
11. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
12. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
13. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
14. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
15. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
16. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
17. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The

entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

18. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
19. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
20. The licensee must necessarily operate the contract for minimum **50%** of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum period of **one (1) year**.
21. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false / wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for **three (3) years** for participation in AAI tender. However, in case the licence is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving **thirty (30) days' notice** in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving **thirty (30) days' notice** in writing without assigning any reason thereto.
23. Exit Clause in this contract shall be as follows: -

A. Normal termination: -

The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

B. Termination for cause: -

If the party or AAI has invoked the internal dispute resolution **mechanism** (to be read along with Annexure - P) clause and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for four (4) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

C. Termination for convenience: -

Either party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within **50%** of the license period or the party has not served the requisite notice of **thirty (30) days**, for surrender of license/concession after completion of **50%** licence period, then the Security Deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee to be forfeited (in months)
(i)	Before 50% of contract period	Four (4) months
(ii)	between 50% to 75%	Three (3) months
(iii)	between 75% to 100%	Two (2) months

NOTE: If the licensee does not operate the license upto **50%** of the contract period then the party is liable to be debarred for **one (1) year** from the date of issuance of orders.

D. Termination for regulatory / legislative or supervisory requirements: If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deem to be closed from the date of such enactment. No compensation is payable by AAI.

24. Exponential penalty on licensees @ double the licence fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.
25. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
26. Acceptance of award letter No..... dated and NIET conditions shall form part and parcel of the license agreement.
27. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in Appendix '1, 2, 3 & 4' respectively annexed hereto.

SIGNED BY _____,	
FOR AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA, IN THE PRESENCE OF:	
Witnesses	

1.	
2.	

SIGNED BY _____, FOR AND ON BEHALF OF _____, IN THE PRESENCE OF:	
Witnesses	
1.	
2.	

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the licensee as follows:

- (1) The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- (2) The Licensee paying the licence fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- (3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
 - a. **The period of notice given under this Agreement will count from the date of receipt of notice by either side.**
- (4) Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
- (5)
 - (a) The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
 - (b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
- (6) The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.
- (7)
 - (a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.
 - (b) The Authority shall not be responsible in any way for loss or damage by any

means causes to the licensee's stock or property.

- (8) The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises are not maintained in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of **Rs.1,000/-** per day for each default up to **07 (seven) days** & thereafter **Rs.2,000/-** per day and can take other actions including termination of the licence.
- (9) The licensee shall comply with the requirements of all standard health clauses including those given below:
- a. The Airport Health Officer / Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.
 - b. All instructions given by the Airport Health Officer / Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - c. The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.
- (10) The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all

servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

- (11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO² fire extinguisher in the licensed premises at his cost before commencement of business.
- (b) No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
- (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the licence.
- (14) (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
- (b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
- (c) The licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
- (15) In the case of such breach of the terms of this licence as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee up to the limit of the Security deposit of the licensee. The decision of the Authority in this respect will be final and binding on the licensee.

- (16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- (17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such case controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.
- (18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
- (19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- (20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.
- (21) If because of any strike or lock-out in the Airport or in any airline, the licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the licence fee due to ban on visitor entry at the airport, natural calamities and declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
- (22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
- (23) The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or

change the locking device on the said outer door of the shop.

(24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the licence or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.

(25) On expiry of the licence period or on termination of the licence by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within **ten (10) days**, Authority shall be at liberty to dispose-off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

After the contract expires, the concessionaire shall stop business and shall be given a maximum of **seven (7) days** to vacate the premises (after settlement of dues). The onus of clearing all the dues and vacating the premises within **seven (7) days** lies on the licensee. If the agency fails to vacate the premises within **seven (7) days** of expiry of contract, twice of normal notified space rent of that area shall be charged from date of expiry to the date of vacation.

If agency fails to vacate even after **fifteen (15) days**, the agency ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available SD along with outstanding dues if any. Taking over document has to be signed after clearance of premises by the concessionaire.

(26) The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s) / land / garden / tank / premises to or in favour of the licensee but shall be construed to be only as a licence in terms and conditions herein contained.

(27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.

(28) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.

(29) All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Mechanism setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In

case the dispute is not resolved within the specified period, then the case shall be referred to the sole arbitrator (refer Annex O; Dispute Resolution).

Before making a reference through Dispute Resolution Mechanism (to be read with Annexure-O), the licensee will have to first deposit** 50% of the disputed amount in the form of BG (additional Bank Guarantee with validity of minimum two (2) years from the date of making reference to DISPUTE RESOLUTION MECHANISM, and further extendable) / DD / PO / NEFT with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman / Member / RED of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed amount in the form of BG (additional Bank Guarantee with validity of minimum two (2) years from the date of making such reference, and further extendable) / DD / PO / RTGS / NEFT with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

During the arbitral and Dispute resolution (to be read along with Annexure-O) proceedings, the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements.

*****The condition of first depositing 50% of the disputed amount in the form of BG shall not be applicable in case of making reference to Mediation. However, the same shall be applicable if the party does not agree with the award of mediation and moves to Arbitration stage.***

- (30) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
- (31) In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.

(SIGNATURE OF LICENSEE)

SPECIAL TERMS & CONDITIONS

A. Snack Bar and Retail:-

1. Prospective bidders are requested to visit the site to assess the feasibility of business and thereafter may bid in the E-Tender. No reduction in license fee will be entertained by AAI at a later stage.
2. Product/Items should not be sold above MRP. Where MRP is not mentioned/ determined Rates are to be based on market condition and submitted to Airport Director. Any increase in subsequent years will be as per the discretion of AAI based on the market condition. Airport Director will be the Competent Authority in deciding the increase in prices. The item-wise rates are to be displayed clearly. Tariffs Rates: Intention of AAI is to provide quality services at the reasonable rate. The E-Tenderer is expected to maintain Tariff Rates comparable to those prevailing in the Town/City. Rate list should be submitted to AAI for record. The rates are to be prominently displayed in the premises for Customers.
3. On allotment, party has to do all interior works and exterior partition including lockable gate with the specification approved by Airport Director. No permission will be granted to remove the structure/fixture which will damage or change the structure/status of place unworkable.
4. Licensee shall be responsible for all safety & security of his premises. Authority shall not be responsible for any claim for users/employee etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claims if any. Prior approval of AAI is required to be obtained for any structure to be erected.
5. No alteration and addition are to be made in the premises without prior and written permission of the Authority. The licensee shall not modify/alter any permanent electrical facilities/fittings in Premises.
6. The agency shall keep the premises clean and tidy condition and open to inspection to the satisfaction of Airport Director or his representative. Party shall abide by all other statutory and government regulation.
7. The licensee shall comply with all applicable laws, ordinance, Rules & Regulations prescribed in Contract Labour Act 1970, EPF Act 1952, ESI Act 1948; Payment of Wages Act 1936, and Minimum Wages Act 1948 and Workman Compensation Act 1923 in respect of this contract and shall pay at his own cost all charges in connection therewith.
8. The Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quality, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.

9. The selected bidder shall have no claim for monopoly and the Authority shall be at liberty to permit/provide catering/snack bar facilities at other areas in Terminal Building or Outside the Airport area as may be necessitated by demand or so desired by the Authority.
10. The Licensee shall decorate and furnish the concession space and front facia in a manner which will be approved by Airport Director of the authority and shall furnish/decorate the interior of the concession space at such time and in such manner as may be directed by the Airport Director at his/its cost. If the concession space is not furnished/ decorated as mentioned above then the AAI shall be entitled to furnish/ decorate the concession space and while doing so making a demand in respect of cost thereof, the Licensee shall pay the same within 10 days of such demand without raising any dispute.
11. The licensee shall not use any plastic cups/glasses which are banned. The licensee shall use cutlery and disposable items of high quality. The licensee shall take all steps in banning the non-recyclable plastic and single use plastic in and around Airports premises paving the way for an environment-friendly Airport.
12. Licensee will be responsible for any damage or loss occurs due to any fault/failure (in any manner) in man/machine/other facilities used by the licensee for the said contract. The agency should not coerce the passengers insisting them in availing the Services. The services shall be purely optional which could be availed by the desirous/needy passengers only.
13. The quality of the service of the concession should be of high standard and equivalent to or better than the same at contemporary Airports/ three star hotels/ malls/ corporate canteen etc.
14. Agency shall be solely responsible for any claim and/or liability out of the above activities.
15. The agency should ensure that the facility is kept open during flight timings. Sufficient staff should be provided to run the business. They should interact in a friendly/courteous manner with their customers/passengers.
16. AAI officials may inspect the allotted premises and verify the billing etc. at any time. The agency shall make arrangements to keep necessary equipment in the said facility to run the business smoothly.
17. No modification/renovation/erection work should be carried out without prior approval of Airport Director.
18. AAI shall impose penalty if the licensee violates the conditions regarding sale of items, violation of MRP and resorts to any additional item. Any sale of unauthorised items by the Licensee shall be considered seriously and AAI shall impose penalty for selling unauthorised items or for unsatisfactory performance. Also AAI may take action against the Licensee for termination of the Licence forthwith.
19. The following penalties will be imposed, against the irregularities, to the licensee or staff of licensee; However, the Airport Director has the power to decide the quantum of penalty or any change thereof;

Sl.No.	Description of irregularities	Maximum Penalty
1	Staff not in uniform/without ID card	Rs.100/- per instance
2	Misbehavior by the staff	Rs.500/ per instance
3	Using mobile phones for taking photos in the terminal building/air side by staff on duty	Rs.100/ per instance
4	Using AAI's properties like Trolleys, Chairs etc	Rs.200/ per instance
5	Closing the facility without intimation during pax Movement	Rs.500/ per instance
6	Selling items/services other than specified	Rs.500/ per instance
7	Overcharging	Rs.500/ per instance

20. The licensee shall not unless with the written consent as aforesaid assign or transfer the licence or any part thereof.
21. The licensee should abide by all the terms and conditions and Rules and Regulations of AAI as may be enforced from time to time.
22. A complaint register shall be kept at the counter, which shall be made available to the public on demand to record their complaints/suggestions.
23. Only space is allotted for the said business in said area within which the agency has to make their own arrangements for their business. Any aerial/ground occupation in addition to area needs prior approval of Airport Director. If allotted, is chargeable in pro-rata basis.
24. The prospective licensee should display his name prominently without damaging AAI structure. He should also display the franchisees approval in the premises. Further, display of any advertisement shall not be permitted in the earmarked area; however AAI reserves the right to display advertisement. The prospective Licensee shall be allowed to put their logo or name of the Agency in the facia of the Counter, which shall not be more than 12 sq ft. in any case.
25. (AAI) Authority shall not be responsible for any legal cases that arise due to health hazard and other issues on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
26. The licensee shall obey the various Central and State Govt. Labour Laws in force time to time. Any clearance/permission/licence (such as food license, etc) shall be obtained by the licensee from the Govt. agencies/local authority etc. for running the subject facility before commencement of the service. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.
27. The successful bidder shall set up and maintain the concession facility as per international standards and matching with the aesthetics of the Airport, at their own cost. The plan and

design shall be got approved from the Airport Director in advance before setting up the concession facility.

28. The interior and the colour scheme should match with the ambience/aesthetic of airport premises, before erection/construction of the shop, the same should got approved from the Airport Director.
29. The furniture to be used by the concessionaire shall be aesthetically pleasing and matching with the interior/décor of the Airport and the same should be got approved from the Airport Director.
30. Structure/Partition should be made fire retardant material. The licensee shall employ well groomed persons with pleasing personality and communication skills. They will display utmost courtesy towards the customers. The employees while on duty at airport should be in the uniform provided by the licensee at the licensee's cost and should wear the identity cards along with name badges.
31. AAI will not be responsible for any monetary loss due to poor business etc. and no request for reduction of licence fee will be accepted.
32. Storing of material above the false ceiling is prohibited. Storing of liquid fuel of any type is strictly prohibited. All relevant fire norms of AAI/State/Local authority is applicable and the licensee has to abide such rules.
33. The above special terms and conditions shall form part of agreement.

B. PASSENGER BAGGAGE TROLLEY

1. The Authority shall initially supply **25 nos.** of Passenger Baggage Trolleys to the Licensee in serviceable condition. The licensee shall ensure availability of trolleys at the airport on a 24/7 x 365 day basis.
2. Ensure usage of Free Baggage Trolleys by the passengers for carrying their luggage/goods only and retrieve and position them in the specified areas of Arrival/Departure, Inside/Outside the Terminal Building.
3. AAI, at its discretion, may increase number of trollies based upon operational requirements and for passenger facilitation and it shall be obligatory on the part of the licensee to take over such additional trollies and shall ensure proper retrieval, positioning along with clean/upkeep of said additional trollies in addition to the existing trollies.
4. The Licensee shall promptly handover the defective trolleys to the technical department/Airport Incharge, AAI and no rebate will be entertained on the grounds of trollies in unserviceable condition in possession of the licensee.
5. The contract can be terminated by AAI in case of unsatisfactory performance and in such a scenario a notice of dis-satisfaction will be issued to the licensee for which reply is to be received within 30 days therefrom.

6. In case there is no improvement to the satisfaction of AAI, a 30 days' notice of termination of concession is to be issued to the licensee.
7. In the meantime, if required, Airport Director/Airport Incharge can provide the facility either through expenditure contract or inviting short term quotation before initiating the proper tender procedure.
8. Space for Advertisement on Trolleys:
 - Trolleys to be supplied by AAI, will have space (not exceeding 6 sqft each) for the purpose of displaying advertisement, in any direction, on trolley. Designing/Fabrication and installation of the Display Boards and advertisement thereon shall be arranged by the licensee at its own cost to offer a pleasing ambience standard to Airport. The material used by the licensee should be such that it enhances the aesthetic of the trolleys.
 - All display/signage should be of standard/uniform shape and size for all trolleys and has to be approved by AAI.
 - Objectionable material display will not be permitted. AAI also reserves the right to not allow any advertisement of certain commodities/products.
9. Evaluation of the performance of the licensee will be based on parameters: Timely rendering of services, Quality of works/services, Compliance with statutory requirements, Safety consciousness, Maintenance of staff in proper uniform;
10. Contract termination can be initiated due to either of, but not limited to, the following reasons:
 - Non-payment of penalties for 2 or more months;
 - or more licensee infractions and/or penalties for 2 or more months;
11. On expiry or termination of the contract, the licensee shall be responsible for handing over of all the trolleys back to AAI in serviceable conditions.
12. **All the trollies shall remain the properties of AAI and on the expiry or termination of the contract, the licensee shall have to ensure to hand over all the trollies back to AAI in serviceable conditions. The cost of any shortfall or damages shall be recoverable from the licensee.**

13. Penalties

- Provision of porter services by manpower of licensee is strictly prohibited and beyond the scope of this license. In case, it is found that porter services are being provided by the manpower of licensee, a penalty of Rs. 2,000/- in the first instance, and Rs. 5,000/- on subsequent instance(s) shall be levied by the Terminal Manager. AAI is entitled to terminate the license if such violation occurs quite often.
- The penalties will also be imposed on following violation by the licensee:

S.No.	Description of Irregularities	Penalty
i)	Non deployment of sufficient manpower	Rs.2,000/- per violation
ii)	Non availability of sufficient number of trollies at designated places	Rs.1,000/- per violation
iii)	Non-retrieval of trollies/trollies found scattered and lying here and there	Rs.1,000/- per violation

iv)	Trolley(ies) being used for any other purpose other than the intended purposes	Rs.1,000/- per violation
iv)	Trolley(ies) found uncleaned/dirty	Rs.500/- per violation
vi)	Staff not in uniform/without ID Card	Rs.500/- per violation per staff
vii)	Misbehaviour of the staff with passenger(s) or any employee(s) of AAI/other agencies at the airport.	Rs.500 per violation
viii)	Found any Advertisement on Passenger Baggage Trolleys	Rs.200 per violation

14. For the purpose of operation of trolley, Airport Authority of India shall issue entry passes to the personnel of the licensee, as per BCAS norms. AAI shall have the right to withdraw such passes issued to such personnel whose behavior is found or reported to be bad.
15. In case, any employee of the licensee is found engaged in doing any other work which is not relevant to the scope of this license, his/her entry permit shall be confiscated and cancelled. The licensee shall dispense with his/her services forthwith and arrange for suitable replacement immediately.
16. In case, any trolley is missing or damaged beyond repair due to negligence/mishandling, the cost of such trolley shall be recovered from the licensee.
17. Technical & Operation Department, AAI at one side and the licensee on the other, will ensure minimum availability of 90% of serviceable trollies for passenger facilitation.
18. The licensee shall ensure that the trollies are cleaned and in a presentable manner, free from dust accumulation, stickers and grease.
19. Licensee shall maintain the trollies in the proper manner to avoid damaged to the trollies. If any trollies become unserviceable, the same should be reported to the Airport Director / Terminal Manager immediately with proper justification in writing for cause of un-serviceability of trollies.
20. A register is to be kept with the Duty Terminal Manager, AAI in which the defects are to be recorded on weekly basis by the licensee. Status in respect of serviceable trollies available for passengers is also to be recorded. The defective trolley(ies) shall be handed over to the Technical Department of AAI **and it should be recorded in the register with no. of such trolley and date.**
21. Technical Department of AAI has to ensure proper maintenance and upkeep of trollies through an AMC contractor.

22. **AAI and the license both will ensure minimum availability of 90% of serviceable trollies for passenger facilitation.**
23. The licensee shall ensure deployment of minimum number of trollies at predefined locations at all time as mentioned in the "Trolley Deployment Plan"
24. The licensee shall ensure that scattered trollies are collected from all the areas in and around the Terminal Building, Kerb side, Vehicle Park, basement etc. and re-distributed in accordance with the trolley deployment plan.
25. The licensee shall ensure that trolley movement is done in a discreet and organized manner without inconveniencing the passenger movement or airport processes.
26. The licensee shall engage and deploy sufficient numbers of skilled and experienced personnel for the execution and performance of Operation and Maintenance Services which include retrieval, positioning and daily upkeep/cleaning of trollies, either through itself or through third party or outsourcing of manpower and it shall also be over all responsibility of the licensee that the personnel are:
- Skilled, trained and experienced;
 - Properly dressed in clean uniform clearly depicting that the service is free and identity cards for all seasons which shall be finalized/approved in consultation with AAI. Minimum two sets of uniform shall be provided to the workers and entire expense for the same shall be borne by the licensee;
 - Physically fit and for the intended purpose and have fulfilled the BCAS AEP requirement. Medical fitness certificates approved by certified doctors should be submitted to AAI;
 - Imparted training of supervisory once per quarter and the licensee has to share training plan in advance.
27. The licensee will solely be responsible for service conditions (including minimum wages, bonus, PF, ESI, Insurance and other statutory compliances etc. as per prevailing laws of the land) of workmen employed by it for the purpose of carrying out the functions under the contract.
28. There will be no direct employee-employer relation between AAI and the workmen of the licensee.
29. In case any damage/loss is caused to any property of AAI or that of the passenger(s) by the workers of the licensee, then the licensee shall be liable to make good of the said loss/damage at its own cost and AAI shall not be responsible for the same.

C. VEHICLE PARKING MANAGEMENT

- 1) The Licensee may regulate the parking of vehicles at the Vehicle Park area at Adampur Airport and charge parking fee at the following rates:-

General Parking Rates:-

As indicated in Schedule of parking tariff.

- The rates of parking fees are inclusive of components of GST. Accordingly, these shall remain the parking charges applicable to the end users. However, the onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for car parking charges shall rest with the licensee.
- 2) The Licensee shall provide moderate automation including computerized billing system.
 - 3) **The billing system should have built in provision to share the invoicing details with AAI on real time basis. There will not be any free time concept from entry to exit for Vehicles going to pick/drop at Arrival/Departure. No parking charges to be levied for all vehicles entering the airport for pickup/dropping of passengers or visitors, only the vehicle specifically using the vehicle park area shall be charged.**
 - 4) Placement of traffic marshals on approach road as well as exit road, so as to ensure no vehicle is parked there. Non-complying vehicles, parked anywhere other than designated vehicle parking, or over-staying in pick/drop lane, creating congestion, shall be clamped (wheel clamp) or towed away as the situation calls for, and released upon payment of fine. Fine will be levied as specified in the circular issued by Ops. Dte. From time to time.
 - 5) Issuance of Challan and collection of fine shall be done by licensee on behalf of AAI. Airport's address, AAI's logo and Authorized Signatory (Airport Manager/Terminal Manager etc.) should be clearly printed on the Challan. Daily record of number of challans issued and amount of fine collected shall be submitted at office of Duty Terminal Manager and a weekly report to be submitted to commercial in-charge. The proceeds from fine collection shall be deposited by the licensee, to AAI's account on daily basis. The licensee will get an amount of Rs.100 from each fine collected.
 - 6) The licensee shall use the area allotted for the bonafide purposes as provided in the Agreement more particularly described in the attached schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various airlines and concessionaires using the airport and for no other purpose.
 - 7) The Licensee shall install Boom Barrier. RFID cards shall be provided separately by contractor to users as per requirement as and when required / Implemented - once in a time user, monthly passes for daily users, employees and VIPs.
 - 8) Licensee shall not erect or display any advertisement, hoardings, banners or sign boards, or undertake any modification/construction plan at the allotted space. Any specific requirement needs to be approved by Airport Directors/Airport Incharge.
 - 9) The licensee shall make their own arrangements for printing and issuing of vehicle park tickets alongwith counter foil of various denominations as per ticket pattern approved by AAI. No advertisement is permitted on front or backside of the ticket without the specific approval of the Authority.
 - 10) The Airport Director/Airport Incharge will approve the design and location of the temporary structure/permanent structure required by the Licensee for dispensing the tickets for parking and other establishment requirement of the Licensee for running the facility.
 - 11) The licensee shall submit necessary reports with regard to trend of vehicles parking as well as collection, etc. as and when desired by AAI in the required format.
 - 12) The licensee shall have adequate provision to check and carry out thorough security screening of all cars entering into the vehicle park with necessary equipments/gadgets like inverted mirror with

adequate trained manpower at the entry gates of the vehicle park before the cars enter the area and ensure security requirement. The licensee shall also deploy adequate number of uniformed security personnel within the vehicle park area to ensure that the cars are parked in orderly manner in the designated parking lanes and to assist the passengers/public for easy parking and removal of cars from the vehicle park.

- 13) The fact that the Vehicle park cannot be operated for sometime because of strikes, lock out by any airlines/agencies or any other reason shall not render the agreement null and void and Authority shall not be liable for any compensation.
- 14) The security/custody of vehicles in the vehicle parking area will be sole responsibility of the licensee. The licensee shall take all necessary precautions for the safety of the vehicles. Any claims arising out of the neglect of the licensee shall be borne by the licensee.
- 15) The licensee shall maintain proper cleanliness in the vehicle park area. All expenditure on account of maintaining proper cleanliness shall be borne by the licensee.
- 16) The AAI shall be free to put up any hoardings or other advertisement material in the vehicle park area or provide any other facility in the area. Any Income arising out of such facilities shall belong to the Authority and the licensee shall not have any right of share.
- 17) The licensee shall follow the instructions about efficient Management of vehicle parks. Any expenses incurred on maintenance of accounts etc. shall be borne by the licensee.
- 18) Two set of uniforms as per the specifications to be approved by AAI shall be provided by the contractor to his workers/supervisors at his own cost. He will also ensure that these are worn by the employees while on duty and kept to tidy condition along with name plate indicating their name conspicuously.
- 19) The Authority shall have right to demand and inspect the accounts of the licensee relating to management of vehicle parks and licensee shall furnish to the Authority such information and books as may be demanded by the Authority from time to time.
- 20) The APD/Airport Incharge will have the powers to decide the quantum of penalty based on the report/recommendations of 3 officers of the station wherein one of the officer will compulsorily be the Incharge of the Commercial Department of the airport.
- 21) Schedule of Parking Tariff is attached as Annexure-A of Appendix 2.
22. Permissible time taken by vehicle from approach road entry to pick/drop lane or from lane exit to airport exit: This will be fixed in coordination with AAI and form SLA Target and performance evaluation parameter, this time will be calculated based upon the length of road, time can be calculated by station considering time taken by a vehicle during peak hours at a speed of 15 Km/ Hr.
23. Permissible time taken by vehicle from lane entry to exit: This will be fixed in-coordination with AAI and form SLA Target and performance evaluation parameter, this time will be calculated based upon length of lane and considering dwell time of three minutes and movement from entry to exit at speed of 10 Km/ Hr.
24. Placement of traffic marshals on pick/drop lane, so as to minimize congestion, and ensure that no vehicle overstays reasonable time on pick/drop lane (taking dwell time of say 3 minutes i.e. time taken to pick-up/drop the passenger andload/unload the luggage).

(SIGNATURE OF LICENSEE)

SCHEDULE OF PARKING TARIFF:

1. Parking fee will be charged from all vehicles entering the designated parking area, detailed below:

a. Introductory slab for up to 30 minutes to be implemented based on the category of the Airport:

Details*	Gr D & Others
General (in INR)	
Coach/Bus/Truck	20
Tempo/SUV/ Mini Bus	20
Car	20
Two Wheeler	10

Note: Proposed rates are inclusive of all taxes including GST, if applicable. The airports included Cargo Complex.

b. Rates as per existing slab will be applicable from 30 minutes to 120 minutes, the same is also reproduced below:

Details*	Gr D & Others
General (in INR)	
Coach/ Bus/ Truck	50
Tempo /SUV / Mini Bus	35
Car	35
Two Wheeler	15

Note: Proposed rates are inclusive of all taxes including GST, if applicable. The airports included Cargo Complex.

c. After two hours, rate will increase by Rs. 20/- per hour in case of Group A (including Kolkata/Chennai) and Rs. 10/- per hours in Group B&C. For two wheelers, the charge after 2 hours will be Rs. 10/- per hour at Group A and Rs. 5/- for Group B&C. The Parking rate beyond 7 hours up to 24 hours will be 300% of the 30 minutes to 120 minutes" slab and every 24 hours or part thereof.(as per existing rates).

2. The monthly charge in respect of employees of AAI and other authorized agencies working at airport, cargo complex will be as follows (as per existing rates):

- AAI employees - Free of cost
- Tempo & Truck operators at cargo complex - Rs. 2000 per tempo
Rs. 3000 per truck
- Other Car - Rs. 500.00
- Other two wheelers - Rs. 250.00
- Agent/licensee at cargo complex (entry at cargo Complex only) - Rs. 1500.00

ATM Cash Vans coming to refill ATM machines in Airport premises shall be exempted from parking charges as well as access fees.

Govt. owned Vehicles shall be exempted from car parking charges.

3. The rates of Parking fees and Access Fees are inclusive of components of GST. Accordingly, these shall remain the Parking Charges applicable to end users. However, NIT/Agreement conditions should clearly stipulate that though the aboves shall be the parking charges applied to end users, but the onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for car parking charges shall rest with the licensee. The details of GST/ applicable tax shall be depicted in the car parking invoice issued to end-user.

Illustration 1 for Car

Sl. No.	Parking duration slab	Rate/Tariff (Rs.) Chennai/ Kolkata	Group-A	Group-B	Group-C	Gr D & Others
a)	Parking Charges for 0-30 minutes	40	30	20	20	20
	Parking Charges from 30 minutes – upto 120 minutes. (For ex: However if a car stays for more than 60 minutes need to pay Rs.100/- only and not Rs.140/-)	100	85	55	35	35
c)	Parking charges for 100 minutes (Hence the rate of beyond 30 minutes upto 120 minutes rate only applicable)	100	85	55	35	35
d)	Parking charges for 7 Hours will be : 100 (i.e. upto 2 hrs) + 100 (i.e.; 5*20)	200	185 {85+(5x20)}	105 {55+(5x10)}	85 {35+(5x10)}	85 {35+(5x10)}
e)	For Vehicles beyond 7 hours upto 24 hrs parking charges will be 300% of 30-120 minutes slab.	300	255 {(3x85)}	165 {(3x55)}	105 {(3x35)}	105 {(3x35)}
f)	Parking charges	450	382.5	247.5	157.5	157.5

	beyond 24 hrs upto 36 hrs = e) + (300+12/24)		{255+(255x12/24)}	{165+(165x12/24)}	{105+(105x12/24)}	{105+(105x12/24)}
g)	Parking charges beyond 24 hrs upto 48 hrs.	600 (300+300)	510 (255+255)	330 (165+165)	210 (105+105)	210 (105+105)

Illustration -2 Two Wheeler :-

Sl. No.	Parking duration slab	Rate/Tariff (Rs.) Chennai /Kolkata	Group-A	Group-B	Group-C	Gr D & Others
a)	Parking Charges for 0-30 minutes (TW)	20	10	10	10	10
	Parking Charges from 30 minutes – upto 120 minutes. (For ex: However if a TW stays for more than 60 minutes need to pay Rs.20/- only and not Rs.55/-)	25	20	15	15	15
c)	Parking charges for 100 minutes (Hence the rate of beyond 30 minutes - 120 minutes rate only applicable)	25	20	15	15	15
d)	Parking charges for 7 Hours will be : 25 (i.e. upto 2 hrs) + 50 (i.e.; 5*10)	75	70 {20+(5x10)}	40 {15+(5x5)}	40 {15+(5x5)}	40 {15+(5x5)}
e)	For two wheeler staying beyond 7 hours upto 24 hrs parking charges will be (300% of 30-120 minutes	75	70*	45 {(3x15)}	45 {(3x15)}	45 {(3x15)}

	slab).					
f)	Parking charges beyond 24 hrs upto 36 hrs = e) + (75x12/24)	112.5	105 {(70+70x12/24)}	67.5 {45+(45x12/24)}	67.5 {45+(45x12/24)}	67.5 {45+(45x12/24)}
g)	Parking charges beyond 24 hrs upto 48 hrs.	150 (75+75)	140 (70x2)	90 (45x2)	90 (45x2)	90 (45x2)

Note : *subject to not less than the parking fee applicable to immediately preceding slab.

1. The monthly charge in respect of employees of AAI and other authorized agencies working at airport, cargo complex will be as follows (as per existing rates):

AAI employees	Free of cost
Tempo & Truck operators at cargo complex	Rs. 2000 per tempo
	Rs. 3000 per truck
Other Car	Rs. 500.00
Other two wheelers	Rs. 250.00
Agent/licensee at cargo complex (entry at cargo complex only)	Rs. 1500.00

ATM Cash Vans coming to refill ATM machines in Airport premises shall be exempt from parking charges as well as access fees.

Govt. owned Vehicles shall be exempted from vehicle parking charges.

2. The rates of Parking fees are inclusive of components of GST. Accordingly, these shall remain the Parking Charges applicable to end users. However, NIT/Agreement conditions should clearly stipulate that though the above shall be the parking charges applied to end users, but the onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for car parking charges shall rest with the licensee. The details of GST/ applicable tax shall be depicted in the vehicle parking invoice issued to end-user.

PENALTY FOR INFRACTIONS

Airport Director/ Airport in-charge will make a committee of 3 officers. This committee will conduct random inspections of overall parking management and operational performance of the Concessionaire, at least once on fort-nightly basis. The committee will have the power to impose penalty on the Concessionaire then and there, if any violations of Terms and Conditions of agreement is found.

S. No.	Description of Irregularities	Penalty Schedule		
		First Instance	Second Instance	Third instance & Onwards
1	Staff not in Uniform/ Without ID card	1500	2500	3500
2	Insufficient Manpower	3500	5000	10000
3	Un-clean premises & improper housekeeping	5000	10000	15000
4	Vehicle not parked in orderly manner	1500	2500	3500
5	Malfunctioning of Boom-barriers	2000	5000	10000
6	Time clocks at entry and exit points not synchronized	5000	10000	15000
7	Encroachment	15000	25000	50000
8	Use of parking space for other than parking purposes	15000	25000	50000
9	Overcharging	5000	10000	15000
10	Non availability of complaint book	3500	5000	10000
11	Vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
12	Misbehaviour by parking staff	3500	5000	10000

In case of irregularities at serial no. 7, 8 & 9, beyond third (3rd) instance of violation during tenure of Concession, penalty @ 25% of concession fee shall be levied.

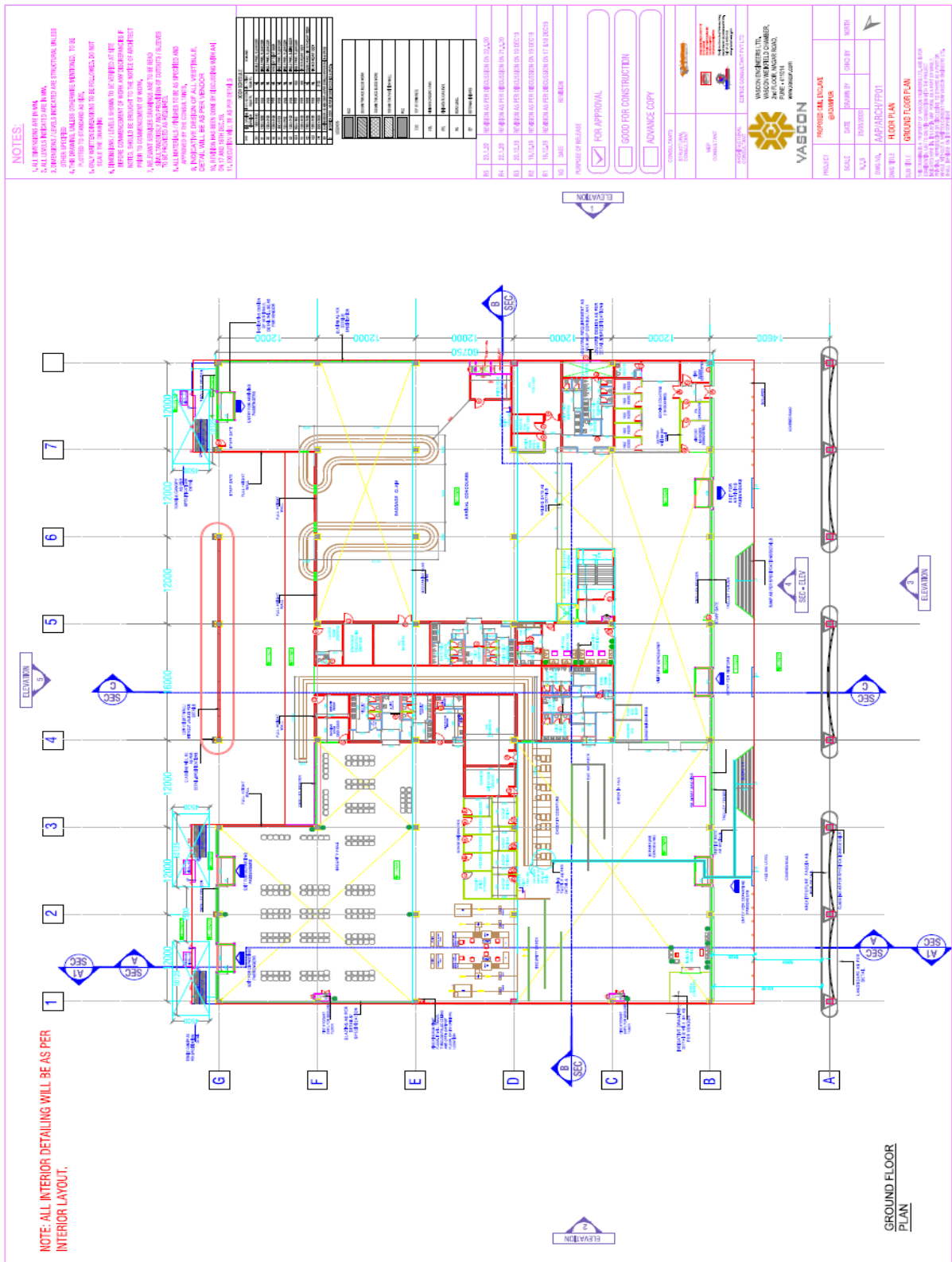
(Name of the Licensee)

Annexure-1

Imposition of Penalties - guidelines regarding

Sl. No.	Offence/Violation	Penalty in (Rs)
1.	Smoking in public area except where designated smoking chambers or areas are established.	1500
2.	Spitting in airport premises	1000
3.	Misuse of passenger baggage trolley	1000
4.	Using language likely to cause offence /annoyance	2000
5.	Throwing loose papers, plastic cups or glass etc. in airport premises	1000
6.	Non-display of Photo Identity Cards while entering in to or being in the terminal or operational area.	1000
7.	Transportation of overloaded airline baggage containers in operational area.	1000
8.	Vehicle/ equipment operating without anti-collision light/obstruction inside operational area.	2000
9.	Parking of vehicle/ equipment in no parking area on kerb side and city side including approach road within airport premises.	500
10.	Un-authorized entry into terminal building or operational area.	3000
11.	Rash driving/over speeding in operational area	3000
12.	Driving in operational area while being in state of intoxication	5000
13.	Causing public inconvenience, unruly behaviour or creating nuisance in public area	1000
14.	Organizing or taking part in any public assembly, demonstration, dharnas or procession likely to obstruct or interfere with proper use or orderly functioning of airport	5000
15.	Display of banners, flags, posters ,emblems or write slogans in or around terminal	5000
16.	Obstruction of authorized persons in the discharge of his or her duties	5000
17.	Dumping garbage in operational area.	3000
18.	Vehicle/equipment left unattended in operational area outside designated parking area/hard stand for ground support equipment/vehicles.	2500
19.	Vehicle/equipment not following vehicular lanes on Apron.	1500
20.	Vehicle/equipment/ person obstructing aircraft movement	5000
21.	Crossing/operating vehicle/ equipment close to active runway/ taxiway without permission	5000
22.	Vehicle/equipment operation in the operational area without permit (ADP)	5000
23.	Damage, display, deface or alter any building structure or other property of AAI whether movable or immovable. Besides penalty, action to be taken to recover the loss from the defaulter or his/her organization	5000
24.	Photography and film shooting/ videography at airport without permission	5000
25.	Commercial activities at airport without permission	5000

CONCESSION AREA LAYOUT



APPENDIX: 4 of Annexure-A

SCHEDULE OF PREMISES

<i>Sl.No</i>	<i>Facility</i>	<i>location</i>	<i>Area</i>
1	Snack Bar	SHA	8.04 SQ MTR
2	TR Shop	SHA	8.04 SQ MTR
3	Snack Bar	City Side	4 SQ MTR
4	Snack bar	Arrival	2 SQ MTR
5	Trolleys	Undefined	25 nos (area not applicable)
6	Car Parking	City side	1000 SQ MTR

SIGNATURE OF THE LICENSEE

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be executed on Non-Judicial Stamp Paper of Rs.100/-

or as per applicable State Laws and duly Notarised)

Know all men by these presents, we..... (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Sh/ Smt. (name), son/daughter/wife of.....aged.....years and presently residing at , who is presently employed with us / 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 Proposal for pre-qualification and submission of our Bid for the[NAME OF LICENSE] facility at.....Airport,, India (the "Concession") proposed by AAI including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the AAI, representing us in all matters before the AAI, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAI in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AAI.

AND we hereby undertake and 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 2022

For.....

(Signature, Name, Designation and Address)

(Notarised)

Witness:

1.
2.

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 executants (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 Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ACCEPTANCE LETTER

(To be submitted on Applicant's / Bidder's Letter Head)

To,

Date: _____

Airport Director,
Airports Authority of India
_____ Airport

Subject:- Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the

..... **"[Name of License]"** at **Airport** has been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us. Which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We here by unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of **Clause-17** of Notice Inviting e-Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I / We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I/We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I/We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/We certify that I/we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of penalty or a judicial

pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our partner have I/ we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.

9. I / We hereby declare that:

- a) I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.
- b) I / We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause-9** of General Information and Guidelines of NIET / tender document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
- c) I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of **Clause-9** of General Information and Guidelines of NIET / tender 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.
- d) I / We do not have any conflict of interest in accordance with **Clause-10** of general Information and guidelines of NIET / tender document.

10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.

11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.

12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.

13. I / We confirm having submitted the Tender Processing Fee of **Rs.10,000/-** (Rupees Ten Thousand only) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.

14. I / We confirm having submitted the EMD of **Rs. 1,04,390/-** (Rupees One Lakh four thousand three hundred Ninty only) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.

- 15.** I / We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.
- 16.** I / We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated thisDay of....., 2022

Name & Address of the Applicant / bidder:	
Name, Signature & Seal of the Authorized Representative:	

ANNEXURE: D**Details of Bidder**

1.	Details of Bidder / Tenderer	
(a)	Name of the bidder / Tenderer:	
	Status of the bidder / Tenderer (Proprietorship / Partnership / Company)	
	Name of the Proprietor / Partners / Director(s) as the case may be, to be indicated	
(b)	Country of Incorporation:	
(c)	Address of the Corporate Headquarters and its branch office(s), if any, in India:	
(d)	Date & Details of incorporation and/or commencement of business:	
2	Brief description of the Company including details of its main lines of business and proposed role and responsibilities In this Concession:	
3	Details of individual(s) who will serve as the point of contact/ communication for the AAI:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	
4	Particulars of the Authorized Signatory of the Bidder:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	

(Signature of Authorized Signatory)

Name: [•]

Designation: [•]

Date:

Seal or Stamp of Bidder

ANNEXURE: E

**Certificate from Chartered Accountant / Statutory Auditor in respect of
Technical / Financial Capacity and Experience**

1) Based on the audited records of the firm / company, this is to certify that M/s (*Name of Bidder / Tenderer*) has an operating experience of at least (*.....*) years in the business and has presence in the in the following locations: -

No	Type of business	Details of location of business	Date of commencement of Business

2) We further certify that, based on the audited accounts M/s (*Name of Bidder / Tenderer*) has a turnover from , as per detail below:-

Financial Year	Gross Turnover (in INR Lakh)	Turnover from the relevant business for which experience is being claimed (in INR Lakh)
Total	Rs..... Lakh	Rs..... Lakh

Note: -

- (i) In case of multiple businesses of bidder, the **breakup of the turnover** (certified by chartered accountant / statutory auditor) with the specific head as from the tendered facility to be submitted.
- (ii) The turnover of the company should be in any one of the financial years for which technical experience has been claimed.
- (iii) **Duly signed undertaking** by the bidder on its **letter head** regarding **overall as well as break-up of turnover** is also to be submitted separately in technical bid (**as per Annexure: F**)

3) At the time of the applying for the tender, M/s (*Name of Bidder / Tenderer*) has a Positive Net worth of Rs...../- (Rupees only).

Signature

Name & Membership No. of Chartered Accountant / Statutory Auditor

Seal of the Audit Firm:

Unique Document Identification Number (UDIN)

Date

NOTE :To verify the authenticity of documents submitted by the bidder, the Unique Document Identification Number (UDIN) should be mandatorily mentioned in the documents certified by Chartered Accountant.

**Format for Letter of Undertaking for
Technical Experience & Turnover**

[Self-declaration of the bidder that the furnished information for Experience & Turnover is true, to be submitted on Company's / agency's / Firm's Letter Head]

Sir,

I ,....., on behalf ofdo hereby affirm and declare that :

- 1) The information provided for claiming the relevant experience for the bid and the documents provided is true and correct to the best of my knowledge and belief and nothing material has been concealed therein.
- 2) Affirm and declare that M/s..... (Name of Bidder / Tenderer) has a turnover from(name of business) as per detail given below:-

Financial Year	Gross Turnover (in INR Lakh)	Turnover from the relevant business for which experience is being claimed (in INR Lakh)
Total	Rs..... Lakh	Rs..... Lakh

- 3) I understand that concealment of facts and giving false information is a punishable offence and M/s (name of agency / bidder) can be barred and legal action may be taken as per the relevant provisions of law.

Yours faithfully,

Signature of the bidder / tenderer

Name_____

Designation (with seal)_____

DECLARATION

I / We _____ < Name, Designation
& Company Name with Address>, do hereby solemnly affirm and state as follows:

1. I / We are having / had the following **(CURRENT AND PAST)** contracts at Airports / Offices controlled by Airports Authority of India:

a) Current / Existing contracts

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (disputed & Undisputed)
			From	To		
1.						
2.						

(In case of no present / existing contracts in AAI controlled Airports / offices, indicate NIL)

b) Past / Expired contracts

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (disputed & Undisputed)
			From	To		
1.						
2.						

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

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. **(In case if you have been debarred / blacklisted, submit all the details).**
3. I/We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports **(In case if you have been ordered by Court of Law, submit all the details).**
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues with AAI. **(In case if you fall under anyone of the above category, please furnish all such relevant details).**
6. I / we hereby undertake that in case I / We emerge as H-1 bidder in the subject tender and if any amount is found as outstanding during the intervening period i.e. after the submission of tender and before finalization of award, then I / We shall clear all such dues before the award of license.

7. I/We do not have any conflict of interest as detailed in **Clause 10** of general Information and Guidelines of tender document.
8. I/ We declare that “No raid / seizure / search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its Affiliates or against any of the Directors/Managers/Employees”. **(In case if raids/seizure/search conducted, please furnish all such relevant details).**

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature with Seal

List of Near Relatives* employed in Airports Authority of India

Sl. No.	Name of the employee	Designation	Relationship with tenderer(s)	Place of Posting

* *By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws.*

SIGNATURE OF TENDERER

Note:-

1. In case of NIL report, Performa must be filled with NIL report and submitted duly signed by the Authorized Signatory.
2. In case the above space is not adequate, the details, additional sheets duly signed by Authorized signatory may be attached.

FORMAT OF OUTSTANDING DUES / NO DUES CERTIFICATE

1. Name of Contract / Licence and Agency :
2. Agreement No. :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period :
7. Amount of Outstanding Dues upto dd/mm/20..... (Disputed and un-disputed amounts to be shown separately)

Item	Disputed Amount (Rs)	Un-disputed Amount (Rs.)	Remarks
Licence Fee			
Space Rent			
Utility Charges			
Interest			
Any other item			
Total			

8. Details of any arbitration/litigation :

Signature of Airport Director

Name: [•]

Designation: [•]

..... Airport

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

ANNEXURE: J

For Refund of EMD, following is to be submitted by the bidders / tenderers: -

BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER

Sr. No.	Particulars	Information Required
1.	Name of the Account Holder i.e. Bidder	
2.	PAN/TAN No. of the Party i.e. Bidder	
3.	Name of the Bank	
4.	Address of the Bank	
5.	Bank Account No.	
6.	Type of the Bank Account	
7.	MICR Code of the Bank	
8.	IFSC Code of the Bank	
9.	Scanned copy of cancelled cheque	

(Beneficiary's i.e. Bidder's Name & Signature)

Place:.....

Date:.....

FORM OF BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of **Rs.100/-** by the successful tenderer)

WHEREAS by a License Agreement dated made between AIRPORTS AUTHORITY OF INDIA, the Licenser (hereinafter called "the AUTHORITY) of the one part and (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee, the license for operating the..... (*complete name and place of work*) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other outstanding dues / charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be the sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of Rs...../- (Rupees) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court/Tribunal/ any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ or that of the Licensee or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of Rs. during the currency of the contract and **six (6) months** thereafter.
- ii. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to **180 (one hundred eighty) days** from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank Name

Dated:

Place:

Witnesses:

For Successful Bidder only

(Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI)

The Branch Manager,

..... Bank,

.....

Sub: My/Our bank Guarantee No.dated.....for
Rs.....issued in favour of AAI A/c No.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security/Earnest money on account of contract awarded/to be awarded by M/s Airports Authority of India to me/us.

I hereby authorize the AAI in whose favour the deposit is made to encash / close the subject bank guarantee before maturity/on maturity towards adjustment of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place:

Date:

For Successful Bidder only

**Request Letter: Transmission of Bank Guarantee Cover Message
(to be submitted by applicant to BG issuing Bank)**

Date:

The Branch Manager,

..... (Bank),

.....(Branch)

Sub: Inclusion of Unique Identifier Code of AAI while transmitting BG cover messages where
beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir / Ma'am,

I / We, _____, request you to include unique identifier _____ in
field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG
amendment) while transmitting the same to the beneficiary bank (ICICI Bank – IFSC-
ICIC0000007).

Thanking you,

(Vendor / Customer / Concessionaire)

Place:

Date:

CHECKLIST FOR BIDDERS

Sl. No.	Particulars	Detail
1	Type of Facility / Concession	
2	Period of license/ concession	
3	Tender Fee	
4	Earnest Money Deposit	
5	AAI Bank Details for Tender Fee/EMD	
6	Beneficiary Name, Bank Name, Bank Address, Account No, RTGS Code / IFSC Code	
7	Area / Location of license	
8	Minimum Reserved Licensed Fee	
9	Eligibility Criteria	
10	Technical Qualification / Capacity	
11	Financial Qualification / Capacity	
12	Space Rent for AC space / Non-AC	
13	Utility Facilitation / Common Area Maintenance (CAM) Charges	
14	Electricity & Water Charges	
15	Applicable Govt. taxes (GST, etc.)	
16	Experience Certificates	
17	No Dues certificates / Declarations	
18	Power of Attorney – Annexure B	
19	Acceptance of AAI's Tender Conditions - Annexure – C	
20	Declarations, Certificates, Undertakings as per Annexures – D, E, F, G, H, I, J	
21	Incubation Period	
22	Gestation Period	

23	Security Deposit Towards License Fee	_____ Months License Fee
24	Security Deposit Towards EWC Charges	

Ready reckoner for Critical Dates

1	Date of publish of Tender document	13.02.2023 (1700 Hours)
2	Start download / sale date of Tender document	13.02.2023 (1700 Hours)
3	Last download / sale date of Tender document	06.03.2023 (1700 Hours)
4	Last date of submission of queries to Tender Document on NIC CPP e-tender portal	17.02.2023 (1700 Hrs)
5	Reply to the queries by AAI on NIC CPP e-tender portal	22.02.2023 (1700 Hrs)
6	Last date for online submission of bids / proposals on NIC CPP e-tender portal	06.03.2023 (1700 Hours)
7	Technical Bid Opening date	07.03.2023 (1700 Hrs)
8	Financial Bid Opening date	14.03.2023 (1700 Hrs) *this is subject to revision at the discretion of AAI.

ANNEXURE: O

Airlines operated in the past : M/s Spicejet limited

Operating sector : Adampur- Delhi-Adampur
Adampur- Mumbai- Adampur
Adampur- Jaipur- Adampur

Passenger details for the period 2019 / forecast for 2022-2023 :

Passenger details for the period 2019:-

S.No.	Month	Arrival Pax	Departure Pax
1	January	2066	2108
2	February	1888	1837
3	March	1955	2119
4	April	2028	2025
5	May	1619	1848
6	June	2034	2168
7	July	1961	1930
8	August	2171	2205
9	September	2011	2134
10	October	2498	2232
11	November	2399	2485
12	December	2454	2431
	Total	25084	25522

Forecast for 2022-2023: a) Total Arrival Pax: 500*

b) Total Departure Pax: 500*

(* As per previous year data)

Tentative upcoming flights: 01

22.1 Dispute Resolution

22.1.1. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may hereafter come into force are applicable) (the "Dispute") shall be dealt as under:

22.1.2 **Through Mediation:** All dispute(s), at the first instance, shall be referred to the "Mediation Committee of Independent Experts (MCIE)" or individual mediator for mediation as per "AAI Mediation Policy" and applicable laws. All cost of mediation, shall be borne equally by the parties.

22.1.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through Clause 22.1.3 within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

22.1.2.2 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

22.1.3 **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (22.1.2) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by the Authority, AAI, after obtaining consent of the other party, as per format annexed at **Appendix-V**.

22.1.3.1 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

22.1.3.2 Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

22.1.3.3 Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

22.1.3.4 No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

22.1.3.5 The venue of such arbitration shall be ,..... **airport** and the language of arbitration proceedings shall be English.

22.1.3.6 The Arbitrator shall make an award (the "Award") for each dispute and /or claim and shall give reasons for the Award. Any award made in any arbitration held pursuant to this Article 22 shall be final and binding on the parties. For avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the

time specified in the Applicable Law.

22.1.3.7 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and /or the Authority, as the case may be, and their respective assets wherever situated.

22.1.3.8 This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. For the avoidance of doubt, the Concessionaire hereto agree that the Concessionaire shall pay to the Authority, the Concession Fee, the Space Rent, Common Area Maintenance Charges, Utility Charges and Taxes and any other payments that may become due and payable, pending the Award in any arbitration proceedings hereunder.

22.1.4 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

22.2 Adjudication by Regulatory Authority or Commission

22.2.2 In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all disputes arising after such constitution shall, instead of reference to adjudication under this Clause **Error! Reference source not found.**, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Laws.
