

RETENDER CORRIGENDUM



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

AIRPORTS AUTHORITY OF INDIA Biju Patnaik International Airport

**Notice Inviting e-Tender for Executive Lounge at SHA First Floor,
BIJU PATNAIK INTERNATIONAL AIRPORT, BHUBANESWAR**

Biju Patnaik International Airport, Bhubaneswar.

E-bid no. 2024_AAI_213503_1

November, 2024



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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 otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender arising in any way for participation in the bidding process.

The 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-tender is invited for award of “**Executive Lounge at SHA First Floor (T-1),
BPI Airport, Bhubaneswar**”.

INTRODUCTION

AAI manages a total of 133 airports out of which 110 airports are operational while other 23 airports are non-operational. These operational airports include 28 civil enclaves and 8 airports under private control [2 JV Airports plus 6 PPP Airports under long term lease]. 35 out of total 110 AAI operational airports have international operations.

AAI is desirous of participation of eligible entities in the subject e-tender for Executive Lounge at SHA First Floor, Biju Patnaik International Airport, Bhubaneswar.

1. 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.
2. 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.
3. **During the Financial Year 2017-18, 2018-19 and 2019-20 AAI has recorded Total Revenue of Rs. 12,976.96 crores and Profit After Tax (PAT) of Rs. 2,801.64 crores, Total Revenue of Rs. 14,132.96 crores and Profit After Tax (PAT) of Rs. 2271.44 crores, Total Revenue of Rs. 12,837.44 crores and Profit After Tax (PAT) of Rs. 1985.09 crores respectively.**

AAI has recorded a profit of Rs. 2972.05 crore (Profit After Tax) for the 2022-23 financial year and Total Revenue Rs. 12172.35 crores.
4. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
5. Major Airlines and Passenger Traffic data of BPI Airport is placed at **ANNEXURE N** of this e-tender.



NOTICE INVITING E-TENDER (NIET)

E-Bid No. : 2024_AAI_213503_1

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

Name of Facility	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF) /Minimum Monthly Guarantee (MMG) (in INR)
Executive Lounge at SHA First Floor (T-1), Biju Patnaik International Airport, Bhubaneswar. Period of Contract : 5 (Five) Years.	Rs. 50,000/- (Rupees Fifty Thousand only)	Rs. 32,88,000/- (Rupees Thirty Two Lakh Eighty Eight Thousand Only)	Rs. 1,03,77,482/- (Rupees One Crore Three Lakh Seventy Seven Thousand Four Hundred Eighty Two Only) Per Month plus Applicable Taxes & Charges.

NOTE:

- a) Offers below MRLF will not be considered for award.
- b) Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- c) License fees shall be the quoted fixed license fees/quoted MMG. The quoted fixed license fees/MMG is subject to annual escalation as detailed in NIT.
- d) In addition to the License Fees, 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. 1250/- (AC Space Rent) and Rs. 830/- (Non AC Space Rent) per sqm per month for the financial year 2024-25**, (subject to annual escalation of 7.5% per annum - rounded off to nearest 10, w.e.f. 1st April, every year) for allotted space.
 - (ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
 - (iii) Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.

2. Location Details: Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4. In Build Space measuring 345.14 sqm (AC Space) in SHA First Floor of Terminal Building 1 is identified.**

The layout plan is under approval from BCAS. This layout plan may be



changed subject to operational requirement and for compliance of BCAS observations.

3. Period of Contract : 5 (Five) Years.

4. Rate of Escalation :

Annual escalation in the license fee / MMG will be linked with passenger growth in the following manner :

Sl. No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	Up to 5% (including negative growth)	5%
2.	Greater than 5% and less than or equal to 18%	10%
3.	Greater than 18%	15%

The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one year period therefrom. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

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 they 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. The selected bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA. **Further the Successful Bidder needs to commence this Executive Lounge at SHA First Floor facility within gestation period.**

8. Handing Over of Sites :

a) Sites will be handed over to the selected bidder upon fulfillment of conditions of award within seven days of issue of LOIA. **Incubation Period is 30 (Thirty) Days from the date of issue of LOIA.**

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 31st day of issuance of LOIA** i.e. immediately after expiry of **business incubation period.** However, actual handing over of sites shall only be



done after completion of all conditions of award.

- c) In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/license period of incumbent licensee is not over, then, date of hand over of site should not be later than 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 :

Gestation period of 120 (One Hundred Twenty) Days, reckoned from the date of handing over of sites shall be permissible. Further the Successful Bidder needs to commence **this Executive Lounge at SHA First Floor within gestation period positively**. Billing will be done on completion of gestation period or actual commencement of business, whichever is earlier.

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

However,

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

10. Eligibility Criteria :

A. Technical Eligibility Criteria :

No prior experience is required subject to the condition that the successful bidder will obtain all the requisite / regulatory permission & certificate, etc. as per the time line mentioned in the RFP from the date of award of work. In case of failure in obtaining the requisite statutory / regulatory permission & certification, etc. within a period of six months from the date of award of work, the award will be cancelled.



B. Financial Eligibility Criteria :

(i) The bidder must have an Annual Turnover at least Rs. 12.45 crore (equivalent to 12 Months' MRLF or Rs. 5 Crore, whichever is higher) in any of the Financial Years during the last seven years, in accordance with the audited financial statement duly certified by a statutory auditor, And;

(ii) Net worth of the bidder be at least 50 lacs as on date of publication of the NIT in accordance with audited financial statement duly certified by a statutory auditor.

Note :

- *The bidder shall submit a certificate issued by Statutory Auditor / Chartered Accountant clearly indicating the Annual Turnover as per the financial eligibility criteria and the Net-worth of the bidder as on date of publication of the NIT.*
- *The Certificate must be supported by Profit & Loss Statement and Balance Sheet duly audited by the Statutory Auditor / Chartered Accountant.*
- *Bidder shall ensure that all the certified documents undertaken / signed by Chartered Accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 2nd August, 2019].*

Participation in the form of consortium is not allowed.

- 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 company or a firm or an individual falling under the following category is not eligible to participate in the tender:-**
 - a) De-barred/black listed by CBI or AAI or Undertakings/Departments like; Railways, Defence, 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.
 - b) Parties facing action under PPE Act, with AAI.
 - c) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI 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.
 - d) If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or Sole Proprietor and any of the 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 the Authority.
 - e) If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director /



Partners/ sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established

business with AAI and has outstanding dues payable to the AAI except the dues pertaining to the current quarter, i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI tenders.

The disputed amounts which are referred for Dispute Resolution / 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 / concession) 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 2 years from the date of DRC / 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**). 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 licence can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in
- a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in.
 - b) The bids shall not be accepted in any other form.
 - c) The e-tendering process is online at NIC CPPP E-Tendering Portal at etenders.gov.in
 - d) Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in mentioned above.



- e) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
- f) **Cost of tender fees amounting to Rs. 50000/- (Rupees Fifty Thousand only)**, shall be paid by the bidder before the scheduled time of e-tender submission through online Gateway provided in CPP Portal. No other mode of payment shall be acceptable.
- g) **The amount of Earnest Money Deposit (EMD) of Rs. 32,88,000/- (Rupees Thirty Two Lakh Eighty Eight Thousand only)** shall be paid by the tenderers before the scheduled time of e-tender submission through CPP Portal in favor of "Airports Authority of India". No other mode of payment shall be acceptable.
- h) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) made through CPP Portal is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- i) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
- j) E-bids shall be submitted in two bid system as follows:-
 - i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under **clause 3** of the general information / guidelines of Notice Inviting Tender.
 - ii. Financial Bid – As required under **clause 4** of general information /guidelines of Notice Inviting Tender.

14. Important Dates :

S. No.	Activity	Scheduled Dates and Time
1.	Download/Sale of e-Tender Document from NIC CPP portal	From 05.11.2024 to 11.12.2024 Up to 1400 Hrs.
2.	Last date of submission of query in CPP Portal	Up to 1530 hrs on 29.11.2024
3.	Reply of query by AAI	Up to 1530 hrs on 03.12.2024
4.	Online submission of Bids / Proposal(s) (Technical Bid as well as Financial Bid) on e-tender portal	UP TO 1530 hrs on 11.12.2024.
5.	Opening of Technical Bids / Proposal(s) (online only)	ON 12.12.2024 AT 1600 Hrs.
6.	Opening of Financial Bids / Proposal(s) (online only)	ON 02.01.2025 AT 1100 Hrs.

15. In case bidder withdraws from tender process before opening of technical bid



date and time, 10% of EMD amount shall be forfeited.

16. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
17. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party shall be debarred for participation **in any tender at Bhubaneswar_Airport for one year from the date of debarment.**
18. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
19. 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).
20. On acceptance of the tender, the name of the authorized representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

**AIRPORT DIRECTOR
BHUBANESWAR_AIRPORT**



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](#) 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, AND 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.

Tel : 0120-4001002, 0120-4001005, 0120-6277787

E-Mail : support-eproc@nic.in

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

E-Mail: cphp-doe@nic.in

- 3. For any technical 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 technical issues faced, the escalation matrix is as mentioned below:

S.No	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON-SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr (IT)	After 4 Hours of issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext- 3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar, Jt. GM (IT)	After 12 Hours	dkumar@aai.aero	011-24632950, Ext-3527	0930-1800 Hrs. (MON-FRI)
4	Dilip Das, AGM (Commercial) – Bid Manager.	After 12 Hours	vebscommercial@aai.aero	0674 2596376 /9432577441	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 3 days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

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

5. 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. **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. Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (Power of Attorney) should be 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) 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
 - b) Self-attested copies of the PAN card, GST registration. 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.
 - c) 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.
 - d) 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.
 - e) **The Bidders are required to furnish Earnest Money Deposit of Rs. 32,88,000/- (Rupees Thirty Two Lakh Eighty Eight Thousand Only)** the EMD shall be deposited through CPP Portal A copy of document indicating payment of EMD through CPP Portal is to be uploaded in the technical bid. Non-payment of EMD by the stipulated date & time shall lead to disqualification of tendered(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 RTGS/NEFT 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 :

The EMD of the successful bidder to be returned through E-tender Portal after



completion of post-award formalities of Acceptance of Award Letter, Submission of Security Deposit and Execution of Agreement from the Successful Bidder.

EMD refund of all unsuccessful bidders will be initiated as per NIC CPP Portal. EMD of unsuccessful bidders received through bank transfer mode (RTGS/NEFT) shall be refunded online through the same mode only and it shall be refunded in the bank account. The Bank details are 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 automatically within 15 days of opening of financial bid.

f) No Dues Certificate:

i. Self-Declaration of Dues :

The party should submit the details of contracts held (current and past) at all AAI controlled 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 (Up to 30.09.2024) in respect of all Airports under its control.

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 the Authority, 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)

g) Form of unconditional acceptance duly signed (enclosed as Annexure-C along with tender documents).

h) 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”

i) 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).

j) Pre Integrity Pact (Refer Annexure – H).

k) Declaration of cases / action under PPE 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: I.



- m) Certificate from Chartered Accountant/Statutory Auditor in respect of Technical Capacity & Experience, as per Annexure: E.
- n) Letter of Undertaking by Bidder, as per Annexure: F
- o) Documents supporting eligibility criteria.

- p) Scanned copy of complete set of e-tender document **containing 79 no. 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 o) above shall be uploaded in the technical bid.

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. 32,88,000/- (Rupees Thirty Two Lakh Eighty Eight Thousand 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 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 (01) 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 two (02) 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.

- 5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s)



/ e tender(s) for a period of One (01) year, on account on non-completion of the following:

- a) Acceptance of the offer **within seven (07) days** from the date of issuance of the award letter addressed to the party.
- b) Payment of advance license fee for one month **within 30 days** from the date of issuance of the award letter.
- c) Payment of Security Deposit within 30 days from the date of issuance of award letter, **amounting to six (06) months equivalent Licence Fee of the First (01st) year to AAI as an interest free security Deposit.** The SD amount equivalent to six (06) months Licence Fee of the first (01st) year to be submitted in the form of BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, will not be accepted) and, the value for Security Deposit for utilities charges will be determined equivalent to 5% of annual license/concession value subject to minimum deposit of Rs. 10, 000/- and a maximum deposit of Rs. 10 lakhs. The said Security Deposit will cover Security Deposits towards all types of utilities (such as Electricity, Water, Data Port, Telephone etc.).

AAI has made arrangement for Verification of Bank Guarantee received by AAI from Vendors / Customers / Concessionaires through Structured Financial Messaging System (SFMS) of ICICI Bank. The relevant guidelines is available in Annexure : K (Appendix – II).

- d) Execution of the Agreement **within 30 days from the** date of issuance of award letter (Stamp Duty and Agreement Registration Fees to be borne by the licensee). **The non-judicial stamp paper shall be procured by the Licensee as per applicable Stamp Duty guidelines for Khurda District of Government of Odisha. The copy of agreement shall be printed from AAI system of Bhubaneswar Airport.**

e) Commencement of the facility within gestation period.

- 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 Bidder"), 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.
6. E - Tender(s) will remain valid for a period of 180 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 year.
 7. The tenderer(s) shall give the list of his near relatives employed in AAI.
 8. The successful bidder 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 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 NIT; 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 criteria have not been met by the Applicant; or
 - v. The Applicant has made a material mis representation; 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 5 years;
- b) Then the LOA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT 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 two (02) 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 affects 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 1 (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 into 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, 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 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 after the contract is deemed to have terminated by operation of this clause.

b) **Termination for cause:**

All disputes, at the first instance, as and when raised by any of the parties shall be referred to mediation to be conducted by Mediation Committee of Independent Experts (MCIE in accordance with AAI Mediation Policy 2022 before resorting to arbitration or any proceedings before court or tribunal.

Parties can consent to mediate instead of resorting to Dispute Resolution Committee / Board by giving their consent as per Annexure – O.

Details of Mediation Policy is available in Annexure - P. The consent of parties to refer the disputes to MCIE shall form part of the agreement already signed with AAI from the date of consent of such party (ies).

Reference of Dispute shall be made through Online Dispute Resolution Portal of AAI.

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) 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 period.

In case of breach of terms of concession/ license, i.e. non-compliance to terms and



conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAI may Terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. **If such termination happens to fall within 20% of the concession/ license period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for the three (03) months as demurrage charges.**

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 20% of the license period or the party has not served the requisite notice of 120 days, for surrender of license/concession after completion of 20% licence period, then damage charges equivalent to 3 months current licence fee / MMG / Licensee Fee / Quoted Monthly Guarantee shall be levied on the Licensee.** Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

No Such damage charges are liable to be paid by the Concessionaire / contractor in case the Licensee is terminated for Convenience by AAI even within the 20% of license period OR thereafter.

NOTE: If the licensee does not operate the license up to 20% of the contract period then party is liable to be debarred for one 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 concession/ license 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.

e) **Set Off Clause**

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 7 (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.

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”.



ANNEXURE : A

Draft Licence Agreement

(Stamp Duty and Agreement Registration Fees to be borne by the licensee.

The non-judicial stamp paper shall be procured by the Licensee as per applicable Stamp Duty guidelines for Khurda District of Government of Odisha. The copy of agreement shall be printed from AAI system of Bhubaneswar Airport).

**Photo of the
licensee**

**SUBJECT : Grant of License for Executive Lounge at SHA First Floor
at Biju Patnaik International Airport, Bhubaneswar.**

THIS CONCESSION AGREEMENT ("Agreement") made and executed at __ on this ____ day of ____ Two Thousand ____ 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 ____ () years/months from _____ to _____, unless terminated earlier on account of following;
 - a. By giving _____ days of notice in writing without assigning any reason.
 - b. Terminated by AAI on a short notice on account of unsatisfactory performance.
 - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 10th day of English calendar month as under:

Year	Amount of Monthly License Fee
1 YEAR	_____ + GST applicable on time

3. **Rate of Escalation:**
Annual escalation in the license fee/MMG will be linked with passenger growth in the following manner :

Sl. No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	Up to 5% (including negative growth)	5%
2.	Greater than 5% and less than or equal to 18%	10%
3.	Greater than 18%	15%

The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

4. Authority shall raise all bills (including MMG/MAG and any other bills except annual land lease bills) for the current month on 1st day of month in advance, except true-up and reimbursement of expenditure bills like electricity, water, etc.



The Invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on 5th of succeeding month.

A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest @ 12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoice after due date but within 90 days (date of invoice plus 90 days) and @ 18% per annum from the due date till the actual date of payment received in Authority's account in the case of concessionaire / agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.

5. 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 annual escalation @ 7.5% per annum - rounded off to nearest 10, w.e.f. 1st April, every year or as may be notified by AAI from time to time. Such charges shall be paid within the date(s) specified in the bill(s).
6. That the Licensee shall pay the charges for the consumption of the electricity and water consumed in the premises and / or for the purpose of use of the said premises within 15 days from the date of raising of invoice by Authority (or as decided by Authority from time to time), along with the other utility charges. Invoices for the water, electricity and other utility charges for the completed month shall be raised on 5th of succeeding month, at the rates fixed by it from time to time.
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 cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.
9. That the licensee shall deposit a sum of Rs. _____/- (Rs. _____ only) i.e. an amount equal to six (06) months of license (based on first 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 Airport Director, AAI, _____ Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. 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

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 20 % of the** total period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) 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 two (02) 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 120 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 120 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 :

All disputes, at the first instance, as and when raised by any of the parties shall be referred to mediation to be conducted by Mediation Committee of Independent Experts (MCIE in accordance with AAI Mediation Policy 2022 before resorting to arbitration or any proceedings before court or tribunal.

Parties can consent to mediate instead of resorting to Dispute Resolution Committee / Board by giving their consent **as per Annexure – O**. The consent of parties to refer the disputes to MCIE shall form part of the agreement already signed with AAI from the date of consent of such party (ies).

Reference of Dispute shall be made through Online Dispute Resolution Portal of



AAI.

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of **45** days) 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 **20%** of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the three (3) months as demurrage charges. 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 20% of the license period or the party has not served the requisite notice of 120 days, for surrender of license/concession after completion of 20% licence period, then damage charges equivalent to 3 months current licence fee / MMG / Licence Fee / Quoted Monthly Guarantee shall be levied on the Licensee.** Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

No Such damage charges are liable to be paid by the Concessionaire / contractor in case the Licensee is terminated for Convenience by AAI even within the 20% of license period OR thereafter.

NOTE: If the licensee does not operate the license up to 20% of the contract period then party is liable to be debarred for one 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.

24. No compensation is payable by AAI. 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. Novation Clause :



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 arises.

27. Set Off Clause

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 7 (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.

- 28.** Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.
- 29.** 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 _____ Airport Director, Airports Authority of India,
Bhubaneswar Airport, for and on behalf of The Airports Authority of India, in the



presence of :

(Signature of Airport Director)

WITNESS:

1. _____

2. _____

Signed by _____ for and on behalf of
_____ in the presence
of :

(Signature of Licensee)

Witness:

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 is 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.____/- per day for each default upto ____days & thereafter Rs._____-/- 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 (c), 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 confirm 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 and due to natural calamities and due to 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 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 07 days to vacate the premises (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee. If the agency fails to vacate the premises within 07 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 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 Committee (DRC) 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 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ RED of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute Resolution Committee, 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 years from the date of making reference to DRC, 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 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 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.

- (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. SCOPE OF LICENCE

- a.** The selected bidder shall make available following executive lounge facilities :
- i.** Food & Beverages in Buffet Format during the entire operational hours. Sale of A 'la carte F&B items is strictly prohibited.
 - ii.** Liquor Bar subject to applicable state laws.
 - iii.** Seating Area.
 - iv.** Recliner Chairs.
 - v.** Washroom Facility.
 - vi.** Visual Entertainment Facility.
 - vii.** Wi Fi Facility.
 - viii.** Adequate Reading Materials such as Newspaper and Magazine.
 - ix.** Any other passenger facilitation service subject to prior approval of the Authority.
- b.** The Executive Lounge shall be accessible to the Business Class Passengers as well as walk-in-passengers to relax and enjoy various service packages being offered by the selected bidder and listed under para (a) above. The selected bidder may have following arrangements in this regard :
- i.** Have an arrangement with the Airlines to give complementary access to the executive lounge facilities to their select passengers (such as business class passengers), as per the mutually agreed terms and conditions between the Airline and the selected bidder.
 - ii.** Have an arrangement with the corporates, credit card companies, banks, loyalty program entities, etc. to offer complementary access to the executive lounge facilities to the select walk-in-passengers (carrying the corporate card, select credit card or debit card, loyalty card, etc.), as per the mutually agreed terms and conditions between the concerned entity and the selected bidder.
 - iii.** Provide access to the executive lounge facilities to the walk-in-passengers on payment basis as per the packaged services availed by the passenger. It is reiterated that sale A' la carte F&B items is strictly prohibited and any deviation shall constitute breach of agreement.

B. SERVICE STANDARDS

- 1.** The concessionaire shall, at all times comply with the following service standards and such other standards specified by Authority from time to time.



2. The concessionaire shall ensure that the Executive Lounge Facility is operated in uninterrupted manner during the entire operation hours. The concession shall further ensure that sufficient staff shifts shall be arranged according to confirm the round the clock operation.
3. The concessionaire shall ensure and provide, at all times professional, efficient and prompt, polite and courteous service to all passengers without discrimination whatsoever and in an honest and business-like manner and shall improve the standard of service offered at facilities being operated under as per the scope of the Agreement.
4. The concessionaire shall be liable to maintain a complaint register (either in hard copy or electronic form) at the location and shall ensure that all complaints are recorded in the complaint register with the action taken report for each of the complaints received. Immediately after a complaint is registered, the concessionaire shall acknowledge the complaint stating the date and complaint number. The concession shall ensure that all complaints are addressed on the spot, but in any case, not later than 48 hours within the receipt of the complaint, in the event it is not possible to address the complaint on the spot. In the event, any complaint is received against the employee of the concessionaire deployed at any of the location or otherwise, Authority shall have the right to require the concessionaire to remove such personnel and replace him.
5. The concessionaire shall at all-time remove the waste materials and / or garbage with extreme care and dispose the same at garbage collection box as per the guidelines issued by Authority from time to time.
6. The concession shall report to authority any incident, accident, theft, damages occurred at the location promptly.
7. The concessionaire shall ensure that the required assistance is extended to all the disabled, physically challenged and elderly passengers / visitors at the lounge.
8. All the facilities and equipment at lounge are to be maintained in good condition as per the industry standards. Facilities / equipment which are non-functional or damaged should immediately be replaced at concessionaire's own cost.
9. The concessionaire shall provide the following minimum service in the lounge :
 - a. Selection of hot and cold beverages to be served to the guests of the lounge and display the service of choice of hot and cold beverages such as tea / coffee, juice.
 - b. Bottled water and aerated beverage to guests of lounge.
 - c. Selection of cold and hot snacks.
 - d. The attendant apart from serving the guest shall also clear the tables promptly, clean the dishes and keep the pantry clean at all times.
 - e. The concessionaire shall provide all necessary equipment including chinaware, cutlery, glasses, napkins, coasters, dollies and trays of suitable standard as fits high class lounge facility.
 - f. The concessionaire shall also provide adequate staff to be at each lounge per shift so that the attendants are present at all times when the lounge is operational, every day including Sundays and holidays, the employee deployed to be in proper uniform with name tag. The staff has to provide professional, efficient, polite and courteous service to all the guests without discrimination, in an honest and business-like manner and to improve upon the standard of service.



- g. The cleanliness and the up-keep of the lounge area would be the responsibility of the concessionaire.
- h. The reception area of the lounge shall be always manned by the staff of the concessionaire.
- i. The concessionaire shall ensure the availability of the attendant in proper uniform at all times and maintain cleanliness of the locations and pantry area.
- j. All the expenses towards providing lounge services to passengers including service equipment, staffing, etc. shall be borne by the successful bidder.
- k. The licensee shall ensure that an active, qualified and experienced manager or a qualified subordinate in managers' absence will supervise the proposed operation. The manager or qualified subordinate will be required to be available at the lounge during business hours and any time in case of emergency.

10. Manpower Deployment and their service condition :

- a. The licensee shall engage and deploy sufficient numbers of skilled and experienced personnel for the execution and performance of services as defined in scope of work.
- b. Staff should be physically fit for the intended purpose and have fulfilled the BCAS AEP requirement.
- c. The staff deployed by the licensee shall be able to orally communicate in three languages, i.e. in local language, English and Hindi.
- d. The licensee shall provide adequate training in respect of following :
 - (i) General orientation in respect of working in an Airport set up.
 - (ii) Service quality to be provided by its employees under the scope of the license.
 - (iii) General business etiquette and grooming.
 - (iv) Refresher training programs from time to time so as to continue and maintain service levels as per the prevailing industry standards.
- e. The licensee will solely be responsible for service conditions (including payment of minimum wages, bonus, PF, ESI, Insurance and other compliances, etc. as per prevailing laws of the land) of workmen employed by the licensee for the purpose of carrying out the functions under the contract.
- f. There will be no direct employee-employer relation between AAI and workmen.
- g. The staff deployed by the licensee shall depict a professional, well groomed, and pleasant personality who caters to passenger needs at all times.
- h. Neat and clean uniform of approved design shall be worn by staff at all times while on duty along with identity cards and name badges.
- i. In case any damage / loss is caused to any property of AAI or of the passenger(s) by the workers / staff 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.

11. Performance Evaluation :

- a. Evaluation of performance of licensee will be based on the following parameters :
 - (i) Outstanding Dues.

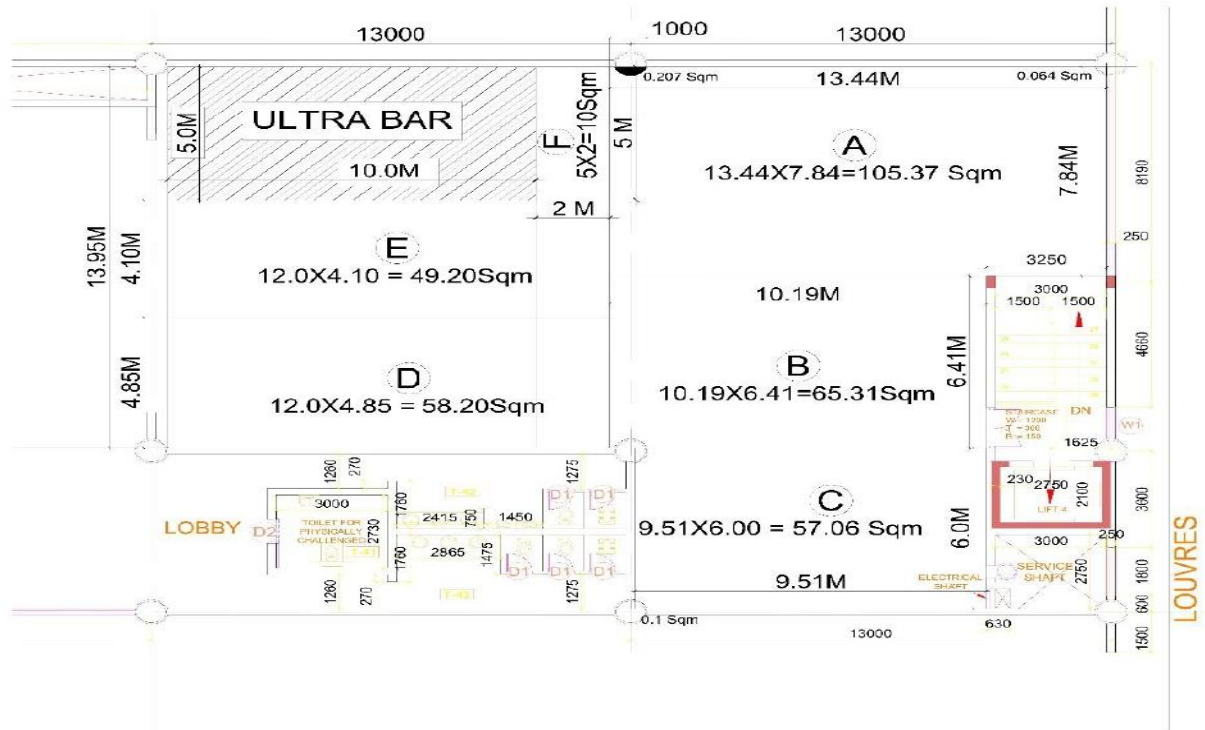


- (ii) Continuity and Quality of Service : Evaluation based on passenger feedback and number of complaints received and the licensee's response to those complaints.
 - (iii) Compliance towards statutory requirements.
 - (iv) Staff behavior and compliance to norms.
- b.** Penalties shall be imposed on the licensee as per Schedule of Penalties given in Appendix 3.
- c.** The Agreement may be Terminated by AAI on a short notice on account of unsatisfactory performance.



CONCESSION AREA LAYOUT
LOCATION DIAGRAM (Not to Scale)

IDENTIFIED AREA OF EXECUTIVE LOUGE IN SHA FIRST FLOOR,
TERMINAL 1, BPI AIRPORT, BHUBANESWAR

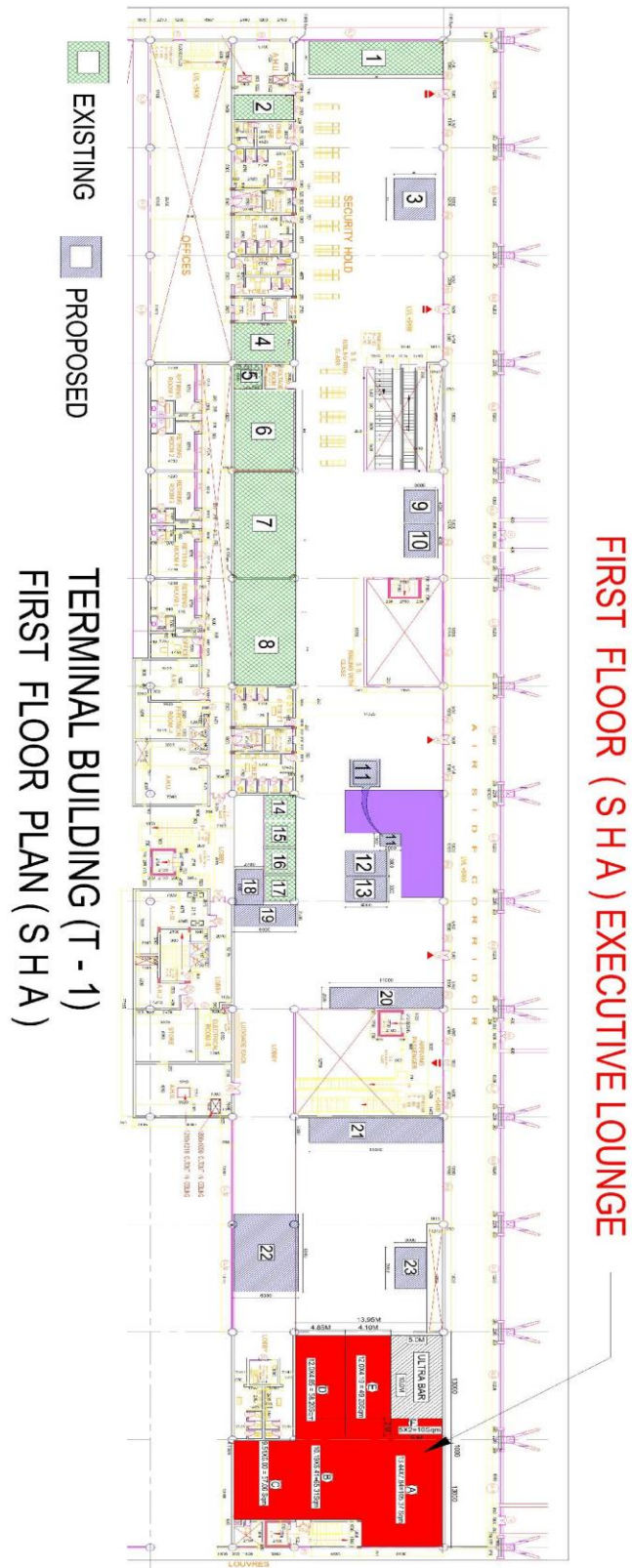


Total Area : 345.14 sqm

- A) 105.37 sqm**
- B) 65.31 sqm**
- C) 57.06 sqm**
- D) 58.20 sqm**
- E) 49.20 sqm**
- F) 10.00 sqm**

Total = 345.14 sqm





The layout plan is under approval from BCAS. This layout plan may be changed subject to operational requirements and for compliance of BCAS observations.

SCHEDULE OF PREMISES

AT BHUBANESWAR AIRPORT

1. AREA TO BE ALLOTTED : 345.14 sqms in SHA First Floor (AC Space)
2. LOCATION : At SHA First Floor
3. PURPOSE : Executive Lounge.

SIGNATURE OF THE LICENSEE



ANNEXURE: B

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 notarized)

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 ofagedyears and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our 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

2.....

For
(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

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 in applicant letter head)

Date : _____

To
The Airport Director,
Airports Authority of India
Bhubaneswar Airport.

Subject: Acceptance of AAI's Tender Conditions

Sir,

The Tender Document for the **“EXECUTIVE LOUNGE AT SHA FIRST FLOOR at Bhubaneswar Airport Terminal 1”** have 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 hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. **The contents of Clause 18 of Notice inviting 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 a 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 & Guidelines of the 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 & Guidelines of the 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 the 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. 50000/- (Rupees Fifty 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. 32,88,000/- (Rupees Thirty Two Lakh Eighty Eight Thousand 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 , 20__.

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



Details of Bidder

1.	Details of Bidder/Lead Member	
(a)	Name:	
(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



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

Based on the audited records of the company, this is to certify that.....(*Name of Bidder/Lead Member of Consortium*) has an operating experience of at least _____() years in _____business and has presence in the _____ in the following locations.

No	Location	Location	Date of commencement of Business

We further certify that, based on the audited accounts ... (*name of Bidder/ Member of Consortium*) has a turnover from _____, as per details below.

Financial Year	Turnover (in INR lakh)
Total	Rs lakh

Average annual turnover during the above three financial years from _____ is INR _____ lakhs.

Signature

Name & Membership No of Chartered Accountant/Statutory Auditor

Seal of the audit firm:

Date



FORMAT FOR LETTER OF UNDERTAKING

[SELF-DECLARATION OF THE BIDDER THAT THE FURNISHED INFORMATION FOR
EXPERIENCE IS TRUE, TO BE SUBMITTED ON COMPANY LETTER HEAD]

Sir,

I, _____, on behalf of _____ do hereby affirm and
declare that 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.

I understand that concealment of facts and giving false information is a punishable
offence and the agency _____ can be barred and legal action may be taken as per
the relevant provisions of law.

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____



ANNEXURE: G

DECLARATION

I

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

1. I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India:

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

(In case of no contracts in AAI controlled Airports, 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 do not have any conflict of interest as detailed in **Clause 10 of General Information and Guidelines** of tender document.
7. 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



PRE CONTRACT INTEGRITY PACT

The Bidder(s) / Concessionaires shall sign and submit the Pre / Post Contract Integrity Pact (as the case may be) in the prescribed format along with other tender / RFP documents failing which the tenderer will be disqualified.

FORMAT OF INTEGRITY PACT

(To be submitted by the Bidder as a part of Technical bid documents and also to be signed by the Selected Bidder within the Business Incubation Period after issuance of LOIA by Authority)

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin India, 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 Directors, officers, or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part AND

.....represented by of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/contract forThe Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" (TI) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to



Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following -

3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party



related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 (i) The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.

3.2 (ii) The Bidder /Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates/affiliates.

3.4 The Bidder/Contactor shall when presenting his bid discloses any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details,



including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder/Contractor will inform to the Independent External Monitor.

- i) If he receives demand for an illegal/undue payment/benefit.
- ii) If he comes to know of any unethical or illegal payment/benefit.
- iii) If he makes any payment to any Authority's Associate(s)

3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor (s) and associate(s) whose value of the work contribution exceeds **Rs 0.5 Crores.** (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.



4.4 That sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.

4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.

(iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.



(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.



However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates

That if the Authority receives any information of conduct of a Bidder/Contractor or Sub-Contractor or of an employee or a representative or an Associate(s) of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associate(s). The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associate(s) with confidentiality.

8.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.



8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Monitor' would include singular and plural.

8.10 Bidder / Concessionaire / person signing Integrity Pact shall not approach the Court while representing the matters to IEMs and he/ she will await their decision in the matter.

9 Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10 Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

11 Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12 Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of



brides and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14 The parties hereby sign this Integrity Pact at _____ on _____

Buyer Name of the Officer Designation Deptt./Ministry/PSU Witness 1. _____ 2. _____	Bidder Witness 1. _____ 2. _____
--	--

The details of the Independent External Monitors for implementation of the aforesaid Integrity Pact are given below:

1) Shri. Prabhat Ranjan Acharya, IA & AS (Retd.), Flat No. 501, Ganga Block No.1, Pocket D-6, Vasant Kunj, New Delhi-110070

Email: prabhatacharya@gmail.com

2) Shri. Kuldip Kumar Peshin, CE & MES (Retd.), W2B046, Wellington Estate, DLF-5, Gurgaon (Haryana) -122009

Email: kkpeshin@yahoo.com



ANNEXURE: I

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

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

SIGNATURE OF TENDERER

- NB:
1. In case of NIL report, Performa must 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 :
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 up to **30/09/2024**.....(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 : K (Appendix –I)

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 Licensor (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 the 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 (Rupees...../USD.....) 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 up to _____ 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 _____ during the currency of the contract and 6 months thereafter.
- ii. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to 180 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:



Advisory : For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; AAI have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

➤ For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format **IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment)** via SFMS (Structured Financial Messaging System) as provided by RBI.

➤ In the event of BG issuing/amending bank **not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details** at least in the below field, **BG confirmation through online portal would not be updated.**

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

➤ BG advising message IFN 760COV/ IFN 767COV via SFMS

➤ **IFSC CODE : ICIC0000007**

➤ **Corporate Name- Airport Authority of India**

Field Number

Particulars (to be mentioned in row 1)

7037

AAIBHUBNESWAR

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV / IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
BHUBNESHWAR	bgv.bhubneswar@aai.aero	AAIBHUBNESHWAR



**Request Letter : Transmission of Bank Guarantee Cover Message
< to be submitted by applicant to BG issuing bank >**

Date :

The 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/Madam,

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)



ANNEXURE : L

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 s 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:



ANNEXURE : M**CHECKLIST FOR BIDDERS**

S.No.	Particulars	Details & Page Number of Technical Bid
1.	Type of Facility / Concession	Executive Lounge at SHA First Floor (T-1), BPI Airport, Bhubaneswar
2.	Period of license/ concession	5 (Five) Years
3.	Tender Fee	Rs. 50,000/- (Rupees Fifty Thousand only)
6.	Earnest Money Deposit	Rs. 32,88,000/- (Rupees Thirty Two Lakh Eighty Eight Thousand Only)
7.	Gross area for license	345.14 sqm
8.	Minimum Reserved Licensed Fee/MMG	Rs. 1,03,77,482/- (Rupees One Crore Three Lakh Seventy Seven Thousand Four Hundred Eighty Two Only) Per Month plus Applicable Taxes & Charges.
9.	Revenue Share (%)	NIL
10.	Eligibility Criteria	As per para 10 of NIET
11.	Technical Qualification	As per para 10 (A) of NIET
12.	No Dues Certificates (as on 30.09.2024)	
13.	Financial Qualification	As per para 10 (B) of NIET
14.	Space Rent for AC space	Rs. 1250/- (AC Space Rent) per sqm per month
15.	Space Rent for Non-AC space	Rs. 830/- (Non AC Space Rent) per sqm per month
16.	Applicable Space Rent	NIL
17.	Utility Charges	10% of normal space rent or as may be notified by AAI from time to time.
18.	Electricity & Water Charges	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.
19.	CAM Charges (Master Concessionaire)	Not Applicable.
20.	Applicable Govt. taxes (GST, etc.)	As per Govt. of India guidelines.
21.	Gross Turnover	The bidder must have an Annual Turnover at least Rs. 12.45 crore (equivalent to 12 Months' MRLF or Rs. 5 Crore, whichever is higher) in any of the Financial Years during the last seven years, in accordance with the audited financial statement duly certified by a statutory auditor
22.	Experience Certificates	Not applicable.
23.	Fulfilment of LOIA conditions within Incubation Period	30 Days.
24.	Gestation Period	120 Days.



25.	Security Deposit Towards LF	Six months Licence Fee.
26.	Security Deposit Towards Electric & Water Charges	Security Deposit for utilities charges will be determined equivalent to 5% of annual license fee subject to minimum deposit of Rs. 10, 000/- and a maximum deposit of Rs.10 lakhs. The said Security Deposit will cover Security Deposits towards all types of utilities (such as Electricity, Water, Data Port, Telephone etc.).

Important Dates :

S. No.	Activity	Scheduled Dates and Time
1.	Download/Sale of e-Tender Document from NIC CPP portal	From 05.11.2024 to 11.12.2024 Up to 1400 Hrs.
2.	Last date of submission of query in CPP Portal	Up to 1530 hrs on 29.11.2024
3.	Reply of query by AAI	Up to 1530 hrs on 03.12.2024
4.	Online submission of Bids / Proposal(s) (Technical Bid as well as Financial Bid) on e-tender portal	UP TO 1530 hrs on 11.12.2024.
5.	Opening of Technical Bids / Proposal(s) (online only)	ON 12.12.2024 AT 1600 Hrs.
6.	Opening of Financial Bids / Proposal(s) (online only)	ON 02.01.2025 AT 1100 Hrs.



Major Airlines and Passenger Traffic data

Following Airlines are presently operating at Biju Patnaik International Airport.

1. Indigo
2. Air India Ltd.
3. Alliance Air
4. Akasa Airlines
5. IndiaOne Air
6. Air India Express
7. Air Asia Berhad.

Month/ Yr.	2024	2023	2022	2021	2020	2019
January	3,70,362	3,51,349	2,37,305	2,12,767	3,52,386	3,68,728
February	3,64,825	3,24,429	1,94,659	2,28,229	3,01,444	3,26,029
March	3,89,550	3,57,965	2,80,156	2,20,586	1,84,215	3,46,735
April	3,71,211	3,82,885	2,74,385	1,44,815	68	3,28,473
May	3,74,558	3,93,463	2,79,835	33,063	8,918	3,24,546
June	3,76,129	3,96,354	2,74,349	69,866	57,803	3,45,311
July	3,53,058	3,55,778	2,45,232	1,06,519	63,347	2,92,574
August	3,82,393	3,67,088	2,44,587	1,52,811	92,404	2,81,706
September	3,68,933	3,72,271	2,61,533	2,52,131	1,43,287	2,96,175
October		3,77,354	3,05,578	2,03,166	1,73,494	2,88,375
November		3,67,348	3,38,880	2,58,377	1,78,686	2,99,605
December		3,90,052	3,66,747	2,87,004	1,86,067	3,06,549

The above traffic Data is total of Domestic and International together.

For detailed traffic information you may visit the link below:

<https://www.aai.aero/en/business-opportunities/aai-traffic-news>

- The Biju Patnaik International Airport (BPIA) in Bhubaneswar, India handled over 4.6 million passengers and more than 9,800 metric tons of cargo in the 2023-2024 fiscal year:
- **Passengers:** The airport saw a 26.9% increase in passenger traffic compared to the previous year.
- **Cargo:** The airport handled over 9,800 metric tons of cargo.



- **Aircraft movements:** The airport saw a 15% increase in aircraft movements, with 35,368 aircraft movements in 2023-2024 compared to 30,745 in 2022-2023.
- **BPIA is the 14th busiest airport in India and the 11th busiest airport maintained by the Airports Authority of India.**

Airport	Fltno.A	Fltno.D	Airl.Desig. AD	Actyp	Seats	Last	Icao Last Station	ATime	DTime	Next	Icao Next Station	From	To	Season	DOOP	ATerm	DTerm	AHIST Stat	DHIST Stat
BBi	6197	6187	6E	32N	186	HYD	VOHS	1755	1825	HYD	VOHS	27-Oct-24	29-Mar-25	W24	1230567	T1	T1	N	N
BBi		6913	6E	32N	186				0650	GAU	VEGT	27-Oct-24	27-Oct-24	W24	0000007		T1		N
BBi		109	I7	CN1	9				0700	PYB	VEJP	27-Oct-24	29-Mar-25	W24	1234567		T1		CR
BBi		101	I7	CN1	9				1105	UKE	VEUK	27-Oct-24	29-Mar-25	W24	1234567		T1		CR
BBi		1017	6E	32N	186				2130	SIN	WSSS	29-Oct-24	29-Mar-25	W24	0200060		T2		CL
BBi		1065	6E	32N	186				2245	BKK	VTBD	28-Oct-24	28-Mar-25	W24	1000500		T2		CRT
BBi	6367	6793	6E	32N	186	BOM	VABB	0635	0705	CCU	VECC	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	1018		6E	32N	186	SIN	WSSS	0645				27-Oct-24	27-Oct-24	W24	0000007	T2		CRT	
BBi	1066		6E	32N	186	BKK	VTBD	0645				29-Oct-24	29-Mar-25	W24	0200060	T2		CRT	
BBi	1018		6E	32N	186	SIN	WSSS	0645				30-Oct-24	26-Mar-25	W24	0030007	T2		CRT	
BBi	3655	3656	IX	7M8	176	HYD	VOHS	0655	0740	HYD	VOHS	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2064	5061	6E	32Q	232	DEL	VIDP	0710	0750	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	1151	1152	IX	7M8	176	DEL	VIDP	0745	0815	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	288	141	6E	32N	186	MAA	VOMM	0755	0825	MAA	VOMM	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2931	2932	IX	7M8	127	HYD	VOHS	0825	0855	HYD	VOHS	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	7623	7035	6E	AT7	78	CCU	VECC	0840	0900	VNS	VIBN	27-Oct-24	15-Dec-24	W24	1030507	T1	T1	N	N
BBi	7623	7265	6E	AT7	78	CCU	VECC	0840	0900	IXD	VIAL	29-Oct-24	14-Dec-24	W24	0204060	T1	T1	N	N
BBi	7623	7265	6E	AT7	78	CCU	VECC	0840	0900	IXD	VIAL	01-Feb-25	29-Mar-25	W24	0204060	T1	T1	N	N
BBi	7623	7035	6E	AT7	78	CCU	VECC	0840	0900	VNS	VIBN	02-Feb-25	28-Mar-25	W24	1030507	T1	T1	N	N
BBi	6242	718	6E	32Q	232	HYD	VOHS	0845	0920	HYD	VOHS	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2757	2758	IX	320	180	BLR	VOBL	0855	0930	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	785	786	UK	32N	164	DEL	VIDP	0905	0940	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	CL	CL
BBi	2639	2640	IX	7M8	176	MAA	VOMM	0930	1000	MAA	VOMM	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	702	703	6E	32Q	232	BLR	VOBL	0940	1010	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2301	2304	6E	32Q	232	BOM	VABB	1000	1030	BOM	VABB	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	7623	7035	6E	AT7	78	CCU	VECC	1010	1040	VNS	VIBN	16-Dec-24	31-Jan-25	W24	1030507	T1	T1	N	N
BBi	7623	7265	6E	AT7	78	CCU	VECC	1010	1040	IXD	VIAL	17-Dec-24	30-Jan-25	W24	0204060	T1	T1	N	N
BBi	2406	1606	QP	7M8	189	BLR	VOBL	1020	1120	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1		
BBi	209	103	I7	CN1	9	PYB	VEJP	1030	1055	PYB	VEJP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	CR	CR
BBi	937	254	6E	32N	186	BLR	VOBL	1035	1110	GOX	VOGA	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	7351	7504	6E	AT7	78	CCU	VECC	1105	1130	RDP	VEDG	27-Oct-24	28-Mar-25	W24	1030507	T1	T1	N	N
BBi	7351	7504	6E	AT7	78	CCU	VECC	1105	1130	RDP	VEDG	29-Oct-24	29-Mar-25	W24	0204060	T1	T1	N	N
BBi	6394	6485	6E	32N	186	PAT	VEPT	1110	1155	PAT	VEPT	27-Oct-24	14-Dec-24	W24	1234567	T1	T1	N	N
BBi	6394	6485	6E	32N	186	PAT	VEPT	1110	1155	PAT	VEPT	01-Feb-25	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2615	2616	6E	32Q	232	DEL	VIDP	1155	1230	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	6521	6522	6E	32N	186	RPR	VARP	1210	1240	RPR	VARP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N



BBi	6214	6101	6E	32Q	232	CCU	VECC	1220	1255	CCU	VECC	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	787	788	UK	32N	164	DEL	VIDP	1240	1315	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	CL	CL
BBi	1097	1097	IX	320	180	CCU	VECC	1240	1320	PNQ	VAPO	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	6911	6912	6E	32Q	232	HYD	VOHS	1300	1330	HYD	VOHS	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	745	745	9I	AT7	70	CCU	VECC	1310	1335	RRK	VERK	27-Oct-24	28-Mar-25	W24	1030507	T1	T1	N	N
BBi	7036	7352	6E	AT7	78	VNS	VIBN	1325	1520	CCU	VECC	27-Oct-24	15-Dec-24	W24	1030507	T1	T1	N	N
BBi	7266	7352	6E	AT7	78	IXD	VIAL	1325	1520	CCU	VECC	29-Oct-24	14-Dec-24	W24	0204060	T1	T1	N	N
BBi	7266	7352	6E	AT7	78	IXD	VIAL	1325	1520	CCU	VECC	01-Feb-25	29-Mar-25	W24	0204060	T1	T1	N	N
BBi	7036	7352	6E	AT7	78	VNS	VIBN	1325	1520	CCU	VECC	02-Feb-25	28-Mar-25	W24	1030507	T1	T1	N	N
BBi	6535	6536	6E	32N	186	BLR	VOBL	1405	1435	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2759	2759	IX	320	180	BLR	VOBL	1410	1440	CCU	VECC	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	1239	1240	IX	320	180	BOM	VABB	1425	1455	BOM	VABB	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	746	745	9I	AT7	70	RRK	VERK	1430	1500	RRK	VERK	29-Oct-24	29-Mar-25	W24	0204060	T1	T1	N	N
BBi	7266	7352	6E	AT7	78	IXD	VIAL	1450	1520	CCU	VECC	17-Dec-24	30-Jan-25	W24	0204060	T1	T1	N	N
BBi	7036	7352	6E	AT7	78	VNS	VIBN	1500	1520	CCU	VECC	16-Dec-24	31-Jan-25	W24	1030507	T1	T1	N	N
BBi	746	747	9I	AT7	70	RRK	VERK	1540	1605	JRG	VEJH	27-Oct-24	28-Mar-25	W24	1030507	T1	T1	N	N
BBi	1572	1384	QP	7M8	189	BLR	VOBL	1615	1650	BLR	VOBL	03-Nov-24	29-Mar-25	W24	1234567	T1	T1	CRTS	CRTS
BBi	201		I7	CN1	9	UKE	VEUK	1625				27-Oct-24	29-Mar-25	W24	1234567	T1		CR	
BBi	5197	5054	6E	32N	186	BOM	VABB	1630	1700	BOM	VABB	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	203		I7	CN1	9	PYB	VEJP	1650				27-Oct-24	29-Mar-25	W24	1234567	T1		CR	
BBi	7583	7361	6E	AT7	78	CCU	VECC	1655	1715	IXR	VERC	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	1488	1487	6E	32N	186	DXB	OMDB	1700	1755	DXB	OMDB	28-Oct-24	28-Mar-25	W24	1030500	T2	T2	CRT	CRT
BBi	205		I7	CN1	9	IXW	VEJS	1710				29-Mar-25	29-Mar-25	W24	0000060	T1		CR	
BBi	205	105	I7	CN1	9	IXW	VEJS	1710	0630	IXW	VEJS	27-Oct-24	28-Mar-25	W24	1234567	T1	T1	CR	CR
BBi	1129	1130	IX	7M8	176	DEL	VIDP	1720	1750	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2760	2760	IX	320	180	CCU	VECC	1725	1755	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2704	2705	IX	320	180	BLR	VOBL	1745	1815	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1034567	T1	T1	N	N
BBi	2704	2705	IX	320	180	BLR	VOBL	1745	1815	BLR	VOBL	29-Oct-24	25-Mar-25	W24	0200000	T1	T1	N	N
BBi	1098	1098	IX	320	180	PNQ	VAPO	1805	1835	CCU	VECC	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	748	748	9I	AT7	70	JRG	VEJH	1830	1855	CCU	VECC	27-Oct-24	28-Mar-25	W24	1030507	T1	T1		
BBi	179	936	6E	32N	186	GOX	VOGA	1840	1910	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	2935	2936	IX	7M8	176	HYD	VOHS	1845	1915	HYD	VOHS	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	7505	7584	6E	AT7	78	RDP	VEDG	1905	1925	CCU	VECC	27-Oct-24	28-Mar-25	W24	1030507	T1	T1	N	N
BBi	7505	7584	6E	AT7	78	RDP	VEDG	1905	1925	CCU	VECC	29-Oct-24	29-Mar-25	W24	0204060	T1	T1	N	N
BBi	6013	6654	6E	32N	186	AMD	VAAH	1915	1950	AMD	VAAH	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	143	145	6E	32N	186	MAA	VOMM	1940	2010	MAA	VOMM	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBi	6717	5146	6E	32N	186	CCU	VECC	1950	0810	BOM	VABB	27-Oct-24	28-Mar-25	W24	1234567	T1	T1	N	N
BBi	781	782	UK	32N	164	DEL	VIDP	1955	2030	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	CL	CL
BBi	2023	2024	6E	32N	186	DEL	VIDP	2010	2050	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N



BBJ	545	546	UK	32N	180	BOM	VABB	2020	2100	BOM	VABB	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	CLS	CLS
BBJ	7362	7117	6E	AT7	78	IXR	VERC	2025	2140	CCU	VECC	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBJ	1976	1977	IX	320	180	BOM	VABB	2035	2125	BOM	VABB	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBJ	6199	631	6E	32N	186	BOM	VABB	2045	2115	HYD	VOHS	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBJ	1174	1175	IX	320	180	DEL	VIDP	2120	2200	DEL	VIDP	15-Dec-24	07-Feb-25	W24	1234567	T1	T1	N	N
BBJ	1172	1173	IX	320	180	DEL	VIDP	2130	2320	DEL	VIDP	27-Oct-24	28-Mar-25	W24	1234567	T1	T1	N	N
BBJ	411	611	6E	32N	186	BLR	VOBL	2155	2240	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBJ	6914	6366	6E	32N	186	GAU	VEGT	2205	2310	BOM	VABB	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBJ	2201	2202	6E	32N	186	DEL	VIDP	2220	2250	DEL	VIDP	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBJ	2805	2806	IX	320	180	BLR	VOBL	2230	2300	BLR	VOBL	27-Oct-24	29-Mar-25	W24	1234567	T1	T1	N	N
BBJ	1572	1383	QP	7M8	189	BLR	VOBL	2230	2315	BLR	VOBL	02-Nov-24	02-Nov-24	W24	0000060	T1	T1	CRTS	CRTS
BBJ	1572	1384	QP	7M8	189	BLR	VOBL	2235	2315	BLR	VOBL	27-Oct-24	01-Nov-24	W24	1234507	T1	T1	CRTS	CRTS
BBJ	922		6E	32N	186	HYD	VOHS	2300				29-Mar-25	29-Mar-25	W24	0000060	T1		N	
BBJ	922	6913	6E	32N	186	HYD	VOHS	2300	0650	GAU	VEGT	27-Oct-24	28-Mar-25	W24	1234567	T1	T1	N	N
BBJ	31	30	AK	320	186	KUL	WMKK	2320	2350	KUL	WMKK	29-Oct-24	29-Mar-25	W24	0204060	T2	T2	Y	Y
BBJ	1114	1110	IX	320	180	DEL	VIDP	2340	0020	DEL	VIDP	27-Oct-24	14-Dec-24	W24	1234567	T1	T1		
BBJ	1114	1110	IX	320	180	DEL	VIDP	2340	0020	DEL	VIDP	08-Feb-25	29-Mar-25	W24	1234567	T1	T1		

Passenger Projection :

- Biju Patnaik International Airport (BPIA) in Bhubaneswar, India handled over 4.6 million passengers and more than 9,800 metric tons of cargo in the 2023-2024 fiscal year:
- **Passengers:** The airport saw a 26.9% increase in passenger traffic compared to the previous year.

In comparison to 2023 to 2024 growth by 8% is projected in 2024 to 2025.
In comparison to 2024 to 2025 growth by 12% is projected in 2025 to 2026.
In comparison to 2025 to 2026 growth by 12% is projected in 2026 to 2027.
In comparison to 2026 to 2027 growth by 18% is projected in 2027 to 2028.



**CONSENT LETTER
(To be part of Online Form for Mediation)**

To

(Tender Accepting Authority)

.....

.....

Sub : Consent regarding Mediation.

Madam / Sir,

I / We have entered into agreement for with
.....related toAirport.

I / We hereby request to initiate mediation proceedings instead of Dispute Resolution Committee / Board. We agree to be governed by AAI Mediation Policy, 2022. This shall form part of agreement, dated

Thanking you,

Yours faithfully,

(_____)

Authorized Representative.

Date : _____



A. STANDARD OPERATING PROCEDURE (SOP)

- 1.1 Upon receipt of request through Online Portal for reference of dispute to MCIE by either party, whether AAI or Concessionaire/Contractor/ Stakeholder, as the case may be, Nodal Officer shall within 03 working days send the request to the concerned Contract Management Committee (CMC).
- 1.2 CMC shall obtain and examine the correspondence/ documents of the parties relating to the disputes, preferably within 30 days, hold discussion with the parties and crystalize the issues; prepare the agenda containing the gist on each dispute; schedule the Mediation Seating of MCIE by circulating the meeting notice and the agenda after obtaining the necessary approvals of the appropriate authorities. All appropriate authorities shall accord priority to such approvals which are expected to be accorded within 05 working days along with deputing an authorized representative on behalf of AAI. Similarly, the opposite party shall also provide details of their authorized representative who would be presenting the issue before the MCIE duly supported by their resolution or authorization as the case may be.
- 1.3 Both parties & MCIE shall meet on the date fixed, discuss the agenda and explore the possibilities of settlement. MCIE is expected to meet in short intervals to complete the mediation within the period of 120 days.
- 1.4 The mediation may be successful or partially successful or may fail, whatever be the outcome, the MCIE with the assistance of CMC will issue the Minutes after each meeting, clearly indicating the outcome/conclusions of each meeting and along with the reasons of the final/concluding meeting.
- 1.5 In the event of mediation being successful, the Contract Management Committee shall prepare the Settlement Agreement for approval of the competent authority as per DoP (Delegation of Power).
- 1.6 Mediation fee and other expenses as per Annexure N, Appendix-1 to be shared equally by both the parties
- 1.7 Parties and participants in the mediation shall keep confidential the following matters relating to the mediation proceedings, namely:
 - (i) acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
 - (ii) acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
 - (iii) documents prepared solely for the conduct of mediation or in relation thereto.

This clause shall not be applicable to execution, implementation and enforcement of the Settlement Agreement.

1.7.1 No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants including the mediator, whether conducted in person or online to ensure confidentiality of the conduct of mediation proceedings.

1.7.2 No party to the mediation or any third party shall in any proceeding before a court or tribunal including arbitral tribunal, rely on or introduce as evidence any information or communication set forth in Clause 1. 7 (i) to (iii) above, including any information in electronic form, or verbal communication in any court or tribunal including any quasi-judicial authority.

1.7.3 The Mediator may disclose general information concerning the matters that have been subject of mediation without disclosing the specific details as mentioned in Clause 1. 7.

- 1.8 All the submissions made by the party recorded in the minutes of mediation proceeding shall be duly signed by MCIE and the parties. Formal pleadings to be avoided to the extent possible except acknowledgments of notices, opinion and expert advices issued and obtained by the MCIE and /or Contract Management Committee.



1.8.1 As far as possible, mediation be attended by the Authorized representative of the parties who are capable of giving and accepting offers and acceptance.

1.8.2 The arguing counsels shall not be permitted to present the matter before the MCIE unless so specifically permitted by MCIE.

1.8.3 Authorized representatives, presenting on behalf of AAI shall be guided by the internal guidelines issued in this regard from time to time.

B. PANEL OF MEDIATORS FOR CONSTITUTING THE MEDIATION COMMITTEE OF INDEPENDENT EXPERTS :

Panel of Independent Experts shall comprise of the following:

- a. Retired, High Court & Supreme Court Judges;
- b. Retired, Secretary & Additional Secretary to Government of India, Chief Secretary & Additional Chief Secretary of State Government;
- c. Retired, Chairman, AAI, and Board Member, AAI;
- d. Retired, Director General & Additional Director General of CPWD, PWD MES;
- e. Retired, Chairman & Members of Railway Board;
- f. Independent External Monitors deputed by CVC for AAI for the cases where they were/are IBM.
- g. Law Officers retired from PSUs/ Government Department to the level of General Manager & above.

Depending upon the response to this mechanism, the work load and requirements for speedy settlement of disputes, the panel may be expanded further with the approval of the Chairman, AAI.

2.1 Mediation Committee of Independent Experts, generally, shall comprise of the following:

- (i) A member from concerned field of the dispute.
- (ii) A member from administrative background
- (iii) A member from the legal background

In case the dispute involved is of such a nature that can be resolved by an individual mediator, such dispute shall be referred to an individual mediator from the panel.

2.2 A reference for mediation shall be referred to the MCIB or an individual Mediator on 'rotational basis' depending upon the nature of dispute and stake involved at the sole discretion of concerned member or Chairman, AAI.

2.2.1 An individual mediator to be appointed in cases where the total disputed amount (claim & counter claim) is below Rs. 10 crores.

2.3 Broad Terms and Conditions and the Terms of Reference of the Mediation Committees are enclosed as **Appendix -1**.

2.4 CMC shall be headed by the committee member of the concerned Directorate who would be provided all requisite assistance by the other committee members.

2.5 The following matters shall not be referred to mediation :

- (i) Tax matters;
- (ii) Involving fraud and forgery;
- (iii) Involving right of third party;
- (iv) Relating to acquisition of land and payment of compensation or
- (v) Any dispute which is not permissible to be referred to mediation under law or has some other recognized mechanism, e.g. conciliatory authority for labour disputes, ongoing matters capable of being referred to Mediation Centre of respective Courts/ High Courts.



Mediation Committee of Independent Experts Board
Terms & Conditions and Terms of Reference

1. The Panel of Independent Experts approved under this Policy shall remain valid for a period of three years from the date of empanelment. Depending upon the response from the contesting parties and the workload, the panel may be suitably expanded from time to time with the approval of the Chairman, AAI.

2. Fee of mediators:

- a. **Sitting Fee:** Each member of the MCIE shall be paid a fee of Rs. 1,00,000/- per sitting. This fee shall be inclusive of hotel accommodation. Meeting venue for mediation proceedings shall be provided by AAI. In case such venue is arranged outside AAI premises, cost of booking the venue shall be borne by both the parties equality.
- b. **Local Transportation charges & other expenses:** Each member shall be paid Rs.5000/- for local transport charges for each day of proceedings. An outstation member shall be reimbursed the air-fare (Business class) in addition to transport charges. Applicable taxes, if any, shall also be reimbursed as per actuals.
- c. **Withdrawal from Mediation:** In case, either of the party withdraws from mediation on the first sitting itself, a member of the MCEIE would be entitled only for one fourth of the actual fee in addition to other charges.
- d. **Cancellation/Postponement of proceedings:** Cancellation or postponement of the proceeding shall be intimated in advance. In the event when mediation proceeding has not taken place due to any reasons(s), no fee shall be payable to the members of the MCIE.
- e. **Full day proceedings:** A full day proceeding which may commences pre-lunch and continues post-lunch shall be treated as one proceeding.

Individual Mediator shall be paid the same fee as that payable to a Member of MCIE and no additional fee/charges shall be payable.

2. It is expected that the mediation proceedings shall be completed in each case through 05 sittings in a period of not more than 120 days from the date of reference to MCIE. Number of sittings may be further extended up to 05 sittings to be concluded in another 120 days after obtaining specific approval from the concerned Member/ Chairman, AAI.
3. The MCIE may hold as many sittings every month as it deems appropriate keeping in view the volume of work at its disposal.
4. In the event, if MCIE is not able to complete mediation up to 10 sittings and it is recommended by MCIE a further extension of 05 sittings may be permitted by the concerned Member/ Chairman without any sitting fee. Other expenses i.e. local transport charges and air fare borne by MCIE members shall be payable.



5. The Mediation Committee shall meet in the first instance and evolve its own procedures and methodologies for mediation.
6. MCIE shall preferably hold its sittings at a suitable place as per convenience of all concerned or through video conference.
7. The person appointed as a mediator shall, prior to the conduct of mediation, disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator.
8. Any disqualification of any sitting member on any account if found after initiation of Mediation proceedings, the affected party may request for change of the Member concerned and such disqualification shall not vitiate the proceedings. In case such disqualification is found after conclusion of mediation, the settlement arrived between the parties shall not stand negated.

