



**Hindon Airport, Hindon (UP)**



**AIRPORTS AUTHORITY OF INDIA**  
**Hindon Airport, Hindon Ghaziabad(U.P.)**

**Notice Inviting Limited  
Tender (NIT)**

**For**

**License for parking management system: collection of  
parking fees and lane management at Hindon Airport.**

**at**

**Hindon Airport**

**E-bid no.: 2022\_AAI\_ 112192 \_ 1**

**April 2022**



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## **DISCLAIMER**

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

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

Information provided in this e-Tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender or arising in any way for participation in the bidding process.

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

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender.

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

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

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

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**AIRPORTS AUTHORITY OF INDIA**  
**DEPARTMENT OF COMMERCIAL**

**E-tenders are invited for License for Parking Management system:  
collection of parking fees and lane management at Hindon Airport.**

**INTRODUCTION**

1. Airports Authority of India is ("AAI") is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-tender **License for parking management system: collection of parking fees and lane management at Hindon Airport.**
3. AAI came into existence on 1st April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
  - Design, development, operation and maintenance of passenger terminals.
  - Development and management of cargo terminal at international and domestic airports.
  - Provision of passenger facilities at terminals like Duty Free Outlets, Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxi etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernising and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. **During the Financial Year 2019-2020 and 2018-2019, AAI has recorded a Total Revenue of Rs. 12,837.44 crores & Rs. 14,132.96 crores respectively and a Profit After Tax (PAT) of Rs. 1,985.09 crores & Rs. 1,872.73 crores respectively.**
6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.

## **NOTICE INVITING E-TENDER (NIET)**

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

<b>Name of Facility</b>	<b>Tender Processing Fee</b>	<b>Earnest Money Deposit (EMD)</b>	<b>Minimum Reserve License Fees(MRLF) /Minimum Monthly Guarantee(MMG) (Per Month)</b>
<b>License for Parking management system: collection of parking fees and lane management</b>	<b>Rs. 2,000/-</b>	<b>Rs.50,000/-</b>	<b>Rs. 4542/- (Rupees Four Thousand Five Hundred Forty Two only) Per Month +Applicable Charges &amp; Taxes Extra.</b>

**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 Concession Fees, the selected bidder shall be liable to pay:
    - (i) Utility Facilitation/ Common Area Maintenance (CAM) Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent AC is **Rs. 1000/- Per Sqm per month** and Non AC is **Rs. 670/- Per Sqm per month** for the FY 2021-22 for allotted space. The annual escalation of **7.5%** will be applicable from 01/04/2025. These charges shall be applicable on counter space (allotted at entry, exit, parking area etc.)
    - (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 PDF drawing of concession area layout along with detailed schedule of premises specifying area is at Appendix 3 & 4.
3. **Period of Concession: 01 Year (extendable by another 01 year based on performance of concessionaire and mutual consent of Concessionaire & AAI).**
4. **Rate of Escalation:**
- a. License Fees shall be subject to annual escalation as detailed in Appendix: 2A

5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.
6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.
7. **Business Incubation Period** shall mean a period of **15 days** from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA.

#### **8. Handing Over of Sites:**

- a. Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
- b. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on **16<sup>th</sup>** 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 7<sup>th</sup> day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

#### **9. Gestation Period:**

- a. Gestation period shall mean a period of **30 Days OR actual commencement of facility (whichever is earlier)**, reckoned from the date of handing over of sites shall be permissible.
- b. 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. Concession Fee Commencement Date

- a) The Concession fee commencement date will start from the Date of Commencement of operation OR expiry of gestation period whichever is earlier.

## 11. (i) Eligibility Criteria:

- a) Minimum 2 years of Experience (during the last seven years) of managing license for vehicle parking contracts at hospitals, airports, seaports, railways, metro rail stations, public vehicle park area of Public Authority, Commercial Complexes confirming to stipulations as listed in note below.

OR

- b) The manufacturer of automated vehicle parking solutions for car parking (who provides infrastructure, software & hardware and operate) having 2 years' experience (during the last seven years) in their line of business shall also be eligible to participate.

OR

- c) The Integrated automated car parking solution providers for car parking (who provide infrastructure, software & hardware and operate) having 2 years' experience (during the last seven years) in their line of business shall also be eligible to participate.

**##(JV/Consortium is not eligible to participate in the Vehicle Parking Management tender)**

### **Note:**

- a) *Experience claiming from Hospitals should be from a minimum 100 bedded hospital with parking area capacity of 50 four wheelers.*
- b) *Experience from Public Authority/Railways/Metro rail shall be from managing a parking area having capacity of minimum fifty (50) 4 wheelers.*
- c) *In case of commercial complexes, it should have minimum 1,50,000/- sqft area and it should have parking capacity of one hundred (100) 4 wheelers.*
- d) *Applicants should submit any of the supporting documents like experience certificate/work order/work completion certificate/Statutory auditor certificate as the proof for claimed technical experience.*
- e) *The bidder shall submit an undertaking in a Rs.100/- non judicial stamp Paper in support of experience viz. status of Hospital/Commercial complex /Municipal corporation etc. and authenticity of the experience documents submitted to AAI.*

**(ii) Financial Eligibility Criteria: Minimum Annual Gross Turnover requirement for the applicant(in INR) is Rs. 10 Lac.**

(a) The financial criteria will be ascertained as per the Statutory auditor' Certificate. The Turnover requirement should be from any of the Two (02) financial years during the last seven (07) financial years for which the experience is claimed by the agency.

(b) Minimum 10% of annual gross turn over requirement shall be from the same kind of business. The turnover claimed should be congruous with the period in which experience claimed by the agencies.

(c) The Bidders turn over details should be supported with audited annual accounts for the respective financial years and it should be mandatorily certified by statutory auditor.

12. 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.



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

- a. Participation in the form of Consortium is not allowed.
- b. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc. A declaration to this effect is also to be submitted by the party with tender documents.
- c. Parties facing action under PPE Act, with AAI.
- d. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI shall also not be eligible for the e tender.
- e. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity may not be allowed in AAI tenders.
- f. 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 terms and 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/judgement 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.

- g. A declaration to the effect that the Tenderer does not fall under the categories a), b),c),d),e)and f) 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).”*

14. E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in

- a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in

- b) The bids shall not be accepted in any other form
- c) The e-tendering process is online at NIC CPPP E-Tendering Portal at [etenders.gov.in](http://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](http://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.2,000/-** (Rupees Two Thousand Only), shall be paid by the bidder before the scheduled time of e-tender submission through online mode on CPP Portal. No other mode of payment shall be acceptable.
- g) The amount of Earnest Money Deposit (EMD) of **Rs. 50,000/-** (Rupees Fifty Thousand only) shall be paid by the bidder before the scheduled time of e-tender submission through online mode on CPP Portal. No other mode of payment shall be acceptable.
- h) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
- i) 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.
- Note:** This will be an open tender and Bids from all agencies (including empanelled) will be considered. Bids from debarred agencies will be summarily rejected.

#### **14. Critical dates**

S. No.	Activity	Scheduled Dates and Time
1.	Download/Sale of e-Tender Document from NIC CPP portal	From 06.04.2022 on 1700 Hrs
2.	Submission of queries related to e-Tender, if any; on NIC CPP portal only.	UP to 11.04.2022 BY 1700 Hrs.
3.	Reply to the queries by AAI on NIC CPP portal	By 13.04.2022 BY 1700 Hrs.
4.	Pre bid meeting with the prospective bidders, if required	N/A
5.	Online submission of Bids / Proposal(s) (Technical Bid as well as Financial Bid) on e-tender portal	UP TO 27.04.2022 BY 1700 Hrs.
6.	Opening of Technical Bids / Proposal(s) (online only)	ON 28.04.2022 AT 1700 Hrs.
7.	Opening of Financial Bids / Proposal(s) (online only) – Tentative date	ON 04.05.2022 AT 1700 Hrs.

2. In case bidder withdraws from tender process before last date of submission of bid and time, **10%** of EMD amount shall be forfeited.
3. After last date of submission of bid, at any stage if an agency withdraws from tender process,

**entire EMD** amount shall be forfeited.

4. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party shall be liable to be debarred for participation in any tender at **Hindon Airport**, Hindon for one year from the date of debarment. However, after opening of financial bid, being H1 in the tender if the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAI for **one year**.
5. In case a party has deposited EMD and Tender Fee but did not participate in the tender process i.e. the party has not submitted his bid on CPP Portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD by the party may be refunded after deduction of 10% of EMD amount. However, the Tender Fee shall not be refunded in this case.
6. AAI reserves to itself the right to reject the **conditional tenders** without assigning any reason thereto.
7. 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).
8. On acceptance of the tender, the name of the authorize representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

**AIRPORT DIRECTOR  
HINDON 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](http://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**

**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** : 0120-4200462,0120-4001002

**Mobile** : 91 8826246593

**E-Mail** : [support-eproc@nic.in](mailto:support-eproc@nic.in)

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

**E-Mail:**[cPPP-doe@nic.in](mailto:cPPP-doe@nic.in)

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

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC [https://etenders.gov.in](http://www.etenders.gov.in). The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).
- b. Before submitting queries, bidders are requested to follow the instructions given in **“Guidelines to Bidders”** and get their computer system configured according to the recommended settings as specified in the portal at **“System Settings for CPPP”**.

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

S.No	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	011-24632950, Ext-3512 (6Lines)	0800-2000 Hrs. (MON- SAT)
2.	Sh. Sanjeev Kumar, Jr. Exe.(IT)	After 4 Hours of issue	<a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	011-24632950, Ext- 3505	0930-1800 Hrs. (MON- FRI)
3.	Mrs. S. Nita AGM(IT)	After 12 Hours	<a href="mailto:snita@aai.aero">snita@aai.aero</a>	011-24632950, Ext-3523	0930-1800 Hrs. (MON- FRI)
4	Sh. Shubham Saxena, Am(E-E) Bid Manager	After 12 Hours	<a href="mailto:Shubham_s@aai.aero">Shubham_s@aai.aero</a>	0120-3506553 Extn. - 3047	0930-1800 Hrs. (MON- FRI)
5.	General Manager(IT)	After 3 days	<a href="mailto:gmit@aai.aero">gmit@aai.aero</a>	011-24657900	0930-1800 Hrs. (MON- FRI)

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

1. 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.
2. 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. 50,000/- (Rupees Fifty Thousand only)**. The EMD shall be paid by the bidder before the scheduled time of e-tender submission through online payment option mode on CPP Portal itself. No other mode of payment shall be acceptable.

**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 shall be paid by the bidder before the scheduled time of e-tender submission through online mode on CPP Portal. No other mode of payment shall be acceptable. Refund will be done by the portal itself once the outcome of Tender is decided.

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 **31<sup>st</sup> March 2022** in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. Format as per **Annexure: I**

iii. If the entity participating in the e-tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to 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 associates or against any of the Directors/Managers/Employees" (**Refer Annexure G**)

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) Declaration of cases / action under PPE Act initiated by AAI. (NIL statement also to be filed). (**Refer Annexure: G**)

k) Declaration in respect of near relatives\* working in AAI, as per **Annexure: H**.

l) Certificate from Chartered Accountant/Statutory Auditor in respect of Technical Capacity & Experience, as per **Annexure: E. It is mandatory for the CA/Auditor to mention its UDIN number on any sort of certificate issued by it.**

m) Letter of Undertaking by Bidder, as per **Annexure: F**

n) Documents supporting eligibility criteria.

o) Scanned copy of complete set of e-tender document **containing 70 no.** of pages (duly signed and stamped by the authorized person)

p) Certified details of Gross turnover of Rs. 10 Lac out of which Rs.1 Lac from the business for which experience has been claimed and net worth to be submitted by the tenderer duly certified by Chartered Accountant/Statutory Auditor." **It is mandatory for the CA/Auditor to mention UDIN number on any sort of certificate issued by it.**

**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 p) 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 licence as contained in E-Tender Documents issued by the Airports Authority of India (AAI) including the following :-
- i. Earnest Money Deposit of **Rs. 50,000/- (Rupees Fifty Thousand only)** liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in e-tender documents, within prescribed time.
- ii. On account of non-acceptance of award or on account of non- completion of e-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of **one (1) year**.
- iii. In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e-tender/ tender of AAI, for a period of **three (03) years**.
- b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- c) The AAI does not bind itself to accept the highest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the service at the rate quoted.
- d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
- e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
- f) In the event that the financial bid of two or more bidders are found to be same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's policy, from such Tie Bidders and shall identify the Selected bidder from amongst such Tie Bidders. Provided that the revised financial bids of such Tie Bidder (s), shall be no less favourable to the authority than their respective original bids.
- 5.** It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s)/ e tender(s) for a period of one (1) years, 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 **15 days** from the date of issuance of the award letter.
- c) i) Payment of Security Deposit within **15 days** from the date of issuance of award letter, amounting to **4 months** equivalent concession fee of the First (1<sup>ST</sup>) year to AAI as an interest free security Deposit. The SD to be furnished in the form of Bank Guarantee only



to be issued by Scheduled Commercial Bank having a validity period of **180 days** from the date of expiry of contract. However, Bank Guarantee from co-operative bank (even scheduled) or in the form of FDR is not acceptable.

ii) Security deposit in respect of electricity charges equivalent to **5%** of annual license / 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.

- d) Execution of the Agreement within **15 days** from the date of issuance of award letter (on Stamp Paper of appropriate value, related costs to be borne by the licensee.
- e) Commencement of the facility within gestation period.

**6.** In the event of revision in Concession Fee the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of **15 (Fifteen)** days from the date of such notification of revision in Concession Fee is issued by the Authority.

**7.** Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority under this shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms hereof.

**8.** Subject to the terms hereof, upon expiry of the Term or early termination of this Agreement, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues (accumulated delayed payment interest) of any nature, if any.

**9.** 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.

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

**11.** 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 AAI who have separated from AAI in past two years.

**12. 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:
  - 1. 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
  - 2. has made misleading or false representation in the forms, statements and attachments submitted; or
  - 3. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
  - 4. One or more of the eligibility criterion have not been met by the Applicant; or
  - 5. The Applicant has made a material misrepresentation; or

6. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
  7. 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 three 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 LoA 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.

### **13. 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 purpose 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 or 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.

#### **14. 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:**

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. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

##### **C) Termination for convenience:**

Both party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only

after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 50% of the license period or the party has not served the requisite notice of **60 days**, for surrender of license/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S.No.	If termination of concession/licensee occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1-3 years	For contract period of less than 1 year
(i)	Before 50% of contract period	6	4	2
(ii)	Between 50% to 75%	4	3	2
(iii)	Between 75% to 100%	2	2	1

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

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

#### **15. 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.

**16.**All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).

**17.**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.

**18.**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”.

\*\*\*\*\*

**Draft License Agreement**

**Photo of the  
licensee**

**SUBJECT:** Grant of License for \_\_\_\_\_ at \_\_\_\_\_ AIRPORT,

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, \_\_\_\_\_, herein after 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 from \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier on account of following;

- a. By giving **60 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 <sup>st</sup> Year	_____ + GST applicable on time
2 <sup>nd</sup> Year	_____ + GST applicable on time
3 <sup>rd</sup> Year	_____ + GST applicable on time

3. **Rate of Escalation:**

License Fees shall be subject to annual escalation of as per the Escalation formula given in Appendix: 2A.

4. AAI shall raise bill on or before 10<sup>th</sup> of every month. The concessionaire has to make the payment of License Fees etc. by 25<sup>th</sup> of the same month, failing which interest on delayed payment at the rate of **9%** per annum shall be charged from the due date for delay period of up to **30 days** and if delay is for more than 30 days, then interest at the rate of **18%** per annum shall be charged from the due date, for entire delay period. In case of Central/State Govt. and their PSUs:  
AAI shall raise bill on or before 10<sup>th</sup> of every month. The concessionaire has to make the payment of License Fees etc. by 25<sup>th</sup> of the same month, failing which interest on delayed payment at the rate of **6%** per annum shall be charged from the due date for delay period of up to **30 days** and if delay is for more than 30 days, then interest at the rate of 12% per annum shall be charged from the due date, for entire delay period.
5. That in addition to the above said License Fee, Licensee is also liable to pay Rs.1000/- Per Sqm. per month towards AC Space rent (if applicable) and Rs. 670/- Per Sqm. per month towards Non AC Space rent (if applicable) (or as may be notified by AAI from time to time). Licensee is also liable to pay Utility Facilitation /Common Area Maintenance (CAM) Charges at 10% of notified normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent AC is **Rs. 1000/- Per Sqm per month** and Non AC is **Rs. 670/- Per Sqm per month** for the FY 2021-22 for allotted space. The annual escalation of **7.5%** will be applicable from 01/04/2025 or as decided by AAI from time to time. These charges shall be applicable on counter space(allotted at entry, exit, parking area etc.)
6. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
8. That the Licensee shall make payment of license fee etc. either by 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 **04 (Four) months** of license fee (based on concession fee of first year) 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 Hindon 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 (except as permitted on trolley) or signboards except after obtaining the prior approval in writing of the Authority.
20. The licensee must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating in 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 three 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 **60 (Sixty)** 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 **60 (Sixty)** days notice in writing without assigning any reason thereto.

**23. Exit Clause in this contract shall be as follows:-**

**A. Normal termination:-**

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

**B. Termination for cause:-**

If the party or AAI has invoked the internal dispute resolution 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 **50%** 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 six (6) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

**C. Termination for convenience:-**

Either party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 50% of the license period or the party has not served the requisite notice of **60 (Sixty)** days, for surrender of license/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S.No.	If termination of concession/licensee occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1-3 years	For contract period of less than 1 year
(i)	Before 50% of contract period	6	4	2
(ii)	Between 50% to 75%	4	3	2
(iii)	Between 75% to 100%	2	2	1

**NOTE:** If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one 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 deemed to be closed from the date of such enactment.

**24. 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.

25. 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.

26. 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.

27. Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.

## **28. MISCELLANEOUS PROVISIONS**

### **a. Confidentiality**

The Parties undertake not to use any confidential information for their own corporate purposes without the prior written consent of the Party owning such information and shall use their best efforts to keep confidential, and to cause their respective directors, employees, officers, affiliates and any other persons to whom the above-mentioned information is provided to keep confidential, and not to disclose to any third party any of the other Parties' confidential and proprietary information.

No announcements or disclosures regarding either Party and other negotiations vis-a-vis this transaction will be made by either Party unless the form, content and timing of the release is approved in writing by both the Parties hereto.

Either Party may disclose the existence of the transaction to its employees, agents, shareholders, legal counsels, accountants, lenders, merchant bankers, engineers, architects, interior designers, vendors, suppliers and other persons who need to be aware of the existence of the transaction, and to the extent that such disclosure is required by law or a court order or by any statutory authority/ authorities.

### **b. Assignment**

That the Authority shall have the full right to assign its rights under this Agreement to any third party during the Term, at its sole discretion. The Concessionaire shall have a right to assign its rights and obligations under this Agreement with the prior permission of the Authority.

### **c. Modifications and Amendments**

The Agreement may be amended, varied or modified with the mutual consent of the Parties and no such amendment, variation or modification shall be valid unless reduced to writing and signed by or on behalf of the authorized person of each of the Parties.

### **d. Governing Law and Jurisdiction**

This Agreement will be governed by the laws of India, the courts in the City or the State, where the Airport situated shall be the competent jurisdiction for the matters governing this Agreement.

### **e. No Partnership or Agency**

The Parties acknowledge that they are independent entities, and nothing set forth in this Agreement will be deemed or construed to render the Parties as agents of each other or joint ventures or partners or as employer and employee of each other.

### **f. Waiver**

Any relaxation or indulgence granted or shown by either Party shall not in any way prejudice the right of the other Party under this Agreement nor shall any waiver of any breach by a Party operate as waiver of any subsequent breach and not in any way add, alter or vary this Agreement.

**g. Severability**

If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable by a court, for any reason, the remainder of the provisions will not be affected, impaired or invalidated, but will continue to bind the Parties and will continue in full force and effect as if the Agreement has been executed with the invalid portion eliminated and the Parties shall negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable.

**h. Entire Agreement**

The Parties hereto acknowledge, declare and confirm that this Agreement along with the Schedule represents the entire agreement between them regarding the subject matter hereof, provided that the provisions of this Agreement shall, at all times, be read with the provisions of the Tender and the copy of which is attached hereto as Annexure and shall be construed harmoniously.

**i. Counterparts**

This Agreement may be executed simultaneously in 1 (one) or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument. Any Party may execute this Agreement by signing any one or more of such originals or counterparts.

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,  
\_\_\_\_\_, Airport, for and on behalf of The Airports Authority of India, in the  
presence of:

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed by \_\_\_\_\_ for and on behalf of  
\_\_\_\_\_ in the presence of:

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

**APPENDIX: 1 of Annexure-A**

**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 license 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.200/- per day for each default up to 7 days & thereafter Rs.500/- per day and can take other actions including termination of the license.

- (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 CO<sub>2</sub> 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 or 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 license 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 license 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 license 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 license 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 license period or on termination of the license 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 the 50% of 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 reference to DRC, 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 and Conditions (Car Parking)**

#### **(i) Management of Designated Car Parking and Parking Fees Collection Rights**

1. Access control shall be installed at all entry and exist points of designated car parking area.
2. Apart from exit gate, payment booth shall also be placed within designated car parking area or other convenient points as deemed fit by AAI, so that airport user have option to make the payment towards parking charges at these booth also. This will also reduce chance of queue formation at exit gate.
3. Optimal utilization of designated vehicle park areas by assisting airport user in parking their vehicles in clearly demarcated parking slots.
4. Parking areas for VIP/Government Vehicles Regulatory Agencies (Customs, Immigration etc.) shall be clearly demarcated. Not more than 20% of space shall be demarcated for Govt. Vehicles/VIP parking in this area shall be exempted from parking fees.
5. Not more than 10% of parking area shall be demarcated for ground transportation license. For agencies working at airport (including airlines/GHA staff), if possible, separate staff parking area (not necessarily in front of terminal building) shall be identified and provided, and if the same is not possible, then not more than 10% of parking area shall be demarcated for agencies working at Airport team before the commencement of license.
6. Airport Director to decide percentage of space to be demarcated for various category of vehicles as detailed above on demand basis. He may also review the same on time to time basis as per requirement
7. Ensure Government owned Vehicle, Regulatory Agencies, Airlines and staff vehicles are not parked in the parking area earmarked for airport users.
8. Ensure Pre-paid Taxi, Car Rental, Radio Taxi, Maxi cab and Cab Aggregators etc. are not parked in the parking area earmarked for airport users.
9. Schedule of Parking Charges is attached.
10. Adequate signage/notice to be installed at entry/exit gate of the approach road to airport for public awareness and to reduce any complaints of new policy/charges by AAI.
11. Time clock with reasonable visibility shall be installed in the parking area and the exist booth by the concessionaire and the same be in synchronization with the time stamp on parking token.
12. The name of the parking contractor should be clearly indicated in the parking token. Other than this, no advertisement is permissible on the parking token.
13. **Billing has to be done in a computerized manner.**
14. **Access fees will not be levied from any Vehicles. However, parking fees must be collected if the vehicle goes in designated parking area.**

#### **(ii) Lane Management:**

1. Placement of traffic marshal on approach road as well as exit road so as to ensure no vehicle is parked there. APD should convene joint meeting with Ops/Security/Terminal/APSU/Commercial and access the required number of resources and deployment plan according to the congestion level in the lane. Number of vehicular lane, traffic density and passenger movements at their respective airport also to be considered.
2. Permissible time taken by vehicle from approach road entry to pick/drop lane or form lane exist to airport exist: This will be fixed in coordination with AAI and from SLA Target and performance evaluation parameters this time will be calculated based upon the length of road time can be calculated by station considering time taken by a vehicle during peak hours at speed of 15km/Hr.
3. Placement of traffic marshal on pick/drop lane so as to minimize congestion, and ensure that no vehicle overstay reasonable time on pick/drop lane (taking dwell time of say 3 min i.e time taken to pick-up/drop the passenger and load/unload the luggage).
4. Permissible time taken by vehicle from lane entry to exist This will be fixed in coordination with AAI and form SLA Target and performance evaluation parameter this time will be calculated based upon length of lane and considering dwell time of three minutes and movement from entry to exit at speed of 10 Km/Hr.

5. Non-complying vehicles parked anywhere other than designated car parking or overstaying in pick/drop lane creating congestion shall be clamped (wheel clamp) or towed away as the situation calls for and released upon payment of fine.
6. Fine will be levied as specified in the circular issued by Operations Department. AAI from time to time.
7. Issuance of Challan and Collection of fine shall be done by licensee on behalf of AAI. Airport's address, AAI's logo and authorized signatory (Airport Manager/Terminal Manager etc.) should be clearly printed on challan.
8. Daily record of number of challans issued and amount of fine collected shall be submitted at office of Duty Terminal Manager and a weekly report to be submitted to commercial in-charge. The proceeds from fine collection shall be deposited by licensee to AAI account on daily basis.
9. The licensee will get an amount of Rs. 100 from each fine collected.
10. Airport to indicate (in the tender document) minimum manpower (traffic marshal & traffic warden) requirement every year for the period of contract estimated on basis of projected PAX growth.
11. Traffic management equipment such as wheel jammers, tow away vehicles, PA system, Stationery etc. to be arranged by the Licensee at its own cost.
12. AAI is free to open any number parking entry / exit lane for the smooth flow passenger movement and passenger convenience will be the first priority.

**(iii) Grievance Redressal / Issues Management**

1. To assure issues are properly prioritized, monitored and closed with in performance standards, a grievance escalation matrix shall be complied with at all times:

Query LEVEL	QUERY TO DAY ISSUES	CONTACT PERSON
General	Day to day issues	Vehicle parking manager (representative of concessionaire)
Initial	In case of unsatisfied response or absence of contact person at previous level.	Duty Terminal Manager
Secondary	In case of unsatisfied response or absence of contact person at previous levels.	Terminal Operations (HOD)
Final	In case of unsatisfied response or absence of contact person at previous levels.	Airport Director

2. A complaint register has to be maintained at all levels and it has to be ensured that complainant/grievances are properly recorded with. Contact number and email id of the complainant and response to complaints is also recorded properly. Response time at each level shall be minimum and reasonable.

**(iv) Performance Monitoring:**

1. A set of performance indicators has been defined, and for each indicator performance will be monitored monthly, unless otherwise stated.
2. Performance data will be used as a management tool, to identify areas of strong and weak performance, provide information and guidance to vehicle parking concessionaire, and support planning for future improvements.
3. Quarterly performance review meetings will be held with vehicle Parking concessionaire, to provide an opportunity to:
  - (a) Discuss actual performance versus target.

- (b) Airport Director or the Authorized official of AAI will conduct Surprise audit on the performance of the various activities described herein and in case of deviation penalty clause will be invoked.
  - (c) Consider corrective actions where service is below the expected level.
  - (d) Consider any grievance escalated to Stage-3.
  - (e) Consider fulfillment of the customer's Responsibilities and any issues arising from this.
  - (f) Consider other relevant topics, including future requirements.
4. Schedule of performance Indicators is attached.
  5. Penalty for Infractions is attached.

**(v) Manpower:**

1. Adequate manpower shall be deployed by the concessionaire at all times keeping in view service description given above and service description given here after.
2. Manpower shall be well groomed and courteous to all airport users at all times
3. Manpower shall be well versed with Local Language of that state the Airport is located as well as Hindi & English language for better interaction with the all airport user at all times.
4. Concessionaire shall issue identity cards to all its employees and it shall be ensured that I- cards are displayed above waist line at all times during duty.
5. Distinct uniforms shall be issued to manpower deployed for different activities. For example – uniform of traffic marshal shall be different from that of manpower deployed at entry booth.
6. Misbehavior of staff with airport users is strictly prohibited, the Concessionaire shall also ensure that no staff during duty hours is in a drunken state .

**(vi) Layout & Area Details:**

1. Station to ensure that drawing of parking layout indicating designated car parking area etc. along with detailed schedule of premises specifying area is provided as part of tender document .
2. In the designated car parking area 20% of area to be clearly demarcated for parking of VIPs, Exempted vehicles, government vehicles etc.
3. In the designated car parking area 10% of area to be clearly demarcated for parking of employees of AAI and third party agencies working at AAI.
4. In the designated car parking area 10 % of area to be clearly demarcated for parking of ground transportation licensee.
5. The distribution of designation car parking for specific airport users as detailed above may be reviewed and revised from time to time at airport level on mutual consent, on need basis.

**(vii) Conditions to be followed if change in Parking Area during the Concession Period:**

1. The location/layout of parking area given in e-tender document will be based on preliminary survey. Area and location(s) may change while preparing detailed design and execution of this project (handing / taking over). Any change (increase/decrease) in Vehicle parking area up to 10% of the concession area shall not affect the quoted concession fee.
2. However, during the Concession period, parking area may be revised due to any administrative/ operational reasons like: construction, security, other operational requirements, etc.
3. In case of increase in parking area, the Concessionaire has to cover such area under the scope of the awarded project with payment of additional concession fee as per the following methodology:  
***“Parking Area is increased by more than 10% - Concession fee will be increased by half of the amount calculated on pro-rata basis.”***
4. In case of decrease in parking area, reduction in the concession fee will be allowed as per following methodology:  
***“Parking Area is decreased by more than 10% - Concession fee will be decreased by half of the amount calculated on pro-rata basis.”***
5. Further, the above stated methodologies for calculating the post change in area, the revision in Concession Fee shall be subject to following conditions :-

- a.) Actual measurement should be conducted jointly by AAI and the Concessionaire whenever the change is taking place after the commencement of the contract.
- b.) The modified contract value should be approved by the Airport Director and communicated to the Concessionaire duly acknowledged.
- c.) The revised Concession fee shall be applicable from the first of the following month only.
- d.) The concession period will not be changed under any condition.

**(viii) Extension of Contract Period:** Normally there should not be extension of contract. However, in exceptional cases, AAI may consider extension of contract at its discretion, as per provisions in DoP, on mutually agreed terms & conditions not inferior to existing terms of contract.

**(ix) Revision of Parking Fee during the contract period:** In case of revision of parking fees, following course of action may be adopted:

1. For X Percentage increase in parking fees, license fees may be increased by (X/2) % provisionally.
2. Post revision of parking fees, parking fee collections will be compared with collections that were happening before revision of rates, period of comparison of revenues shall be three (03) months immediately before revision with three (03) months immediately after revision, to assess the actual impact of revision in parking charges on license fees.
3. Subsequently, the upward or downward revision in license fees will be made accordingly and proportionately.
4. The collections/ revenue data will be readily available for such assessment as it is automated system driven collection system.
5. If such data is not available at any Airport, data from similar airport (from same category of airport with similar passenger traffic), may be used.
6. If the licensee is not consenting to revision in license fees on account of revision in parking fees or any other fees, then the party may be allowed to serve the notice period and exit the contract without imposition of any demurrage or penalty.

**(x) Temporary Suspension of Parking Concession:** If the parking Concession is suspended by AAI due to any policies/orders of AAI/State/Central Government for more than **12 hours**, then the Concession Fee shall be adjusted on pro-rata basis.

**(xi) Parking Fee & GST:** 1. The rates of Parking fees are inclusive of components of GST. Accordingly, these shall remain the Parking Charges applicable to end users, but the onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for car parking charges and any another fee shall rest with the licensee. The details/breakup of GST / applicable tax shall be depicted in the car parking invoice issued to end-User/passengers. The Concessionaire shall not collect taxes and charges over and above the prescribed Parking Fee.

2. The Authority reserves the sole right to change and alter the timings, rates and any other condition in respect of the parking facility and the Concessionaire shall not have any right to interfere or raise any objection in this regard.

3. The monthly passes of Parking Fee issued to various agencies (carrying out cargo operations at the airport) under Clauses above shall be for multiple entries at the cargo complex of the Airport. However, applicable Parking Fee shall be levied for entry to any location at the Airport other than the cargo complex.

4. The Concessionaire shall not collect the Parking Fee from the Users at the time of entry of vehicles in the Parking Area and shall only be charged at the time of exit of the vehicles from the Parking Area.

5. The Concessionaire shall place the rates of the Parking Fee at various conspicuous places within the Parking Area, such that the rates are conveniently visible to the Users.

## **(xii) PARKING TOKENS**

1. The Concessionaire shall issue bar coded or QR code Tokens/RFID tokens along with counter foil of various denominations as per ticket pattern approved by the Authority ("**Parking Token**") to every vehicle at the time of entry to the Parking Area.
2. Issuance of manual parking tokens and payment receipts will be strictly prohibited & close monitoring will be done by the AAI Commercial team. Third Party Vendor can be engaged by AAI to carry out process and mystery audits at concession location.
3. The Concessionaire shall be responsible to make its own arrangements for printing and issuing of the Parking Tokens, at its own cost and any cost in relation thereto shall not be adjusted from the Concession Fee.
4. The Concessionaire shall not, without prior approval of the Authority, be permitted to make any advertisement on the front or backside of the Parking Tokens.
5. The Concessionaire shall issue monthly passes / free passes/VIP passes to the officials of the Authority and any other agency authorized by the Authority. The Concessionaire shall ensure that it shall make necessary arrangements to paste such passes on the vehicles, at its own cost. The Concessionaire shall issue Monthly passes/Free Passes/VIP passes to the concerned officials after checking their credentials such as AAI ID Card, Airline Identity Card, Concessionaire Identity card, and keep a record of such passes issued. It is hereby clarified that not charging of any Parking Fees by the Concessionaire from free passes shall not affect or alter the Concession Fees and the Concessionaire shall not make any claim or re-imbursement on account of such non-charging of Parking Fees from the exempted vehicles.
6. In the event, any User loses the Parking Token before exiting from the Parking Area, the Concessionaire shall, prior to releasing the vehicle, verify the credentials of the User and obtain necessary documentation from such User. The Concessionaire shall be entitled to charge a penal amount of **INR 300/- (Indian Rupees Three Hundred only)** from such User, on account of losing the Parking Token, which penal amount shall be over and above the Parking Fee.

## **(xiii) PARKING AREA**

1. In consideration of payment of Concession Fee, the Concessionaire shall be entitled to operate and maintain the vehicle parking at the parking area measuring 1350 sq. mtrs having vehicle parking capacity for two wheelers, four wheelers, cars, buses etc., developed by the Authority at the Airport ("**Parking Area**"). The layout, drawing, plan, etc. of the Parking Area is more specifically set out in **Appendix 3 & 4** hereunder.
2. The Authority shall, at all times, during the Term, have the right to alter / revise the measurement of the Parking Area, for any reason whatsoever, in its sole discretion and the Concessionaire shall not have objection in relation to the same. Upon occurrence of any such event, the Concession Fee shall be revised in accordance with Clause vii above.
3. On revision of the Parking Area, actual measurement shall be conducted jointly by the Authority and the Concessionaire, for the purposes of finalisation of change in area.
4. The Authority shall, at all times during the Term, have the right to change the location of the Parking Area within the Airport, at any time and at its discretion to call upon the Concessionaire to vacate the Parking Area. The Authority shall provide an alternative parking premises to the Concessionaire within the Airport for the purposes of this

Concession. In such an event, the Concessionaire shall be bound to immediately vacate the Parking Area and accept the alternate parking area premises. The decision of the Authority in this regard shall be final and binding on the Concessionaire.

5. The entire expenditure on such shifting shall be borne by the Concessionaire and the Concessionaire shall not be entitled to claim any compensation or revision in the Concession Fee on that score.

6. In the event of shifting the parking area due to modernisation or construction of terminal building or the parking area has been taken over by AAI for any other infrastructure requirement, AAI will provide a 60 days' notice in advance to the concessionaire to relocate to the alternate location at their cost. Further if the business potential changes due to such relocation the concessionaire will have the option to exit by serving the required notice period as per license agreement without any demurrage charges

7. The Concessionaire shall have the liberty to propose additional measures to increase occupancy of Parking Area, however, any change in the Parking Area shall be made upon obtaining prior approval from the Authority, before implementation of the same to improve the parking efficiency. It is hereby clarified that the Concessionaire shall not undertake any modification to the construction plan of the Parking Area.

8. The Concessionaire shall ensure that all the vehicles shall be parked in the area defined for each type of vehicle in the Parking Area. The Concessionaire shall deploy experienced parking attendants to ensure proper parking of vehicles in each slot and the Parking Area is utilized by the designated vehicles (e.g., cars, cabs, two-wheelers, and other small vehicles) and heavy or medium commercial vehicles, including buses/coaches are parked in parking area specified for these types of vehicles.

9. The Concessionaire shall, with prior approval from the Authority, earmark limited and separate parking slots for VIP parking, government vehicles parking, parking for the staff of the Authority, pre-paid taxi, car rental, radio taxi, maxi cab and cab aggregators etc. Within the Parking Area.

#### **(xiv) SECURITY & SAFETY**

1. The Concessionaire shall make adequate provision to check and carry out thorough security screening of all vehicles entering into the Parking Area. Any unlawful activity, crime, suspicion etc. in the Parking Area shall be immediately reported to the Airport Police and the Authority, without fail.

2. The Concessionaire shall deploy adequate number of personnel within the Parking Area to ensure that the vehicles are parked in orderly manner in the designated parking lanes and to assist the passengers/public for easy parking and removal of vehicles.

3. The security/custody of vehicles in the Parking Area shall be the sole responsibility of the Concessionaire. The Concessionaire shall take all necessary precautions for the safety of the vehicles. In the event of any theft/ damage/ loss, damage, claims, etc. arising out of the negligence of the Concessionaire, the Concessionaire shall be responsible for settlement of the dispute, if any, including under the court of law and the Authority shall, in no event, be responsible for any such loss, damage or claim.

4. The Concessionaire shall follow and abide by all the instructions and guidelines issued by Airport Police / statutory rules & regulations / Authority for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.

5. Notwithstanding anything contained in this Agreement, the Authority shall have the right to deploy and procure the provision of police assistance and security at the Parking Area and the Airport, including for regulation of traffic, removal of trespassers, prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences, through the government agency. The designated government agency shall be entitled to inspect and search the Parking Area and to search any person or vehicle entering the Parking Area or departing there from, without unduly or unreasonably disrupting the operations of the Parking Area.

**(xv) Performance Security Deposit:**

1. In the event of revision in Concession Fee in terms of Clause ix above, the Concessionaire shall, on pro-rata basis, revise the Security Deposit, within a period of 15(Fifteen ) days from the date of such notification of revision in Concession Fee is issued by the Authority.
2. Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority under this Clause (xv-2) shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms hereof.
3. Subject to the terms hereof, upon expiry of the Term or early termination of this Agreement, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any.

**(xvi) OBLIGATIONS AND UNDERTAKINGS BY THE LICENSEE**

**The Licensee hereby covenants to the Authority, the following:**

1. The Concessionaire shall, without prejudice to the other obligations set out in this Agreement, adhere to the terms and conditions, service descriptions, monitoring of performance, etc. as set out in the service level agreement, to be executed simultaneous with this Agreement, between the Parties and annexed hereto as **SLA- Schedule of Performance Indicator**.
2. The Authority shall make a committee of 3 (three) officers as deemed fit ("Inspection Committee"). The Inspection Committee shall have the power to conduct random inspections of overall parking management, Parking Area and operation performance of the Concessionaire, at least once on fortnightly basis.
3. In the event, the Inspection Committee observes any violation of the SLA or the Agreement by the Concessionaire, the Inspection Committee shall have the right to impose penalty on the Concessionaire in the manner provided under the SLA.
4. The Concessionaire shall, at its own cost and expense, observe, undertake, comply with and perform, in addition to and not in derogation of its other obligations set out in this Agreement, the following:
  - a. To make necessary arrangement for finance, design, installation, construction and commencement of the Concession in accordance with the provisions of this Agreement;
  - b. To procure, as required, and maintain during the Term, the appropriate proprietary rights, licenses, agreements and permissions for the hardware, software, design, etc. for the automated vehicle parking system to be installed at the Parking Area;
  - c. To pay all charges towards utility / facilitation, consumption of electricity etc. as may be due and determined by the Authority and at the rate(s) fixed by the Authority from time to time, within the date(s) specified in the bill(s), on actuals;
  - d. To equip itself with all necessary permits, licences and such other permissions as may be required under the law in force at any time with regard to the operation of the subject



Concession;

e. To maintain such regular and proper account books along with supporting documents regarding sales effected by the Concessionaire in the Parking Area and said accounts / documents shall all the times be kept open for inspection by the Authority in such manner as may be prescribed. The Concessionaire 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 may prescribe.

f. At all times, during the currency of the Agreement, obtain proper and appropriate insurance coverage including but not limited to fire, theft and burglary in respect of all the movable and immovable assets stored or used in the Parking Area and the Authority shall not be responsible for any loss or damage caused to the Concessionaire or any third party on any account whatsoever;

g. shall not use the Parking Area for any other purpose other than for the purposes of Concession;

h. shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority;

i. shall observe, perform and comply with all rules and regulations of the Shops and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any Applicable Law 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 Concessionaire is allowed to carry on under this Agreement and to the area in which the Parking Area is located;

j. Maintain the Parking Area 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 Parking Area is not maintained in reasonably clean condition by the Concessionaire, the Airport Director shall have the power to get the same cleaned at the risk and cost of the Concessionaire and recover liquidated damages at the rate defined under penalty clause of SLA and can take other actions including termination of the Concession under this Agreement;

k. Shall employ only such servants as shall have good character and as well behaved and skilful in their business. The Concessionaire shall furnish to the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants proposed 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. The character of all persons employed by the Concessionaire shall be verified by the police to the satisfaction of the Authority, before the employment;

l. The concessionaire has to mandatorily make weekly/monthly wages/salaries etc. by directly crediting to the employees bank account only and the proof for payment of statutory wages along with PF/ESI etc. to be submitted to the authority as and when the same is demanded.

m. shall maintain a complaint book in a prominent place in the Parking Area 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;

n. shall, upon expiry of the Term or early termination, deliver the possession of the Parking Area in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority and remove its goods and other materials from the Parking Area immediately;

o. any stoppage of parking services due to reasons arising out of negligence, mishandling, mismanagement by the Concessionaire or its workforce, shall have to be made good by the Concessionaire within 24 hours of such damage;

p. Two set of uniforms shall be provided to the workers/supervisors by the Concessionaire. The Concessionaire shall also ensure that uniform is worn by the employees while on duty and kept to tidy condition along with name plate indicating their name conspicuously; and

q. Dedicated helpline number and email id shall be printed on parking token and the same shall be provided to users for any complaints / suggestions / feedback with regards to parking. The same shall be monitored by the Concessionaire and adequate responses shall be delivered to citizens within 48 hours. The Concessionaire shall provide a weekly report to the Airport Director, AAI every Monday on the number of complaints received during the previous week (Monday to Sunday) and the number of replies furnished by it to the complainants along with number of complaints on which no response has been made by the Concessionaire.

**xvii) The Authority hereby covenants to the Concessionaire, the following:**

Grant the Concession and provide the Parking Area and right of way to access the same, to the Concessionaire and its authorized representatives; and

Subject to the sole discretion of the Authority, provide assistance and cooperation to the Concessionaire, wherever required and specifically requested by the Concessionaire.

**xviii) REPRESENTATION AND WARRANTIES**

The Concessionaire hereby represents and warrants to the Authority that:

1. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
2. it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
3. it has taken all permits and consents, whether in relation to the business, environment, labor, etc. as may be required to be obtained by the Concessionaire under Applicable Law and is not in breach of any of the terms and conditions as may be required to be adhered to by the Concessionaire under the Applicable Law;
4. it has the financial standing and financial and technical capacity to undertake the Concession in accordance with the terms of this Agreement.
5. this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
6. the information furnished in the Bid and the Tender is true and accurate in all respects as on the date of this Agreement;
7. it shall at no time undertake or permit any change in ownership except with prior permission of AAI.
8. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its charter documents and constitution documents of any of its shareholders or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected; and
9. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it or its shareholders at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.
10. The Authority hereby represents and warrants to the Concessionaire that:
  - it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
  - this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and

- it has good and valid right to the Parking Area and has power and authority to grant a Concession in respect thereto to the Concessionaire.

#### **xix) TERM**

1. This Agreement shall become effective and shall remain valid and subsisting in full force for a period of 03 years from the date of expiry of the Gestation Period or start of actual operations whichever is earlier ("**Term**"), until the date of termination of this Agreement in accordance with the provisions hereof.

2. Save and except the provisions contained under NIT, it is hereby agreed between the Parties that the initial period equivalent to 50% (fifty percent) of the Term shall be observed as the lock-in period for the Concessionaire ("**Lock-in Period**"), during which the Concessionaire shall not have the right to terminate this Agreement.

**3. Extension of Contract Period:** Normally there should not be extension of contract. However, in exceptional cases, AAI may consider extension of contract at its discretion, for a further period on mutually agreed terms and conditions not inferior to existing terms of contract.

4. Any Party may, thirty (30) days prior to the expiry of the Term, may serve a notice to the other Party for the renewal of this Agreement. Upon accepting the offer of the serving Party, the receiving Party shall intimate the serving Party within a period of **Seven (07) days**, its intention to renew the Agreement. The renewal of this Agreement shall be made on identical terms and conditions as provided in this Agreement for the Term, subject to Clause xix) (3) above.

#### **xx) TERMINATION**

##### **Termination By Authority in the event of Default.**

The Authority shall have the right, at its sole discretion, to terminate the Agreement, at any time during the Term, upon serving a written Notice of termination for **60 (Sixty days)** days to the Concessionaire, for the event of default set out as below:

1. If the outstanding dues exceeds more than two (02) months licence fees and agency fails to recoup the equivalent amount of SD within **15 (fifteen) days** of demand notice received from AAI amount after AAI adjusts the same.
2. Failure/Negligence of the agency to discharge the scope of work as set out in the NIT even after 03 notices from AAI.
3. Due to unsatisfactory performance of the agency and more than 10 verified irregularities as per Appendix 2D reported in a month will be sufficient reason to consider to serve the notice of unsatisfactory performance. If the reply to the notice of unsatisfactory performance is not satisfactory AAI will have the right to serve the notice of termination.
4. causing or using the Parking Area for any purpose other than for the purposes of Concession and this Agreement; or
5. breach of any of the representations, warranties, covenants and obligations of the Concessionaire as set forth in this Agreement; or
6. any loss, damage, fine, penalty or expenses incurred by the Authority due to any violation of any Applicable Law by the Concessionaire; or
7. insolvency or bankruptcy of the Concessionaire or appointment of receiver for the assets of the Concessionaire; or
8. change of ownership of the Concessionaire in violation of Clause xxiv) below; or
9. sub-contracting without the prior approval of the Authority; or
10. failure to perform the obligation under this Agreement due to any final judgment or court order and such judgment or order has a material adverse effect on the arrangement contemplated in this Agreement; or
11. failure to replenish the Security Deposit in terms of Clause xv).(2) above; or
12. failure to pay the Concession Fee more than 02 months; or
13. failure to commence the vehicle parking upon expiry of Gestation Period of 30 (Thirty) days provided in NIT
14. failure to adhere to the conditions mentioned under the SLA, as annexed hereto; or any other

event which the Authority consider to be an event of default.

15. In case of the termination occurred due to any of the above reasons (Clause xx (1) to xx (14)) before the expiry of minimum lock in period, action in line with clause 23 (C) of License Agreement shall be taken.

16. In case of the termination occurred due to any of the above reasons (Clause xx (1) to xx (14)) after the expiry of the minimum lock-in period, AAI shall levy penalty amounting to two months equivalent of last billed concession fees, even if the contract is terminated after giving due notice period.

17. AAI also reserve the right to terminate the contract on short notice if the situation warrants or the continuation of the agency is against public interest. In such an event the Authority shall be entitled to forfeit the entire Security Deposit available with AAI and debar the agency for a period of 03 years to participate in any of the tenders issued by Airports Authority of India.

**18. Termination by the Concessionaire/Licensee:** The Concessionaire shall have the right to terminate the Agreement at any time after the expiry of the Lock-in Period, upon serving a written Notice of termination for 60 days to the Authority.

19. Upon termination of the Agreement under this Clause xx, the Concessionaire shall hand over free, vacant and peaceful possession of the Parking Area to the Authority, along with furniture, fittings, equipment and installations, if any, provided by the Authority within a period of 07(seven)days from the date of termination ("Transition Period"). In the event, the Concessionaire fails to hand over the free, vacant and peaceful possession of the Parking Area within the Transition Period, the Authority shall be entitled to charge penalty equivalent to double the Concession Fee per month as damages. Further, the Concessionaire shall remove all its goods and other materials from the Parking Area and the Airport immediately, failing which the Authority shall have the right to remove such goods / materials at the cost and risk of the Concessionaire and demand payment for such removal. If such payment is not made within 10 (ten) days, the Authority shall be at liberty to dispose off the goods / materials of the Concessionaire by public auction to recover the cost and the Concessionaire shall not be entitled to raise any objection in such eventuality.

20. On the date of expiry of the Transition Period or date of handover of the Parking Area in the manner set out in Clause xx(18) above, the Concessionaire shall hand over the access cards, identity cards and every such document and data to the Authority, which may facilitate the Concessionaire and its employees, officers, staff members, etc. an access to the Parking Area or the Airport.

21. Upon termination of this Agreement in terms of Clause xx (16) & xx (17) above, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any, on the date of expiry of the Transition Period.

22. The termination of this Agreement shall not prejudice or affect the accrued rights or claim and liabilities of the Parties prior to and on the date of termination.

#### **xxi) FORCE MAJEURE**

It is hereby agreed that in the event the Parking Area or any part thereof be destroyed or damaged for reasons beyond the control of the Authority or force majeure conditions including but not limited to act of god, earthquake, adverse government action, tempest, flood, lightning, violence of any army or mob or enemies of the country or by any other irresistible force so as to render the Parking Area unfit for the purpose and the Concessionaire is prevented from using the same for a period of 30 [Thirty] days or more due to any of the above mentioned reasons or due to any action or regulation of any concerned authority then, the Parties shall have an option to terminate this Agreement in terms of Clause xx of this Agreement.

#### **xxii) NOTICE**

Any notice or other communications required or permitted in terms of these presents shall be deemed to have been duly served (a) if delivered in person or (b) if sent by registered post / speed post / email, return receipt requested or if sent to such substituted address as any of the Parties has given to the others in writing and duly acknowledged in accordance with this Clause.

#### **xxiii) DISCLAIMER**

1. The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Tender, the Concession, Parking Area, existing structures, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the

nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Other than the representations made in **NIT** the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

2. The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause as above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire. Further, any such mistake or error shall not make the Agreement voidable. All risks relating to the Concession or arising out of this Agreement shall solely be to the account of the Concessionaire and the Authority shall not anytime be liable in this regard.

**xxiv) CHANGE IN OWNERSHIP / CONSTITUTION**

1. The Concessionaire shall not, during the Term, undertake or permit the following, except with the prior written approval of the Authority:

- any change in ownership, corporate restructuring, etc. resulting in change of control including any restructuring approved by a judicial forum; or
- transfer of business by way or sale, slump sale, business transfer including any transfer by way of an order passed by a judicial forum, or
- change in constitution of the Concessionaire.

2. Notwithstanding anything contained in this Agreement, the following shall constitute change of ownership:

- any acquisition / transfer of equity shareholding / partnership of the Concessionaire, either directly or indirectly, in aggregate of more than 50 % or more of the total equity / partnership of the Concessionaire; and
- acquisition of control, either directly or indirectly of the board of directors / management.

3. For the purposes of this Clause xxiv, the term 'control' shall mean transfer of the direct or indirect beneficial ownership or control of any entity, whether in India or abroad, which results in the acquirer acquiring control over the shares or voting rights of shares or of the board of directors or of the management and policies, as the case may be, of the Concessionaire.

**Escalation Formula**

1. The first annual escalation will be applicable after completion of eighteen (18) months of contract. 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).

2. Annual Escalation in the license fee to be calculated as under:

<b>S. No</b>	<b>Passengers growth ( in the preceding 12 months from the month in which escalation is due )</b>	<b>Annual Escalation</b>
1.	Up to 5 % (including negative growth )	5 %
2.	Greater than 05 % and less than or equal to 18 %	10 %
3.	Greater than 18 %	15 %

**SCHEDULE OF PARKING TARIFF**

1. Parking fee will be charged from all vehicles entering the designated parking area only. No access fee to be collected from the Vehicles coming for Pick/Drop:

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

<b>Details*</b>	<b>Chennai/ Kolkata</b>	<b>Gr A</b>	<b>Gr B</b>	<b>Gr C</b>	<b>Gr D &amp; “Others”</b>
<b>General (in INR)</b>					
<b>Coach/Bus/Truck</b>	50	40	30	20	20
<b>Tempo/SUV/ Mini Bus</b>	40	30	20	20	20
<b>Car</b>	40	30	20	20	20
<b>Two Wheeler</b>	20	10	10	10	10

Note: Rates are inclusive of all taxes including GST, if applicable. The airports include Cargo Complex

b. Rates applicable for slab from 30 minutes to 120 minutes, shall be as below:

<b>Details*</b>	<b>Chennai/ Kolkata</b>	<b>Gr A</b>	<b>Gr B</b>	<b>Gr C</b>	<b>Gr D &amp; “Others”</b>
<b>General (in INR)</b>					
<b>Coach/Bus/Truck</b>	110	100	70	50	50
<b>Tempo/SUV/ Mini Bus</b>	110	100	60	35	35
<b>Car</b>	100	85	55	35	35
<b>Two Wheeler</b>	25	20	15	15	15

Note: Rates are inclusive of all taxes including GST, if applicable. The airports include Cargo Complex.

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

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

AAI employees	Free of cost
Tempo & Truck operators at cargo complex	Rs. 2000 per tempo Rs. 3000 per truck
Other Car	Rs. 500
Other two wheelers	Rs. 250
Agent/licensee at cargo complex (entry at cargo complex only)	Rs. 1500

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

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

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

**\* Hindon Airport comes in “other” Category Airport of AAI for parking charges.**



## SLA-Schedule of Performance Indicators

S.No.	Service Name	Performance Indicator	Service Level Target
1.	Entry Booth Management	Number of the Non-Computerized Ticket issued	Less than 0.5% of total tickets issued.
		Response time (issuance of parking ticket and entry with security check)	Not more than 60 Seconds
		Manpower Deployment during peak hours	02 per booth
2.	Vehicle Marshalling	Time taken by vehicle to reach from entry gate to pick drop lane during peak hours.	02 Minutes
		Time taken by vehicle to reach from exit road to exit gate.	02 Minutes
		Number of vehicles parked in approach road or exit road	Zero
		Manpower Deployed for marshaling	01 Person
3.	Management of designated car parking	No. of vehicles not parked in demarcated parking slots	Zero
		Commercial vehicles or staff vehicles parked in area designated for airport users	Zero
		Manpower deployed for assisting parking in designated car park areas	02 Persons
4.	Lane Management	Number of vehicles overstaying 03 minutes in pick/drop lane	02 Vehicles
		Travel time from lane entry to lane exit during peak hours	03 Minutes
		Manpower deployed for traffic marshaling in lane	01 Persons
5.	Exit Booth Management	Length of queue during peak hours	Not more than 04 Vehicles
		Response time between vehicle reaching exit gate and vehicle attended for payment	105 Seconds
		Response time between receipt generation, receiving payment and pushing the vehicle out of car park area.	30 Seconds
		Manpower deployed during peak hours per booth	02 Persons
6.	Cleanliness of Car Parking Area	Number of cleaning staff deputed in a shift	01 Persons
		Frequency of cleaning during peak Hours	Hourly
		Frequency of cleaning during nonpeak Hours	Every two hours
7.	Staff Management	Staff not in uniform	Zero
		Staff without I-Cards	Zero
		Number of incidents of staff misbehavior with airport users	Zero

**PENALTY FOR INFRACTIONS**

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

S. No.	Description of Irregularities	Penalty Schedule		
		First Instance	Second Instance	Third instance & Onwards
1	Staff not in Uniform/ Without ID card	1500	2500	3500
2	Insufficient Manpower	3500	5000	10000
3	Un-clean premises & improper housekeeping	5000	10000	15000
4	Vehicle not parked in orderly manner	1500	2500	3500
5	Malfunctioning of e-ticket dispenser	2000	5000	10000
6	Malfunctioning of Boom-barriers	2000	5000	10000
7	Non-availability of e-payment mechanism	5000	10000	15000
8	Time clocks at entry and exit points not synchronized	5000	10000	15000
9	Malfunctioning of bar code scanner	1500	2000	3000
10	Non-generation of daily MIS or monthly MIS to be sent to AAI	3500	5000	10000
11	Encroachment	15000	25000	50000
12	Use of parking space for other than parking purposes	15000	25000	50000
13	Overcharging	5000	10000	15000
14	Obstruction of free movement to Service rooms/ station utilities	3500	5000	10000
15	Non availability of complaint book	3500	5000	10000
16	Vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
17	Commercial vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
18	Misbehaviour by parking staff	3500	5000	10000
19	Non issuance of computerized Payment Receipt	5000	10000	15000

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

## CONCESSION AREA LAYOUT



**APPENDIX: 4 of Annexure-A**

**SCHEDULE OF PREMISES**

Area:	Car Parking – 1513 sq. m. (approx.)
Location:	Outside Terminal Building of Hindon Airport
Purpose:	License for parking management system: collection of parking fees and lane management at Hindon Airport.

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 notarised)**

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Sh/ Smt. (name), ..... son/daughter/wife of .....aged .....years and presently residing at ....., who is presently employed with us/ 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)**

To,

Date: \_\_\_\_\_

Airport Director,  
Airports Authority of India  
Hindon Airport, Hindon.

**Subject: Acceptance of AAI' s Tender Conditions**

Sir,

The tender documents for the **License for parking management system: collection of parking fees and lane management at Hindon Airport** 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 **No.14(6)** 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 No. 12 of General Information and 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 No. 12 of General Information and 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 No. 13 of General Information and Guidelines** of the Tender Document 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. 2,000/-** (Rupees Two 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. 50,000/-** (Rupees Fifty 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 this .....Day of.....,20\_\_\_\_.

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

**Details of Bidder**

<b>1.</b>	<b>Details of Bidder/Lead Member</b>	
(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:	
<b>2</b>	<b>Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Concession:</b>	
<b>3</b>	<b>Details of individual(s) who will serve as the point of contact/ communication for the AAI:</b>	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	
<b>4</b>	<b>Particulars of the Authorised Signatory of the Bidder:</b>	
(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	Gross Turnover (in INR lakh)	Turn Over from Concerned Business (in INR lakh)
Total	Rs ..... lakh	Rs ..... lakh

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

Signature

Name & Membership No of Chartered Accountant/Statutory AuditorSeal of the audit firm:

Date:

UDIN:

**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) \_\_\_\_\_

**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 terms and conditions 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

**ANNEXURE: H of Annexure-V**

**LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA**

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

**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.

**ANNEXURE: I**

**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 upto mm/dd/20..... (Disputed and un-disputed amounts to be shown separately)

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

8. Details of any arbitration/litigation

Signature of Airport Director  
Name: [•]  
Designation: [•]  
..... Airport

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

**EMD Refund Process**

Collection/Refund/Settlement of Tender Processing Fee and EMD Payment and Refund of EMD shall be operated through CPP Portal through tenderer's source account.



**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 Licensors (hereinafter called the 'AUTHORITY') of the \_\_\_\_\_one \_\_\_\_\_part \_\_\_\_\_and \_\_\_\_\_(herein after 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 upto \_\_\_\_\_ from the said date unless extended on demand by AAI.

**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.

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 upto \_\_\_\_\_ 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:

**For Successful bidder only**

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

The Branch Manager,  
..... Bank,  
.....

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

Sir,

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

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

Signature of the Depositor

Place

Date

**CHECKLIST FOR BIDDERS**

<b>S.No.</b>	<b>Particulars</b>	<b>Detail</b>
1.	Type of Facility / Concession	
2.	Period of license/ concession	
3.	Tender Fee	
4.	AAI Bank Details for Tender Fee/EMD	
5.	Beneficiary name: Bank Name: Bank Address: Account No.: RTGS Code/ IFSC Code:	
6.	Earnest Money Deposit	
7.	Gross area for license	
8.	Minimum Reserved Licensed Fee/MMG	
9.	Revenue Share (%)	
10.	Eligibility Criteria	
11.	Technical Qualification	
12.	Financial Qualification	
13.	Space Rent for AC space	
14.	Space Rent for Non-AC space	
15.	Applicable Space Rent	
16.	Utility Charges	
17.	Electricity & Water Charges	
18.	CAM Charges (Master Concessionaire)	
19.	Applicable Govt. taxes (GST, etc.)	
20.	Gross Turnover	
21.	Experience Certificates	
22.	Incubation Period (Master Concessionaire)	
23.	Gestation Period	
24.	Security Deposit Towards LF	_____Months License Fee
25.	Security Deposit Towards EWC Charges	

**Critical Dates**

26.	Date of publish of Tender document	
27.	Start download/sale date of RFP/RFQ/Tender documents	

S.No.	Particulars	Detail
28.	Last download/sale date of RFP/RFQ/Tender document	
29.	Last date of submission of queries to RFP/RFQ/Tender Document on CPP portal	
30.	Reply to the queries by AAI on CPP portal	
31.	Last date for online submission of bids/proposals on e-tender portal	
32.	Technical Bid Opening date	
33.	Financial Bid Opening date	

Airlines operating : Star Air

Operating sector : Star Air : Hindon-Hubli, Hindon-Kalaburgi,

Passenger Details :

SN	Month	Total
1.	Aug 2020	304
2.	Sept 2020	728
3.	Oct 2020	810
4.	Nov 2020	1688
5	Dec 2020	1997
6.	JAN 2021	2227
7.	FEB 2021	2369
8.	March 2021	2701
9.	April 2021	2259
10.	May 2021	999
11.	June 2021	1731
12	July 2021	2663
13	August 2021	2613
14	Sep 2021	2481
15	Oct 2021	2496
16	Nov 2021	2536
17	Dec 2021	2849
18	Jan 2022	2158
19	Feb 2022	2395
20	March 2022	2734