



NOTICE INVITING QUOTATION

AAI/TR/COMML/ATM/2022

**License for Installation & Operation of ATM in Departure Gopuram
in City Side of Trichy International Airport**

TRICHY INTERNATIONAL AIRPORT, TRICHY

NIQ No : 2022_AAI_03

MAY 2022

**AIRPORTS AUTHORITY OF INDIA
SOUTHERN REGION, .**

TRICHY INTL AIRPORT, TRICHY

NOTICE INVITING QUOTATION

NO. AAI/TR/COMML/ATM/2022

DATED: 04.05.2022

1. Sealed quotations in the prescribed format are hereby invited from Scheduled Commercial Banks through Banks' Branch offices/Regional offices or Corporate office for granting of **License for installation & Operation of ATM in Departure Gopuram in City Side** of Trichy Intl Airport.

Name of Facility	Earnest Money Deposit (EMD) (in INR)	Location / Space	Minimum Reserve License Fee (MRLF) (in INR)	Cost of Tender Document inclusive of all taxes & levies (Non-refundable)
INSTALLATION AND OPERATION OF AUTOMATED TELLER MACHINE (ATM) in Departure Gopuram in City Side of Trichy Intl Airport. Period : 03 years Area : 4.14 sqm (tentative)	Rs.1,00,000/- (Rupees One Lakh only)	In Departure Gopuram in City Side of Trichy International Airport	Rs.3,500/- (Rupees Three Thousand Five Hundred only) per month plus GST and other charges applicable	Rs. 2,000/- (Rupees Two Thousand only)

Note:

- (a) Offer below MRLF will not be considered for award.
- (b) The bidder has to quote License fee payable to AAI for the ATM per month basis in the financial bid format.
- (c) **The period of license shall be for 03 years, compounded with 10% annual escalation in the quoted license fee.**
- (d) **The highest bid received in the sealed offers will be treated as the 'discovered price'.**

(e) **The other bidders / Banks who participate in the bidding process will be given option to set up ATMs at other location, subject to matching the 'discovered price', but before the validity of bid only i.e., 180 days from the date of opening of financial bid.**

(f) The successful bidder is liable to pay all Govt. Taxes including GST (18% at present) applicable at the rates declared by Govt. of India / state govt. / Union Territory from time to time.

(g) No separate space rent for the said allotted area shall be chargeable. However, electricity / any other applicable charges including Govt. Taxes shall be payable extra. Utility Facilitation charges @ 10% of normal notified space license fee shall be chargeable.

(h) No advertising / branding shall be permitted at the ATM counters. Only signboard indicating the logo and name of the Bank shall be permitted to be displayed. The maximum size of the sign board should not exceed the facia having maximum area of 12 sq ft.

2. 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.

3. 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.

4. **Gestation Period** - Thirty (30) days or actual commencement of commercial operations, whichever is earlier.

5. **Eligibility Criteria: Any Scheduled Commercial Banks (both Nationalized / Private) having banking license from Reserve Bank of India.**

6. Only one quotation document shall be sold to a single party either a firm or an individual.

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

(a) De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Deptt. etc.

(b) Parties facing action under PPE Act/ AAI Act, with AAI.

(c) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI shall also not be eligible for the quotation.

(d) If the entity participating in the quotation 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.

8. The **FORM OF QUOTATION** duly completed in all respects should reach either by registered post or by persons should be sent to **THE AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA, TRICHY INTL AIRPORT, TRICHY – 620 007** on or before **25.05.2022 by 1500 hrs positively**. The quotations will be opened on the same day at 1530 hrs in the presence of the interested quotationers or their authorized representatives.

9. AAI reserves to itself the right to reject the conditional offers without assigning any reason thereto.

10. AAI reserves to itself the right to reject any or all the quotations without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).

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

AIRPORT DIRECTOR
AIRPORTS AUTHORITY OF INDIA
TRICHY INTL AIRPORT
TRICHY – 620 007

GENERAL INFORMATION AND GUIDELINES

1. Quotation Documents are not transferable.
2. The Technical bid must be sealed in envelope in Envelope 'A' and financial Bid in envelope 'B' and both the Envelopes are to be sealed in 'MASTER ENVELOPE'.
3. **The Technical Bid in the Envelope 'A' shall be opened first, shall contain the basic documents specified as under :-**
 - (a) Self - attested copy of the PAN card & GST Registration Certificate.
 - (b) Copy of RBI License /authenticated proof.
 - (c) EMD of Rs.1,00,000/- in the form of DD to Airports Authority of India payable at Trichy.
 - (d) Tender Cost amount of Rs.2,000/- in the form of DD to airports Authority of India, payable at Trichy.
 - (e) No dues certificate.
 - (1) 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 thereon along with the details of SD and mode of SD.
 - (2) No dues certificate from AAI
The Bank Branches should also enclose the no dues certificate as on **31.03.2022** issued by AAI in respect of all AAI airports. It will be the responsibility of the party to obtain the no dues certificate from all the stations and or offices of AAI and submit the same with the quotation documents.
 - (f) Form of unconditional acceptance duly signed – **Attached as Annexure-G**
 - (g) Declaration format – **Attached as Annexure-C**

Important: AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case to case. Mere submission will not bind AAI to accept the documents as valid for opening financial bid. Non submission of any of the required documents will not be considered as exemption. It may clearly be noted that the quotation not accompanied by the required documents shall not be considered.

4. Envelope 'B' (Financial Bid):- The Envelope B should contain only the financial bid in the prescribed format as per **ANNEXURE-A**.

5. The amount of license fee offered per month should be conspicuously written both in figures as well as in words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the quotationer(s).

6. In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

7. The offer of first year license fee will be 10% cumulative annual escalation for the subsequent years. The first annual escalation will be applicable after completion of one year + six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e., commencement date had there been no extension in gestation period).

8. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred/ blacklisted for further participation in AAI's quotation(s) / tender for a period of 1 (one) year, on account of non-completion of the following:-

- (a) Acceptance of the offer within 10 days
- (b) Payment of advance license fee for one month within 15 days from the date of the award letter.
- (c) 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 (1st) year to AAI as an interest free security Deposit. The SD amount equivalent to 2 months concession fee to be submitted in the form of BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, will not be accepted) and balance 2 months equivalent concession fee by way of NEFT/RTGS or DD/PO.
- (d) Execution of the Agreement within 15 days; and
- (e) Commencement of the facility within the applicable Gestation Period..

9. Quotation(s) will remain valid for a period of 180 days from the date of opening of the Financial Bid in Envelope 'B'. If any quotationer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, the quotationer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their quotation(s) with consent of AAI.

10. Debarring Provisions

(a) If the party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the license is liable to be terminated by AAI and the EMD received will be forfeited. The party will also be debarred from participating in any quotation or AAI for a period of one year.

(b) If any license 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. In case any penalty or fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.

(c) If at any stage, AAI finds that the party had submitted any false/wrong/ concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for three years for participation in AAI quotations.

(d) If the licensee does not operate the license up to 50% of the license period then the party is liable to be debarred for next one year.

11. Exit Clause

a) Normal termination: The license 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 continue to be payable along with the delayed interest (at the rate mentioned in the agreement) till the same is settled. The licensee cannot claim the dues to be time barred or ultra vires even if after the license 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 commenced from the next date within which the dispute should have been resolved. No extra notice need to be served by either party and the license will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the license 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 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 licensee on the other part 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 party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original license. The period of 6 months will be reduced to 4 months if the license period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 2 months license fee.

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 license at any particular location or otherwise then it will deemed to be closed from the date of such enactment. No compensation is payable by AAI.

Exponential Penalty on licensees@ double the license fee per month in the form of damage charges can be imposed on licensees unauthorized occupying the premises after expiry of license period.

12. All the above guidelines will form part & parcel of the Form of Quotation.

13. AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the quotation.

14. AAI reserves right to reject any or all quotation(s) in part or in full without assigning any reason.

**AIRPORTS AUTHORITY OF INDIA
TRICHY INTERNATIONAL AIRPORT
TRICHY (TAMIL NADU) – 620 007
Telephone- 0431 - 2341810**

FORM OF QUOTATION

Quotation for Installation and operation of ATM facility in Departure Gopuram in City Side of Trichy International Airport.		
1.	Name & Address of Bank with Telephone/Mobile No./e-mail ID	
2.	Period of license	Three (03) years,
3.	Quotation of the license fee per month	Prospective bidder has to quote their offer to AAI - Rs. per month per ATM (In wordsp.m. per ATM), exclusive of taxes & other charges

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

(a) Earnest Money Deposit of Rs.1,00,000/- is liable to be forfeited by AAI, if on award of licence, I/We do not accept the award or do not fulfill any of the conditions stipulated in quotation documents, within the prescribed time.

(b) I have not been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and have not paid such dues to AAI. The associated firms/subsidiaries or such defaulting party shall also not be eligible for consideration of tender/quotation.

(c) AAI reserves itself the right to reject the conditional quotation without assigning any reason thereto.

(d) The AAI does not bind itself to accept the highest or any quotation and reserve to itself the right of accepting the whole or any part of the quotation and the bank shall be bound to provide the service at the rate quoted.

Signature of the licensee:

Name:

Address:

Tel. No./Mobile No./e-mail ID

Witness:

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, hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART; and, _____ a Proprietorship Firm /Partnership Firm/ LLP/Company incorporated under the Company Act 2013, represented by _____ and having its registered office at _____ (herein after 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 Trichy Intl 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 Three (03) 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 25th day of English calendar month as under:

Year	Amount of Monthly License Fee
1 st Year	+ GST applicable on time
2 nd Year	+ GST applicable on time
3 rd Year	+ GST applicable on time

3. Rate of Escalation:

- (a) License Fees shall be subject to annual escalation of 10%.
- (b) The first annual escalation will be applicable after completion of one year + six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in the NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
4. AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of license fees etc., by 25th of the same month, failing which interest on delayed payment @ 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is 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 interest on delayed payment at the rate of 6% per annum shall be charged from the due date for delay period of upto 30 days and if delay is 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 Rs.1340 per sq.m.pm towards AC space rent (if applicable) and Rs.890 per sq mtr pm towards Non AC space rent (if applicable). Licensee is also liable to pay utility facilitation charges @ 10% of monthly space rent. Such charges shall be paid within the date(s) specified in the bill(s). The space rent/Utility Facilitation charges are subject to compound annual escalation on 1st April of every year or as may be decided by AAI from time to time.
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 submit Security Deposit, amounting to 4 months equivalent Concession fee of the First (1st) year to AAI as an interest free security Deposit. A sum of Rs. _____/- (Rs. _____ only) i.e. an amount equal to two (02) months of license (based on 1st year license fee) fee as Security Deposit by online payment in the form of RTGS/NEFT and the balance sum of Rs. _____/- (Rs. _____ only) i.e. an amount equal to Two (02) months of license (based on 1st year license fee) fee as Security Deposit in the form of Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Airport Director, AAI, _____ Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

10. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual 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.

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 said and 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 may prescribe. Licensee shall be liable to share invoicing details live with AAI.

13. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.

14. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.

15. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

16. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.

17. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

18. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.

19. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.

20. The licensee must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum period of 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 licensees 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 180 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 due to it by the Licensee. The license can be terminated by the Authority by giving 60 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 180 days, for surrender of license/ concession after completion of 50% license period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

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

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. No compensation is payable by AAI. Exponential penalty on licensees @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.

25. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.

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

27. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in Appendix '1, 2 & 3 ' respectively annexed hereto.

28. The period of license shall remain same with the condition that in case of privatization / leasing out / master concessionaire of airport under reference, the unexpired period of this license agreement shall be honored by the prospective license / operator of such airport instead of termination by a short notice.

29. Novation Clause:

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

30. 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 purposes 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.

Signed by _____ Airport Director, airports Authority of India,
Trichy Intl 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 the _____
In the presence of :

WITNESS:

1. _____

2. _____

GENERAL TERMS AND CONDITIONS.

The Authority hereby covenants with the licensee as follows:

(1) The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.

(2) The Licensee paying the 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. 5000/- per day for each default upto 02 days & thereafter Rs.10000/- per day and can take other actions including termination of the licence.

(9) The licensee shall comply with the requirements of all standard health clauses including those given below:

a. The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.

b. All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.

c. The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.

d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.

f. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.

(10) The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

(11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the

licensed premises) of minimum a 2.5 kg CO2 fire extinguisher in the licensed premises at his cost before commencement of business.

(b) No wooden partition/ inflammable material shall be permitted in the licensed premises. The material to be used for partition /fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.

(c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.

(12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.

(13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.

(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 besought by the licensee alone and no collective representation I 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 I their goods and other materials from the premises within seven days, failing which Authority reserve its right to remove such goods I 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 I 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 handover the site peacefully to AAI immediately and shall be given a maximum of 07 days (**Transition Period**) to remove his / their goods and other materials from 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 remove his/ their goods and other materials from 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 remove his /their goods and other materials from the premises 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 license 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 license 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 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 the disputed amount (in the form of BG/DD/PO/NEFT) with AAI. The BG shall be valid for a period of 2 years extendable automatically year to year till the decision of arbitrator.

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/ DD/PO/ RTGS/ NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute. The Bank Guarantee will be in addition to the license directed Security Deposit already available with the Authority. This additional Bank Guarantee shall be valid for a period of two years extendable automatically year to year till the finalization of Conciliation/ Arbitration process respectively.

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 license 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 I town I district where the airport is located.

(SIGNATURE OF LICENSEE)

SPECIAL TERMS & CONDITIONS

1. The Automated Teller Machine should be operated round the clock every day without any break. Maintenance / repair if any, required shall be attended immediately.
2. No other advertisements other than their company for this service shall be permitted by AAI in the counter / allotted space.
3. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.
4. That the authority shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. Licensee shall be solely responsible for any such losses / claims.
5. Licensee shall fix the Electricity Meter at his own cost for the area for which electricity charges is applicable.
6. All taxes, levies and duties payable under this license would be the Licensee's liability and he / she/ they shall be liable and responsible for payment of all income and other taxes and duties which may be levied by Authorities on the earnings under this license. Licensee shall also be liable to pay all assessments / charges license fees and expenses, in connection with his / her / their right to use, as may be assessed or demanded in this respect by Municipal or other authorities. Licensee shall keep and will continue to keep AAI indemnified and harmless against any claim or liability that may arise in this regard.
7. The Licensee shall indemnify and keep harmless the Authority from any loss liability claim for damages that may be sustained by any person or caused to any property or which may otherwise occur, in connection therewith by reason of operating this license.
8. The above special conditions shall form part of the agreement.

SCHEDULE OF PREMISES

FACILITY : AUTOMATED TELLER MACHINE AT CITY SIDE OF TRICHY INTL AIRPORT

- | | | | |
|----|---------------|---|--|
| 1. | AREA ALLOTTED | : | 4.14 SQM (TENTATIVE) |
| 2. | LOCATION | : | CITY SIDE OF TRICHY AIRPORT.
IN DEPARTURE GOPURAM |
| 3. | PURPOSE | : | Installation & Operation of ATM (s) |

SIGNATURE OF THE LICENSEE

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 MI. (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_ 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 associates 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:
Seal

Signature with

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 31/03/2022** (Disputed and Un-disputed amounts to be shown separately).

Item	Disputed amount (Rs.)	Un-disputed Amount (Rs.)	Remarks
License 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**

FORM OF BANK GUARANTEE

(to be executed on Non-judicial stamp paper of Rs.100/- by the successful tenderer)

WHEREAS by a license agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (herein after 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 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 sole judge for this demand : PROVIDED that our liability under this guarantee shall be limited to the 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 variations(s) or any of the terms and 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 _____ (Bank's Name) or that of the licensee or the authority.

5. We further confirm that the guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.

6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- (i) Our liability under this Guarantee shall not exceed Rs. _____ during the currency of the contract and 6 months thereafter.
- (ii) This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to 180 days from the said date.
- (iii) We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon us a written claim or demand on or before _____.
- (iv) All claims under the guarantee will be payable at _____.
- (v) The Bank Guarantee confirmation letter No. _____ is integral part of the B G No. _____ dated _____.

For Bank Name

Dated :

Place :

Witness:

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/Ourbank Guarantee No.dated.....for
R.s.....Issued in favour of s AAI A/c No.....

Sir,

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

I hereby authorize the AAI in whose favour the deposit is made to encash I 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:

ACCEPTANCE LETTER
(To be submitted in applicant letter head)

Date :

To,

Airport Director,
Airports Authority of India
Trichy Intl Airport

Subject: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the "[Name of License]" at Trichy Intl 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 forms part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the NIQ Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the NIQ conditions of AAI's NIQ documents in its entirety for the above facility.
4. The contents of Clause 9 of Notice inviting Quotation of the NIQ Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional quotations 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 part nor 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 Quotation 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 the Quotation 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 Clauses to of the Quotation 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 of the NIQ Document.

10. I/We declare that we satisfy and meet the requirements as specified in the NIQ Document and eligible to submit a Proposal in accordance with the terms of this NIQ 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 NIQ 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 EMD of Rs.1,00,000/- (Rupees One Lakh only) to AAI in accordance with the NIQ Document. The copy of payment receipt is attached.

14. 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.

15. I / We agree and understand that the Proposal is subject to the provisions of the NIQ Documents. In no case, I/We shall have any claim or right of whatsoever nature if the contract is not awarded to me I us or our Proposal is not opened.

16. I / We agree and undertake to abide by all the terms and conditions of the NIQ Document.

Dated thisDay of, 2022.

Name & Address of the applicant	
Name, signature & seal of the authorized Representative	

PROCEDURE FOR SUBMISSION OF BG TO AAI

1. AAI has made arrangement for verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System (SFMS) of ICICI Bank. The system will operate on pan India basis.

The successful bidder has to submit the BG in accordance with following bank details:

CORPORATE NAME:	AIRPORTS AUTHORITY OF INDIA
BANK NAME:	ICICI BANK
IFSC CODE:	ICIC0000007
BG ADVISING MESSAGE:	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE:	Specific code for each unit as per Annexure-I to be mentioned in field 7037 of the BG advising message code.

*Please note that only unique identifier code will change depending on the AAI unit calling the tender.

2. While submitting the documents to BG issuing bank, the vendor/customer/concessionaire will also submit letter to the issuing bank as per the format mentioned in the Annexure-II.

3. While submitting the BG to AAI, the vendor/customer/concessionaire should attach the copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

Advisory: for Applicant and its BG issuing Bank Branch

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

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV / IFN 767COV or **committing any error while capturing the details** at least in the below field, **BG confirmation through online portal would not be updated.**

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

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

IFSC CODE: ICIC0000007

Corporate Name: Airport Authority of India

Field Number**Particulars(to be mentioned in Row 1)**

7037

<unique identifier> (appended below)

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

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

Sno	Name of the AAI unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1.	TIRUCHIRAPALLI	bgv.tiruchirapalli@aai.aero	AAITIRUCHIRAPALLI

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

Date:_____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC00000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier_____ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC00000007).

Thanking You,

(Vendor/Customer/Concessionaire)