

NIT/ Tender Document



AIRPORTS AUTHORITY OF INDIA

Notice Inviting E-Tender (NIET)

**For License for operating Snack Bar at Security Hold Area (SHA)
in Terminal Building at Mysuru Airport. (Open Tender)**

E-bid no.: 2022_AAI_114753 _1

May 2022

COST OF TENDER - Rs.4000/- (Inclusive of GST)

Subject: E-Tender for License for operating Snack Bar at Security Hold Area (SHA) in Terminal Building at Mysuru Airport.

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DISCLAIMER

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

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

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

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

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

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

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

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

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

AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF COMMERCIAL

E-Tender for License for operating Snack Bar at Security Hold Area (SHA) in Terminal Building at Mysuru Airport.

INTRODUCTION

1. Airports Authority of India is (“AAI”) is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject **E-Tender for License for operating Snack Bar at Security Hold Area (SHA) in Terminal Building at Mysuru Airport**. 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.
3. 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.
4. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
5. During the Financial Year 2017-18, AAI has recorded a Total Revenue of Rs. 12,976.96crores and a Profit After Tax (PAT) of Rs. 2801.64 crores.
6. Major Airlines and Passenger Traffic data of the airport may be referred at www.aai.aero

Disclaimer:

The traffic data is given for indicative purposes only and applicants 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.

NOTICE INVITING E-TENDER (NIET)

1. E-Tender is hereby invited for granting concession for the following:
- 2.

Name of Facility	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF) (in INR)
E-Tender for License for operating Snack Bar at Security Hold Area (SHA) in Terminal Building at Mysuru Airport.	Rs.4000/-	Rs.50,000/-	Rs. 63,333/- per month (excluding GST, & electricity charges)

NOTE:

- a) Offers below MRLF will not be considered for award.
 - b) Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
 - c) License fees shall be the quoted fixed license fees. The quoted fixed license fees 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) 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.
 - (ii) 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.
 - (iii) Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent is As Per AAI Policy subject to annual escalation of 10%) for allotted space
2. **Location Details:** Indicative Auto CAD drawing of concession area layout along with detailed schedule of premises specifying area is at Appendix 3 & 4
 3. **Period of Concession:** 2 years
 4. **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 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.
 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 is the time after issuance of LOIA and before handing over of site is the period in which the concessionaire shall fulfil the contract formalities (like acceptance of the LOIA, submission of security deposit, signing of agreement etc.) as mentioned in LOIA. The site shall only be handed-over after fulfilment of these formalities which shall not be later than **30 days** (unless otherwise specified) from the date of issuance of LOIA.

8. Handing Over of Sites:

- a. Date of handing over of site should be on or before 31st day of issuance of award letter, upon fulfilment of contract formalities to be done by the licensee during business incubation period. If the licensee fails to complete the contractual formalities which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 31st day of issuance of LOIA.
- b. Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.
- c. 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 from the 31st day of issuance of LOIA. However, actual handing over of sites shall only be done after completion of all conditions of award.
- d. 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

9. Gestation Period:

- a. Gestation period of **90 Days**, 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 favour of the existing licensee in the same place (i.e. same area as well as location). However,
 - i. Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
 - ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

10. Eligibility Criteria:

a. Technical Criteria:

- (i) The participating agency must have one (02) year experience in F&B business during the last seven (07) years.
- (ii) The participating agency must have operated more than three outlets in the one year period (during last seven years) for which experience in (i) above is claimed out of which at least one (01) should be located:

- a. In any Indian airport/International airport with more than 1 million passenger/annual as on the date of publication of RFQ/Tender.

OR

- b. Other passenger transport terminal such as, metro rail, metro rail station, railway, railway station (metro or railway stations must be in cities with population more than 10L (as per 2011 census) or commercial complex (commercial complex should have a floor plate size of at least 10000 sq. mtrs). Other outlets (upto 2) can be present at ports, bus stations, airports, railway stations, hotels, metro stations, roads, highways, shopping complexes, other commercial complexes.

Note: The copy of required documentary proof (work order/license and/or requisite proof as per Shops and Establishment Acts, Trade tax certificates etc. for each outlet) with the applicable authority and proof of completion of requisite tenure of one (01) years shall be submitted for verification.

OR

- c. The participating agency shall be currently operating a hotel with at least three star valid star category or heritage category issued by Hotel & Restaurant Approval and Classification Category (HRACC), Ministry of Tourism, Government of India with at least one (01) year of experience during the last five (05) years.

The copy of Hotel & Restaurant Approval & Classification Committee (HRACC) document for verifying the star rating and proof of completion of requisite tenure of one (01) year shall be submitted for verification.

OR

In case, Hotel is not HRACC certified, then Hotel should have following facilities:

- Minimum 16 Hrs. Coffee Shop operation per day;
- Standalone restaurant
- Having minimum 80 rooms
- Swimming pool

Duly supported by relevant documents.

OR

- d. The participating agency shall be currently an operator of the food and beverage business in a three star hotel having valid star category or heritage category issued by Hotel & Restaurant Approval and Classification Committee (HRACC), Ministry of Tourism, Government of India with at least one (01) year of experience during the last five (05) years.

The copy of work order/license/MoU with the hotel, proof of completion of requisite tenure of one (01) year shall be submitted for verification.

OR

- e. The applicant is currently functioning as a flight kitchen operator with at least one (01) year experience during the last five (05) years.

The copy of work order/ license/ MoU with the Airline Company and proof of completion of requisite tenure of two (01) year shall be attached as proof.

b. Financial Criteria:

- i. Qualifying Gross **Turnover of Rs.7,59,996/-** (Rupees Seven Lakhs Fifty Nine thousand Nine hundred and Ninety six only), will be 50% from, the business for which experience has been claimed, of Minimum Turn over Requirement;
 - a) Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Account/Statutory Auditor.
 - b) The turnover of the company/agency should be in any one of the last three (03) financial years from the date of publication of NIT.
 - c) Unless otherwise specified, net worth of the bidder should be positive.
 - d) In case of multiple business of bidder, the breakup of the turnover (certified by statutory auditor/chartered account) with the specific head as from the tendered facility should be submitted.
 - e) Duly notarized and stamped undertaking by bidder regarding overall as well as break up of turn over should also be submitted.
 - f) Certificate issued by Chartered Accountant / Statutory auditor with Unique Document Identification Number (UDIN) mandatorily, with respect to net worth of the bidder, may be accepted for ascertaining positive net worth (or as specified in the tender document) of the bidder
11. Only one e tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
12. Any party either a firm or an individual falling under the following categories is not eligible:
- a. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defence, 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.
 - b. Parties facing action under PPE Act, with AAI.
 - c. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI shall also not be eligible for the e tender.
 - d. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or 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.
 - e. If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director/partners/sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the AAI except the dues pertaining to the current quarter i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI tenders.

The disputed amounts which are referred for Dispute Resolution/ Arbitration by the competent authority shall not be considered as outstanding dues provided the agency has furnished and additional validated security deposit (In addition to Security Deposit as per the 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 the security deposit of the 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 /Arbital Tribunal staying/Withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

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

“I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliate(s) or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”

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

- a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in
- b) The bids shall not be accepted in any other form
- c) The e-tendering process is online at NIC CPPP E-Tendering Portal at etenders.gov.in
- d) Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in mentioned above.
- e) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
- f) Cost of tender fees amounting to **Rs. 4,000/-** (Rupees Four thousand only), shall be paid by the bidder before the scheduled time of e-tender submission through Online Payment Gateway in favour of AIRPORTS AUTHORITY OF INDIA, RHQ - SOUTHERN REGION, CHENNAI 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 tenderers before the scheduled time of e-tender submission through Online Payment Gateway in favour of AIRPORTS AUTHORITY OF INDIA, RHQ -SOUTHERN REGION, CHENNAI. No other mode of payment shall be acceptable.
- h) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) made through Online Payment Gateway is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- i) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
- j) E-bids shall be submitted in two bid system as follows:-
 - i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information / guidelines of Notice Inviting Tender.
 - ii. Financial Bid – As required under clause 4 of general information /guidelines of Notice Inviting Tender.

14. **Critical Dates:**

S. No.	Activity	Scheduled Dates and Time
1	Download/Sale of e-Tender Document from NIC CPP portal	From 03.05.2022 to 23.05.2022 Up to 1000 Hrs.
2	Submission of queries related to e-Tender, if any; on NIC CPP portal only	03.05.2022 Up to By 1500 Hrs.
3	Reply to the queries by AAI on NIC CPP portal	17.05.2022 By 1500 Hrs
4	Online submission of Bids / Proposal(s) (Technical Bid as well as Financial Bid) on e-tender Portal	23.05.2022 Upto By 1000 Hrs
5	Opening of Technical Bids / Proposal(s) (online only)	24.05.2022 ON AT 1030 Hrs
6	Opening of Financial Bids /Proposal(s) (online only) Tentative	Tentative

2. In case bidder withdraws from tender process before opening of technical bid date 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 debarred for participation in any tender at Mysuru Airport for **one year** from the date of debarment.
5. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
6. 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).
7. 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
Mysuru Airport**

“E-Tendering guidelines to the bidders”

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

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

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

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

CPPP under GePNIC, Help Desk Services

1. **For any technical related queries, please call the Helpdesk at 24 x 7 Help Desk Numbers: 0120-4200462, 0120-4001002**

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

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

E-Mail: cphp-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 Person	Escalation Matrix	E-mail address	Help Desk Number	Timings
1	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (6Lines)	0800-2000 Hrs. (MON- SAT)
2	Sh. Sanjeev Kumar, Jr. Exe. (IT)	After four hour of issue	sanjeevkumar@aai.aero	011-24632950, Ext- 3505	0930-1800 Hrs. (MON- FRI)
3	Mrs. S. Nita AGM(IT)	After 12 Hours	snita@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON- FRI)
4	Amit Kumar, Jr. Exe. (Commercial)	After 12 hour	Amitk.sahay@AAI.AERO	044-22567499	0930-1800 Hrs. (MON- FRI)
5	General Manager(IT)	After 3 days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON- FRI)
6	Commercial In charge	After 3 days	gmcommlsr@AAI.AERO	044-22567491	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 deposited Via bank transfer in the form of RTGS/NEFT to AIRPORTS AUTHORITY OF INDIA, RHQ -SOUTHERN REGION, CHENNAI as per the details already provided in the NIET. A copy of document indicating payment of EMD through RTGS/NEFT is to be uploaded in the technical bid. Non-payment of EMD by the stipulated date & time shall lead to disqualification of tendered(s).

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

Refund of EMD:

EMD of unsuccessful bidders received through bank transfer mode shall be refunded online through the same mode only and it shall be refunded in the bank account whose detail is required as per “Annexure – J” to be submitted as part of technical bid. The refund of EMD to bidders who fail to qualify the eligibility /technical stage shall be initiated automatically within 30 days of opening of financial bid.

f) No Dues Certificate:

i. Self-Declaration of Dues:

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

ii. No Dues Certification from AAI:

The party should also enclose the no dues certificate issued by AAI (Up to 30th September 2021, except where the dues are pertaining to current quarter i.e. the quarter in which tender is invited) 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 Affiliates or against any of the Directors/Managers/Employees”

i) Declaration giving the details of blacklisting or debarring by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (Refer Annexure G).

j) 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.

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 62 no. of pages (duly signed and stamped by the authorized person)
- p) Certified Details of the Gross turnover of Rs. 7,59,996/- out of which Rs. 3,79,998/- from the business for which experience has been claimed and net worth to be experience to be submitted by the tenderer duly certified by Charter Accountant / Statutory Auditor.

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 CPMP 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 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 fulfil any of the conditions stipulated in e-tender documents, within prescribed time.
 - ii. On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of one (1) year.
 - iii. In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e-tender/ tender of AAI, for a period of **One (01) year**.
- b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
 - c) The AAI does not bind itself to accept the highest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the service at the rate quoted.

- d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
 - e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s)/e tender(s) for a period of **one (1) year**, on account on non-completion of the following:
 - a) Acceptance of the offer within seven (07) days from the date of issuance of the award letter addressed to the party.
 - b) Payment of advance license fee for one month within 15 days from the date of issuance of the award letter.
 - c) Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 08 months equivalent Concession fee of the first (01st) year to AAI as an interest free security Deposit. The SD amount equivalent to 08 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) .
 - d) Payment of Security Deposit for Common area Maintenance (CAM) and Utilities (electricity, water etc..) within 15 days from the date of issuance of award letter, amounting to 5% of annual quoted License fee subject to minimum Rs 10,000/-. The SD amount equivalent to be submitted in the form of RTGS / BG from any scheduled commercial bank(Bank Guarantee from co-operative bank, even scheduled, will not be accepted)
 - e) Execution of the Agreement within 15 days from the date of issuance of award letter (on Stamp Paper of appropriate value, related cost to be borne by the licensee).
 - f) Commencement of the facility within gestation period.
6. E - Tender(s) will remain valid for a period of 180 days from the date of opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in any tender of AAI for one year.
7. The tenderer(s) shall give the list of his near relatives employed in AAI.
8. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are **near relatives*** of AAI employees, or are ex-employees of AAI who have separated from AAI in the past two years.
9. **Fraud & Corrupt Practices and Penalty:**
 - a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:
 - i. has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or
 - ii. has made misleading or false representation in the forms, statements and attachments submitted; or

- iii. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
 - iv. One or more of the eligibility criterion have not been met by the Applicant; or
 - v. The Applicant has made a material misrepresentation; or
 - vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - vii. The applicant or its associates 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.

10. Conflict of Interest:

A bidder shall not have any 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 bidding process, if:

- (i) The Bidder, or its Affiliates (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 hereof having a shareholding of more than twenty(20) per cent 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 Affiliate is less than twenty(20) per cent of the aggregate issued, subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, Insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act 2013; for the purposes of this Clause, indirect shareholding held through one (1) 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 per cent) 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 through common third party/ parties, that puts either or both of them in a position to have access to each other information about, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation

In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium. Note: Regarding conflict of interest, AAI shall place reliance upon the declaration to be submitted by the bidder/applicant in the form of acceptance of \AAI's tender conditions/other documents forming part of technical bids. In the event, the declaration submitted by the bidder/applicant towards there being no conflict of interest is found incorrect/false, such incorrect declaration would be treated as submission of false/incorrect document and it would amount to material misrepresentation made by the bidder/applicant. In such event, punitive action shall be taken by AAI as per provision of tender documents/license agreement.

11. Exit Clause, Dispute Resolution, Arbitration & Litigation.

a) Normal termination:

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

b) Termination for cause:

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 need be served by either party or the concession/ license will terminate after the expiry of the notice period. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for the

eight months (o8) 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% licence period, then the Security Deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/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

he 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.

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

13. AAI reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.

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

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

ANNEXURE : A

Draft Licence Agreement

**Photo of the
Licensee**

SUBJECT: Grant of License for _____ at Mysuru 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 _____ (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 _____ 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 st Year	_____ + GST applicable on time
2 nd Year	_____ + GST applicable on time

3. Rate of Escalation:

- a. License Fees shall be subject to annual escalation is 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 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. The AAI shall raise the bill on or before of 10th of every month. The concessionaire has to make the payment of the License Fee etc, by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date of the delay period of up to 30 days, them interest at the 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 10th of every month. The concessionaire has to make the payment of the License Fee etc, by 25th of the same month, failing which interest on delayed payment at the rate of 6% per annum shall be charged from the due date of the delay period of up to 30 days, them interest at the 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. _____/-per sqmtr pm towards AC space rent (if applicable) and Rs. _____/- per sqmtr pm towards Non AC space rent (if applicable and subject to escalation/revision). Licensee is also liable to pay utility facilitation charges @ 10% of AAI notified normal space rent.
6. That in addition to the above said licence fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in "Laws".
8. That the licensee shall make Performance Security Deposit, amounting to 4 (Four) months equivalent Concession fee to AAI as an interest free security Deposit. A sum of Rs. _____/- (Rs. _____ only) i.e. an amount equal to Four (04)

months of license 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, or in the form of FDR shall not be acceptable) in favour 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.

9. 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.
10. 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.
11. 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 may prescribe. Licensee shall be liable to share invoicing details live with AAI.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
19. 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.
20. 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.
21. 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 as due to it by the Licensee. The license can be terminated by the Authority by giving 180 days notice in writing without assigning any reason thereto.

22. 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 (06) 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% licence period, then the Security Deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/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.

23. 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.
24. 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.
25. **SET-OF clause:** In the event of a default or breach on 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 fullest extent, with prior notice of 7 (Seven) days to the licensee, by the 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 right 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 on 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

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

*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".

28. 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. _____

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the licensee as follows:

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

in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate

of Rs.500/- per day for each default upto 03 days & thereafter Rs.1000/- per day and can take other actions including termination of the licence.

- (9) The licensee shall comply with the requirements of all standard health clauses including those given below :
- a. The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.
 - b. All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - c. The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (c), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.
- (10) The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
- (11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of business.

- (b) No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
- (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the licence.
- (14) (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
- (b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
- (c) The licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
- (15) In the case of such breach of the terms of this licence as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee up to the limit of the Security deposit of the licensee. The decision of the Authority in this respect will be final and binding on the licensee.
- (16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- (17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such case controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.
- (18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.

- (19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- (20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.
- (21) If because of any strike or lock-out in the Airport or in any airline, the licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the licence fee due to ban on visitor entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
- (22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
- (23) The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- (24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the licence or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
- (25) On expiry of the licence period or on termination of the licence by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

After the contract expires, the concessionaire shall stop business and shall be given a maximum of 07 days to vacate the premises (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee. If the agency fails to vacate the premises within 07 days of expiry of contract, twice of normal notified space rent of that area shall be charged from date of expiry to the date of vacation.

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

- (26) The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a licence in terms and conditions herein contained.
- (27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
- (28) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.
- (29) All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ RED of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making reference to DRC, and further extendable)/ DD/PO/NEFT) with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman/Member/ RED of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making 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 & CONDITIONS

- I. The successful bidder/licensee has to obtain prior permission from BCAS for operating the facility in restricted area (SHA) of Airport by acquiring Security Clearance from BCAS before commencement of operations/ within gestation period. The successful bidder has to apply through e-SAHAJ (Security clearance online portal). AAI, Mysuru will not responsible for delay in getting security clearance from BCAS.
- II. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
- III. Cooking is not permitted in the Snack bar. However, Microwave Oven for heating the snack items and vending machine for Tea and Coffee may be used.
- IV. Space shall not be used for any purpose other than for which it has been awarded.
- V. Licensee has to display the price list in prominent place within the counter. The items should not be charged more than the printed MRP i.e. No extra charges shall be levied over & above such price list/MRP.
- VI. Snack Bar shall be kept open to cover all scheduled/ non-scheduled, delay and diverted flights or as directed by Authority from time to time.
- VII. The Licensee shall provide a Menu Card indicating the rates of various items. No extra charges shall be levied over & above such price list. Price list may be put up to APD for approval.
- VIII. Licensee shall provide proper furniture suitable for Airports environment.
- IX. Licensee shall make provision for waste baskets which shall be periodically cleaned. However, cleaning the premises handed over to the licensee for this service is the responsibility of the licensee.
- X. No Alcoholic Beverages shall be served. Tobacco products shall not be sold. Smoking is strictly prohibited. "NO SMOKING" signage's may be prominently displayed at the Entrance of outlet.
- XI. Licensee shall keep the area given to him in clean and orderly condition to the satisfaction of the Authority and it shall be lawful for any of the officers of the authority to enter upon and inspect the area for ensuring compliance of the same.
- XII. As per the orders of Govt. of India, plastic free environment is to be developed in and around Airport premises. Accordingly, the licensee shall not be permitted to carry / use any kind of plastic items like spoons/forks/packing/cups/bags/wrappers etc., and also services to passengers by using plastic bags. The licensee shall use only bio-degradable products for

packing and service to passengers inclusive of all items. In case if it found to be violated a penalty of Rs.500/- per violation will be charged.

- XIII. The Licensee and his agents and servants shall observe, perform and comply with the provision of any law including any rules and regulations of any local authority in force time to time.
- XIV. The licensee shall strictly comply with the safety norms of AAI and as per rules and regulations of BCAS Security.
- XV. The licensee shall strictly comply with the rules and regulations of the various labour enforcement officials.
- XVI. For the purpose of this contract, AAI may issue entry passes to the personnel engaged subject to the verification of their Character and Antecedents by Police and AAI shall have the sole discretion to withdraw such passes, if considered necessary.
- XVII. 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 responsible for all safety devices for his service. AAI shall not be responsible for any claim from any one on account of loss, injury etc., caused due to incident/accident or malfunctioning of their materials. Licensee shall be solely responsible for any such losses/claims.
- XVIII. Licensee shall fix the Electricity Meter at your own cost.
- XIX. 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/charge 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.
- XX. The licensee shall indemnify and keep harmless the Authority from any loss liability claim or damaged that may be sustained by any person or cause to any property or which may otherwise occur, in connection therewith by reason of operating this licence.
- XXI. No structural alternation and addition are to be made in the space allotted without prior written consent from Authority.
- XXII. As per the terms and conditions of this agreement, The Licensee shall be responsible for any infringement of copy right/trade mark rights and the Authority shall not be responsible for any liability of this account.

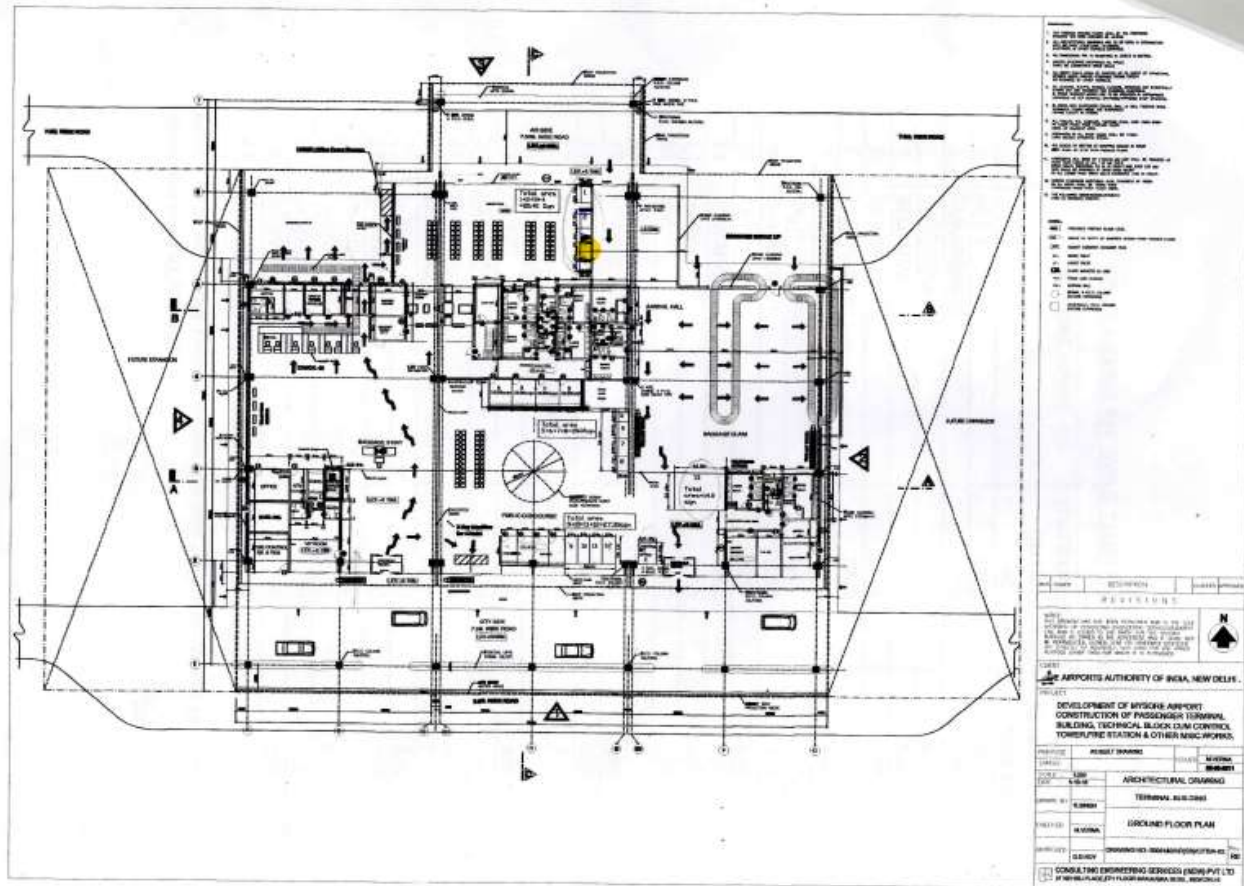
XXIII. The following penalties will be imposed, against the irregularities, to the licensee or staff of licensee; However, the Airport Director has the power to decide the quantum of penalty or any change thereof;

Sl.No.	Description of irregularities	Maximum Penalty
1	Staff not in Uniform/without ID card	Rs. 100/- per instance
2	Misbehavior by the Staff	Rs. 500/- per instance
3	Violation of MRP	Rs. 300/- per instance
4	Using AAI's properties like trolleys , Chairs etc	Rs. 200/- per instance
5	Closing the facility without intimation during Pax movement	Rs. 500/- per instance
6	Selling items/services other than specified	Rs. 100/- per instance
7	Overcharging	Rs. 100/- per instance
8	For not maintaining Cleanliness of the premises & for spreading the garbage in surrounding areas	Rs. 500/- per instance

Signature of Licensee

CONCESSION AREA LAYOUT

The dimension of area is 7.50 Sqm



APPENDIX: 4

SCHEDULE OF PREMISES

E-Tender for **License for operating Snack Bar at Security Hold Area (SHA) in Terminal Building at Mysuru Airport.**

- | | | | |
|----|---------------|---|--|
| 1. | AREA ALLOTTED | : | 7.50 Sq. Mt. |
| 2. | LOCATION | : | Departure Hall (SHA) at Mysuru Airport |
| 3. | PURPOSE | : | Snack Bar |

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 ofagedyears and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for pre-qualification and submission of our Bid for the[NAME OF LICENSE] facility at.....Airport,, India (the "Concession") proposed by AAI including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the AAI, representing us in all matters before the AAI, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAI in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AAI.

AND we hereby undertake and agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

2.....

For
(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

■

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**ACCEPTANCE LETTER
(To be submitted in applicant letter head)**

To,

Date: _____

Airport Director,
Airports Authority of India
Mysuru Airport

Subject: Acceptance of AAI's Tender Conditions

Sir,

The tender documents **for License for operating Snack Bar at Security Hold Area (SHA) in Terminal Building at Mysuru 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 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 14.5 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 part or 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 Clauses 9.a to 9.d 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 Clauses 9.a to 9.d of the tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/ We do not have any conflict of interest in accordance with Clause 10 of the Tender Document.
10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.
12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.
13. I / We confirm having submitted the Tender Processing Fee of **Rs.4000/- (Rupees Four 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 thisDay of, 20__.

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

ANNEXURE: D

Details of Bidder

1.	Details of Bidder/Lead Member	
(a)	Name:	
(b)	Country of Incorporation:	
(c)	Address of the corporate headquarters and its branch office(s), if any, in India:	
(d)	Date & Details of incorporation and/or commencement of business:	
2	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Concession:	
3	Details of individual(s) who will serve as the point of contact/ communication for the AAI:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	
4	Particulars of the Authorised Signatory of the Bidder:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	

(Signature of Authorized Signatory)

Name: [•]
Designation: [•]

Date:
Seal or Stamp of Bidder

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

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

No	Location	Location	Date of commencement of Business

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

Financial Year	Turnover (in INR lakh)
Total	Rs lakh

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

Signature

Name & Membership No of Chartered Accountant/Statutory Auditor

Seal of the audit firm:

Date

FORMAT FOR LETTER OF UNDERTAKING

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

Sir,

I, _____, on behalf of _____ do hereby affirm and declare that the information provided for claiming the relevant experience for the bid and the documents provided is true and correct to the best of my knowledge and belief and nothing material has been concealed therein.

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

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____

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 Affiliate(s) 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

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

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

SIGNATURE OF TENDERER

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

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 30/09/2021 (Disputed and un-disputed amounts to be shown separately)

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

8. Details of any arbitration/litigation

Signature of Airport Director

Name: [.]

Designation: [.]

..... Airport

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

ANNEXURE: J

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

BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER

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

Note:- In addition to above scanned copy of cancelled cheque may please be provided.

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

Place:

Date:

FORM OF BANK GUARANTEE

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

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

1. Now therefore in consideration of the promises aforesaid and 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 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 we sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court /Tribunal/ any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

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

For Bank name

Dated:

Place:

Witnesses:

For Successful bidder only

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

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

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

Sir,

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

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

Signature of the Depositor

Place:

Date:

Submission and verification of Bank Guarantees

1) Prospective successful bidder may submit BG (PBG/BG-SD/FBG) in accordance with the below given 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. Current tender being invited by Mysuru Airport.

2) While submitting the documents to BG issuing bank, the vendor/customer/concessionaire shall also submit letter to the issuing bank as per the format mentioned in the Annexure – II of Appendix to Annexure – L.

3) Based on the above inputs from the vendor/customer/concessionaire, the BG confirmation message through SFMS shall be triggered to the beneficiary bank i.e ICICI bank and on the basis of unique identifier code, the BG confirmation mail shall be sent to the designated email ids issued to the respective units (Refer Annexure-I of Appendix to Annexure – L).

4) While submitting the Original BG document, the vendor/customer/concessionaire should ensure that copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank was also attached.

5) Both Annexure – I & Annexure – II (of Appendix to Annexure – L) given below also form part of NIT.

Advisory: For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; we 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

<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>
7037	<unique identifier> (LIST ATTACHED)

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.

S. No.	Name of AAI unit	Email ID	Unique Identifier code (7037)
1	RHQ-SR	bgv.rhqs@aaiaero	AAIRHQ-SR

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

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where
beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir/Ma'am,

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

Thanking You,

(Vendor/Customer/Concessionaire)

CHECKLIST FOR BIDDERS

S.No.	Particulars	Detail
1.	Type of Facility / Concession	License for operating Snack Bar at Security Hold Area (SHA) in Terminal Building at Mysuru Airport.
2.	Period of license/ concession	2 Years
3.	Tender Fee	₹ 4000.00
4.	AAI Bank Details for Tender Fee/EMD	
5.	Beneficiary name : Bank Name : Bank Address : Account No. : RTGS Code/ IFSC Code :	Airports Authority of India State Bank of India Old Airport Complex, GST Road, Meenambakkam, Chennai, Tamil Nadu- 600 027 40533447477 SBIN0005789
6.	Earnest Money Deposit	₹ 50,000.00
7.	Gross area for license	N/A
8.	Minimum Reserved Licensed Fee	₹ 63,333.00
9.	Eligibility Criteria	Refer NIT
10.	Technical Qualification	Refer NIT
11.	Financial Qualification	Refer NIT
12.	Space Rent for AC space	₹ 1,250/- per Sqm
13.	Space Rent for Non-AC space	₹ 830/- Per Sqm
14.	Applicable Space Rent	N/A
15.	Utility Charges	10% of License fee
16.	Electricity & Water Charges	As per actual consumption
17.	Applicable Govt. taxes (GST, etc.)	As per prevailing rate
18.	Gross Turnover	₹ 7,59,996.00
19.	Experience Certificates	Refer NIT
20.	Gestation Period	Refer NIT
21.	Security Deposit Towards LF	Equal to first 04 months quoted LF
22.	Security Deposit Towards EWC Charges	5% Equivalent to 5% of annual license /concession value quoted for the last year subject to minimum deposit of ₹ 10, 000/- and a maximum deposit of ₹ 10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.(If applicable).

CRITICAL DATES

S.No.	Particulars	Detail
26.	Date of publish of Tender document	03.05.2022
27.	Start download/sale date of RFP/RFQ/Tender documents	03.05.2022
28.	Last download/sale date of RFP/RFQ/Tender document	23.05.2022 Up to 1000 Hrs.
29.	Last date of submission of queries to RFP/RFQ/Tender Document on CPP portal	13.05.2022 Up to By 1500 Hrs.
30.	Reply to the queries by AAI on CPP Portal	17.05.2022 By 1500 Hrs
31.	Last date for online submission of bids/ proposals on e-tender portal	23.05.2022 Upto By 1000 Hrs
32.	Technical Bid Opening date	24.05.2022 ON AT 1030 Hrs
33.	Financial Bid Opening date	Tentative

Glossary - Definitions & General Explanations

Definitions:

"Access Date" shall mean the date on which the concessionaire is handed over physical possession of at least 50% of the location designated in the RFP/RFQ/tender (after completion of the contractual formalities like acceptance of the LOIA, submission of security deposit, signing of agreement etc.) within the incubation period. In case the agency fails to take over the approved sites within gestation period mentioned in LOIA, the next day from the gestation period mentioned in LOIA shall be deemed to be the access date. In case the agency is not able to receive security clearances within gestation period, the Authority may extend the access date to a later date. However, in any case the access date should not exceed 30 days from the issuance of LOIA/ Award letter.

"Addendum" shall mean any written amendment to RFP/RFQ/Tender Document issued by Authority from time to time.

"Rent Commencement Date" shall mean the end of gestation period reckoned from the handing/taking over of the site (defined as Access Date) or the commencement of the business, whichever is earlier. In case the authority hands over less than 100% of the location, then rent charged from rent commencement date will be in proportion to the space handed over. When the authority hands over the remaining space to the vendor, the vendor will be given a gestation period as mentioned in RFQ/RFP/Tender Document after which (or till commencement of business, whichever is earlier), from the very next day or commencement of business, whichever is earlier, they will be charged rent for the remaining space. A handing over/taking over report is to be signed by the concessionaire with AAI on or before the commencement date.

"Airport Premises" shall mean and include Terminal Building or any other premises/land, owned/possessed or taken on lease by AAI for the purpose of Airport and acquired by the Authority under the provision of Land Acquisition Act, 1894 or any other corresponding law for the time being in force.

"Airport Users" shall mean those persons using or involved in activities at, or in connection with or in relation to the Airport, including without limitation, staff of the Airport and airlines operating at the Airport, passengers, visitors, flight crewmembers of airlines, etc.

"Alternate Location(s)" shall mean the particular space/ area within/outside the Airport Premises/Terminal offered to the Concessionaire, in lieu of Original Location(s).

"Applicable Laws" means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including Governmental

Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under Authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or of any Governmental Authorities, as may be in force and effect during the subsistence of the Agreements.

“Applicant” shall mean a sole entity or a consortium of entities, submitting an application pursuant to a Tender Document/RFP/RFQ.

“Application” shall mean the application to be submitted by each Applicant pursuant to RFQ/RFP/Tender Document in the forms provided therein.

“Associate” shall mean, in relation to the Applicant, a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company.

Explanation: For the purposes of this clause, “significant influence” means control of at least twenty (20) per cent. of total share capital, or of business decisions under an agreement. (Company Act 2013 link: <http://www.mca.gov.in/SearchableActs/Section2.htm>)

“Authority” shall mean the Airports Authority of India constituted under Airports Authority of India Act, 1994, including any amendment / re-enactment thereof.

“Bank Guarantee” shall mean and include a surety amount in the form of DD/PO/RTGS/NEFT/Bank Guarantee having its validity equal to concession/ license period plus six month, from a branch of Scheduled Commercial bank listed by RBI that if a particular licensee defaults on a dues payment, the bank will cover for the dues.

“Bid” shall mean the technical and financial offer to be submitted by each Bidder as part of the Bid in compliance with the Bidding documents.

“Bidder(s)” shall mean those Applicant(s) who have submitted their bid in response to the Tender Document/RFP/RFQ.

“Bidding Documents” shall mean the RFP/RFQ/Tender Documents, as the case may be.

“Brand” shall mean a type of product manufactured by a particular company under a particular name or a distinguishing symbol, mark, logo, name, word, sentence or a combination of these items that companies use to distinguish their product from others in the market and for legal protection, is registered as a trademark.

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

“Companies Act” shall mean the (Indian) Companies Act, 2013, and any amendments issued from time to time or any other legislation governing the incorporation and existence of companies in India.

“Concession” shall mean the rights granted to a concessionaire pursuant to the execution of concession agreement for designing, developing, setting up, operating, maintaining and managing the Retail/F&B/other facility(ies) at each of the location(s) within Airport Premises/Terminal and to perform the services as per the terms and conditions of the Concession Agreement.

“Concession Agreement” shall mean the agreement to be entered into between Authority and the Concessionaire, pursuant to which the Concessionaire shall be granted the Concession.

“Concession Fee” for a particular month shall mean the higher of the following:

- (i) Highest quoted Monthly Guaranteed Amount

OR

- (ii) Highest quoted percentage for revenue share of the monthly Net Sales and shall be calculated and payable in the form and manner as set out under the Concession Agreement. It may be in the form of quoted License fees or fixed revenue share, whichever is higher or combination of the both (e.g. Duty paid liquor shop wherein fixed percentage of royalty is charged in addition to monthly concession fees.)

“Concession Term” shall mean, in respect of Airport Premises/Terminal, a period as specified in relevant clause of this manual, commencing on the Rent Commencement Date, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.

“Concession Year” shall mean each successive twelve (12) month period during the Concession Term hereof.

“Concessionaire” shall mean the Selected Bidder, who is either an individual or company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to the execution of Concession Agreement, pursuant to which it shall be granted the Concession.

“Consortium” shall mean, a group of entities not exceeding three members comprising of one Lead Member and two other members/entities wherein the share of Lead Member should not be less than 51% and other entities/members each should hold 20% share or more. However, the experience of any of the member of the Consortium can be considered for eligibility criteria. For a detailed understanding of Consortium refer Annexure XXIX.

“Construction Works” shall mean all works and things necessary to complete the construction/development of facilities in accordance with the Agreement.

“Consumer” shall mean any person who buys any Retail/F&B/Other item for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment but does not include a person who obtains such goods for resale or for any commercial purpose.

“Day” or **“day”** means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“Drug(s)” shall have the meaning ascribed thereto in The Drugs and Cosmetics Act, 1940, as amended from time to time.

“Food & Beverage” or **“F&B”** shall mean any product, whether processed or partially processed, which is intended for human consumption and includes packaged drinking water, alcoholic beverages and non-alcoholic beverages but does not include any animal feed, live animals unless they are prepared or processed for placing on the market for human consumption, plants prior to harvesting, drugs and medicinal products, cosmetics, narcotic or psychotropic substances.

“Earnest Money Deposit or EMD” shall mean a bid security amount that all bidders for a license/ concession are required to deposit, along with the bid, which is over and above the tender/RFP/RFQ processing fee.

“Food & Beverage Business” shall mean any commercial undertaking, registered under the Applicable Laws, carrying out the activity of sale of F&B Items to any customer and may also include preparation and sale of items at the specified places.

“F&B Items” shall mean good quality, non-packaged merchantable and edible/ potable hot and cold beverages, vegetarian and non-vegetarian food items including snacks, fast foods, desserts, packaged (food) beverages, etc. of multiple food cuisines for sale at the F&B Outlets and such other items for the purpose of immediate consumption as may be approved by Authority from time to time.

“F&B Outlets” shall mean the food and beverage outlets which are designed (in accordance with the concept design as approved by Authority), developed, set up, operated, maintained and managed by the Concessionaire at the Location(s) within the Airport Premises/Terminal and city side of the Airport in accordance with the provisions of the Concession Agreement for sale of F&B Items.

“Gestation Period or Development Period” means the period in respect of each site, commencing on the date of handing/ taking over of the location (which is such a day from the issue of LOIA) and expiring on such day from issue of award of LOIA or the commencement of business, whichever is earlier, unless extended by the Authority.

It refers to applicable number of days for specific facility from access date or commencement of business, whichever is earlier.

“GoI” shall mean the Government of India and any Agency, Authority (including regulatory authority), Department, Inspectorate, Ministry or Statutory Person (whether autonomous or not) under the control and direction of GoI.

“GoST” shall mean the Government of the respective State in which a particular Airport is located and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of the respective GoST.

“Governmental Authority” shall mean any government authority, statutory authority, Government department, ministry, Secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the parties to the agreements, including the GoI or GST or any other regulatory authority appointed by the GoI or GoST having jurisdiction in relation to the subject matter of the Agreement(s) under Applicable Law, the Bureau of Civil Aviation Security, the Central Industrial Security Force, and shall where appropriate include Authority.

“Gross Turnover Criteria or GTO” shall mean the minimum gross turnover requirement a bidder shall fulfill, so as to qualify in the technical bid as per the eligibility criteria of the tender process.

“Highest Bidder” shall mean the bidder who is offering the highest quoted revenue share/License fee or both, as applicable.

“INR” shall mean Indian Rupee, being the lawful currency of Republic of India.

“IST” shall mean Indian Standard Time.

“Lead Member” in respect of a Bidder where the Bidder is a Consortium, shall mean such entity, who shall have the highest equity share holding of at least 51%(fifty one percent of the subscribed and paid up equity of the SPV throughout the concession term.)

“Letter of Intent to Award” shall mean the written letter of offer as issued by Authority to the Selected Bidder intimating the acceptance of Selected Bidder’s Bid for the award of the right to execute the Concession, subject to the fulfillment of conditions of award and such other conditions as set out under the Letter of Intent to Award.

“Licensee” shall mean an individual/entity which has been granted the right to develop, market, setup, operate, maintain and manage the concession/license as per NIT/Agreement.

“Minimum Monthly Guarantee (MMG)” shall mean the absolute amount on a monthly basis, computed by dividing MAG for a Concession Year by number of months, i.e. twelve (12).

“Month” shall mean a Gregorian calendar month.

“Net Sales” shall mean the aggregate of the following amounts:

- a) The total revenue earned at a Retail/F&B/other facility, including from the sale of Items etc. from each of the Locations comprised in Airport Premises/Terminal in a Month and for a lesser period on pro rata basis,
- b) Revenue generated from any promotional activity carried at Retail/F&B/Other facilities (with the prior written consent of Authority) or any other activity as may be permitted by Authority in accordance with the terms of the Concession Agreement;
- c) Any other consideration or benefit in kind received by the Concessionaire in relation to the operation of the Retail/F&B/Other facilities, including any discounts as may be received by the Concessionaire from its suppliers or any such other consideration or benefit;
- d) Any revenues billed and/or accrued and/or received by the Concessionaire; and
- e) Any revenue generated by orders or concession/ license for sales arising from any place other than from the location, but where services are provided, or deliveries are

made from the Retail/F&B/other facilities at the location, less applicable government taxes to the extent as included in (a) to (e)
above (payable by the concessionaire with respect to the transactions contemplated under the Concession Agreement). However, any government taxes applicable with respect to the grant of right to use the location(s) shall be borne by the Concessionaire and shall not be deducted for the computation of Net Sales.

“Non-alcoholic Beverages” shall mean beverages of an alcoholic strength by volume not exceeding 0.5% volume.

“Notice Inviting Tender (NIT)” shall mean a public notice issued in leading daily newspapers(national, local or international, as the case may be) /AAI portal/ CPP e-portal/mailers for invitation of tenders and contains detailed information of license/ concession, tender document, important dates, terms & conditions etc.

“Outstanding Dues” shall have the meaning of dues payable by the individual/entity to Authority which are lying outstanding on 21st day of each calendar month. However, for participating in any tender of AAI, the concessionaire/licensee has to submit no dues certificate for the preceding quarter.

“Outlet” means a location/ area from where the licensee/concessionaire operates, manage and develop the facility (ies) and having minimum 50 sqft.

“Rent Commencement Date” shall mean:

- (i) The date when concessionaire opens for business in the respective location within the Airport Premises/Terminal and/or city side of the Airport;

OR,

- (ii) The date that is thirty/sixty/ninety (30/60/90) days after the respective Access Date for a Location, whichever is earlier.

“**RHQ**” shall mean of the Regional Headquarters of Airports Authority of India viz. Northern, Western, Southern, Eastern and North Eastern region.

“**Selected Bidder**” shall mean the Bidder selected by Authority, pursuant to the Bid Process and to whom the Letter of Intent to Award the Concession is to be issued.

“**Services**” shall mean activities in Retail/F&B/ other items and/or offering services related to or incidental thereto or as may be approved by Authority from time to time, to be provided to the Airport Users at the Location(s).

“**Terminal**” shall mean, with respect to an airport, Domestic Terminal and/or International Terminal, as the case may be.

Note: In case any day mentioned in RFQ/RFP/Tender document happens to be a holiday in India, then the next working day will be considered.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.

Be