



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Rajiv Gandhi Bhawan
New Delhi – 110003

Request for Proposal (RFP)

For

**CONCESSION TO DESIGN, FIT-OUT, FINANCE,
DEVELOP, MARKET, OPERATE, MAINTAIN AND
MANAGE THE RETAIL OUTLETS**

At

LBSI Airport, Varanasi

E-bid No. (Tender ID No.) :

2022_AAI_117630_1

31.05.2022

Bid Manager : Shashank Shekhar Singh
Tel. No. : 0542-2622155
Extension No. : 106
Mobile No. : 9695989640
E-Mail ID : comml.vns@aai.aero

E-Tendering guidelines to the bidders

- 1) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

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

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

E-Mail : support-eproc@nic.in

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

E-Mail : cphp-doe@nic.in

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

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

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

S. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 03 Days	gmitichq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
5.	Bid Manager		Comml.vns@aai.aero	0542-2622155	0930-1800 Hrs. (MON-FRI)

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

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

Salient points about the CPP Portal

- 1) The bidders should enroll in <https://etenders.gov.in> to carry out the procurement activities.
 - (a) Bidders have to enroll themselves to the portal by following the bidder's guide for enrollment to the portal.
- 2) Entry will be through two factor login i.e. User id & password followed by the login through DSC.
- 3) Portal allows multi- cover tenders, Limited Tender, Offline payment (Tender fees, EMD) and online bid submission and other important clauses as necessary.
- 4) 2-BOT: First cover (Fees, Pre-Qualification, Technical bid), second cover is Financial bid.
- 5) Last date/time of sale of tender and last date/time of submission of tender are same by default.
- 6) Only first-cover and financial -bid cover opening dates can be published. System generated e-mail/SMS shall be sent to bidders only at the time of first-cover opening and financial-bid opening. However, accept/reject message to bidders at various stages goes by SMS/E-mail. Bidder is informed by mail/SMS about the result after every level of evaluation.
- 7) The date for receiving clarifications can be extended by giving corrigendum only if the submission start date and time is not crossed/over.
- 8) The bidders can see the recommendations after every stage under "tender status" bringing in transparency in the procurement process.
- 9) Bidders can resubmit the bid any number of times. Bidder can also withdraw the bid.
- 10) Award of the contract can be viewed under "Results of the tender" in the site.
- 11) BOQ Template selection should be properly done as per the tender requirement. BOQ Template can be selected on the basis of following points:
 - (a) Item Rate BOQ Template
 - (i) This BOQ may be used, where department is carrying out overall value based Evaluation as well as bind the vendor to quote each and every item.
 - (ii) From contractor/ bidder side, this BOQ receives only Bidder Name and Basic/ Unit rate ("Inclusive of all Taxes" or "Exclusive of all Taxes") in M Column only. Formula has to be applied on BA Column. Price comparative statement shall be calculated based on BA Column.
 - (iii) Using this sheet, system generates comparative chart indicating H1, H2..., H (n) against each item as well as on overall value.
 - (b) Item Wise BOQ Template
 - (iv) Item wise BOQ may be used where department is carrying out Item Wise Evaluation.
 - (v) Always get Basic /Unit rate in M column only.
 - (vi) Always get Total Amount without Tax in BA Column only. i.e. Qty. X Basic Price.
 - (vii) Always get Total Amount with Tax in BB Column only.
 - (viii) Using this sheet, system gives comparative chart on L1 (With Tax and Without Tax both) based on item wise as well as overall value.
 - (c) The details regarding other BOQ Templates (i.e. Percentage BOQ, Item Wise BOQ open for L1/H1, Item Wise Form Based BOQ, BOQ Mixed Template, BOQ Multicurrency Template) is available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/>

- 12) Web-learning session on CPPP and the monthly calendar of web-learning session is available at <https://eprocure.gov.in/cppp/trainingdisp>
- 13) Utmost care needs to be taken while DSC mapping in CPPP. User's -id should be mapped with his/her own DSC. In case, somebody's DSC is mapped with some other user-id, it cannot be reverted back.
- 14) For any other queries refer to FAQ [https://etenders.gov.in/eprocure/app;jsessionid=8A3ED198A88B9B9373FF273CFBC8AE80.cppsugep1?page=FAQ Front End & service=page](https://etenders.gov.in/eprocure/app;jsessionid=8A3ED198A88B9B9373FF273CFBC8AE80.cppsugep1?page=FAQ%20Front%20End%20&service=page)
- 15) It is recommended to upload the drawings in .dwf format. Auto Cad DWF Viewer is an Open Source software available on <http://usa.autodesk.com/design-review>.
- 16) Revised Circular and guidelines on reverse/forward auction are available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/Reverse%20Auction%20Guidelines/>

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidders, whether in documentary form, by or on behalf of the Authority, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer by the Authority but an invitation to the Prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Concession. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders 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 Bidder, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with qualification of Bidders 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 Bidder upon the statements contained in this RFP. 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 RFP.

The issue of this RFP does not imply that the Authority is bound to appoint a Selected Bidder or Concessionaire, as the case may be, for the Concession and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid 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 Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

DEFINITIONS AND INTERPRETATIONS

In this RFP, the following expressions shall have the meaning stated herein:

“Access Date” for each location as a part of the Concessionaire Managed Locations shall mean the date on which the Concessionaire is handed over physical possession of such location designated in the RFP (after completion of the contractual formalities like acceptance of the LOIA, submission of security deposit, signing of agreement, etc.) within the Business Incubation Period and after issuance of the Handover Notification by the Authority for such location. In case the Concessionaire fails to take over such locations by the later of seven (7) days after the issuance of Handover Notification by the authority for such location and the expiry of the Business Incubation Period, then the date which is later of seven (7) days after the issuance of Handover Notification by the Authority for such location and the expiry of the Business Incubation Period shall be deemed to be the Access Date for such location.

A handing over/taking over report is to be signed by the Concessionaire with AAI in respect of each location(s) handed over as per **Schedule-F of Appendix-II**.

“Airport” means **LBSI Airport** located at the **Varanasi, Uttar Pradesh**, and include its terminal, equipment, facilities and systems. The terminal shall be, with respect to the Airport, the stand-alone and/ or integrated passenger terminal building, international terminal or integrated terminal, as the case may be, any expansion in existing terminal. In case of a new terminal coming up at the Airport, the decisions pertaining to the planning of commercial activities including retail shall be at the sole discretion of the Authority.

“Airport Users” shall mean any person 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, the passengers and flight crew members of airline.

“Alternate Concessionaire Managed Locations” shall have the meaning ascribed to it under Clause 2.4.1 (a) of the draft Concession Agreement.

“Applicable Laws” shall mean all applicable laws for the time being 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, laws, bye-laws, ordinances, 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.

“Applicable Permits” shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the development, operation and maintenance of the Concession, for or in respect of the draft Concession Agreement including but not limited to the approvals from airport health officer, airport security, Food Safety and Standard Authority of India (FSSAI) license, liquor license, health/ trade license and all other approvals as may be required to execute, give effect to, and perform the Agreement and the approvals and consents required from Authority or any other Governmental Authority pursuant to this RFP or the Agreement, including any third party approvals as may be required by the Concessionaire / Selected Bidder.

“Affiliate” means, in relation to any Bidder or Member, a person who controls, is controlled by, or is under the common control with such Bidder or Member. As used in this definition, the expression “control” means: (a) with respect to a company, corporation or limited liability partnership the

ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, or (b) with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such Person.

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

“BCAS” shall mean Bureau of Civil Aviation Security and its branch offices having jurisdiction over Airport of Concession.

“Bid” shall mean the technical and financial offer to be submitted by a Bidder pursuant to this Request for Proposal (RFP).

“Bid Due Date” shall have the meaning ascribed to the term in Clause 1.2.5 of this RFP.

“Bid Process” shall mean the bidding and selection process as detailed in this RFP.

“Bid Validity Period” shall have the meaning ascribed to the term in Clause 1.4.1 of this RFP.

“Bidder” shall mean a sole entity or a Consortium of entities, submitting a Bid pursuant to this RFP.

“Bidding Documents” shall mean a collective reference to this RFP including any modifications, addendums, corrigendums, alterations, amendments and clarifications to the RFP, the draft Concession Agreement, and all other agreements and documents executed between the Authority and the Concessionaire from time to time, in relation to the Concession and shall include any guarantees and undertakings executed in favour of the Authority in relation to this Concession.

“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 trademark. **“Branded”** shall have a corresponding meaning. An indicative list of brands is provided as Appendix-V.

“Business Incubation Period” shall mean a period of sixty (60) days from the date of issue of LOIA to the Concessionaire, unless extended in writing by the Authority. Provided that if such an extension is needed due to a fault of the Concessionaire and it is provided by the Authority, damages at the rate of INR 5,000/- shall be appropriated from the Security Deposit/ Earnest Money Deposit (EMD) for each day of extension provided and utilized for each obligation that is delayed. The Selected Bidder will be under obligation during this period to complete the formalities and meet the obligations as specified in this RFP and draft Concession Agreement. Refer Clause 4.1.1 of this RFP for more details.

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

“Companies Act” shall mean the (Indian) Companies Act, 2013, any amendments or re-enactments thereto or any other legislation governing the incorporation and existence of companies in India.

“Concession” shall have the meaning ascribed to the term in Clause 2.1.1 of the draft Concession Agreement.

“Concession Agreement” shall mean the agreement to be entered into between the Authority and a company incorporated by the Selected Bidder as per the draft format set out in **Appendix-II** to this RFP.

“Concession Fee” shall have the meaning as ascribed in Chapter 10 of the draft Concession Agreement.

“Concession Fee Commencement Date” for each location shall mean the 61st day from Gestation Period Commencement Date or the commencement of the business, whichever is earlier, unless extended by the Authority.

“Concession Fee Holiday Period” would mean a period whereby the Airport Operations are suspended for operational/civil unrest/ natural calamities or any other requirements. The “Concessionaire” defined herein would be entitled to proportionate rebate in the payment of concession fee.

“Concession Term” shall have the meaning as ascribed to the term in Clause 2.2.1 of the draft Concession Agreement.

“Concession Year” shall mean each successive twelve months period during the Concession Term starting from Concession Term Commencement Date.

“Concessionaire” shall mean the Selected Bidder, who executes the Concession Agreement for designing, fitting-out, financing, developing, marketing, operating, maintaining and managing the retail outlets with the Authority.

“Concessionaire Managed Locations” shall mean the collective locations of Concessioned Premises, Service Areas and Seating Areas handed over to the Concessionaire as per the provisions of the draft Concession Agreement.

“Concessionaire Managed Locations Layout Plan” shall mean the detailed location plan of positioning of retail outlets within the Concessionaire Managed Locations in the Airport, its size and associated arrangements as submitted by the Concessionaire based on its business prospects and approved by the Authority. Refer Schedule-A of the draft Concession Agreement for indicative / tentative Concessionaire Managed Locations Layout Plan and the relevant provisions applicable thereto.

“Concessionaire Managed Locations Layout Plan Approval Protocol” shall mean the methodology and limitations for approving the Concessionaire Managed Locations Layout Plan by the Authority, as further detailed in Clause 4.1.1 (f) of the RFP.

“Concessioned Premises” shall mean the retail 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 terminal and city side of the Airport as per the approved layout plan, in accordance with the provisions of the draft Concession Agreement for sale of Retail Items.

“Conflict of Interest” shall have the meaning ascribed to the term in Clause 2.1.1 (c) of this RFP.

“Consortium” shall mean a group of entities not exceeding three, coming together to submit a Bid.

“Consumer” shall mean any person who buys any Retail Items 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 re sale or for any commercial purpose.

“CAM Charges” shall mean common area maintenance charges, and shall be @10% of the applicable Space Rent for the area under their occupation.

“CPP Portal” shall mean the NIC CPP E-Tendering Portal at etenders.gov.in.

“Design Guidelines” shall mean such rules and guidelines with respect to the physical appearance/ aesthetic and functionality of the outlets as provided in Schedule L of Appendix-II and as maybe amended by the authority from time to time.

“Displaced Concessionaire Managed Locations” shall mean an originally approved location ordered to be relocated at an Alternate location by Authority to meet its requirements. In such an event the RFP-Retail, LBSI Airport, Varanasi

Concessionaire would be entitled to a notice period of one month (30 days) and a Resurrection Period of Thirty (30) days as already defined herein after the date of communication of approval of Alternate Concessionaire Managed Locations.

“Electricity Charges” shall mean the charges for the actual usage of electricity at the rate as applicable and as may be notified by the Authority from time to time, payable by the Concessionaire to Authority or any other agency appointed by Authority in this regard.

“Earnest Money Deposit (EMD)” shall mean a specified amount to be deposited by each Bidder with Authority in accordance with Clause 2.19 of this RFP.

“Encumbrances” means, in relation to the Airport or the Concessionaire Managed Locations or, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Airport or the Concessionaire Managed Locations, where applicable herein.

“Equity Capital” shall mean the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Concessionaire;

“Financial Bid” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPPP E-Tendering Portal at etenders.gov.in. The quote in electronic/physical form as a document need not be submitted along with Technical Bid.

“Financial Capacity” shall comprise the criteria specified in Clause 2.1.5 of this RFP.

“Gestation Period” for each location shall mean a period commencing on the Access Date in respect of each location as part of Concessioned Premises and expiring on the 61st day from Access Date of such location or commencement of business on that location whichever is earlier, unless extended in writing by the Authority.

“Good Industry Practices” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economic, reliable and efficient services.

“Government of India (GOI)” shall mean the Government of India and any agency, authority (including any 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 GoST or any other regulatory authority appointed by GOI or GoST having jurisdiction in relation to the subject matter of the Agreements under Applicable Law, the Bureau of Civil Aviation Security, the Central Industrial Security Force, and shall where appropriate include Authority.

“GST” shall mean the Goods and Services Tax or any other tax that replaces the Goods and Services Tax in future.

“Handover Notification” shall mean a notification issued by the Authority to the Concessionaire with respect to each location informing the Concessionaire of the readiness of such location for handing over, provided that no such notification shall be issued before the signing of the Concession Agreement.

“Highest Bidder” shall mean the Qualified Bidder who has quoted the highest Quoted Guarantee per Passenger (QG per PAX) in the Bid Process. Such Quoted Guarantee per Passenger would be treated as Quoted Guarantee per Domestic Passenger. Two times of Quoted Guarantee per Domestic Passenger would be treated as Quoted Guarantee per International Passenger.

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

“IST” shall mean Indian Standard Time.

“Joint Bidding Agreement” shall have the meaning ascribed to the term in Clause 2.1.2 (e) of this RFP.

“Lead Member” in respect of a Bidder where the Bidder is a Consortium, shall mean such entity, which is named and identified as such in the Bid and as described in clause 2.1.2 (c) of this RFP.

“Letter of Intent to Award” or “LOIA” shall mean the written communication issued by Authority to the Selected Bidder intimating the acceptance of its Financial Bid for award of the rights 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 in response to this RFP.

“Minimum Lock in Period” shall have the meaning as ascribed to it in Clause 1.1.5 of this RFP.

“Minimum Guarantee per Passenger (MG per PAX)” shall mean the amount per passenger applicable for the first Concession Year, as set out in Clause 1.1.2 and is the minimum amount that any bidder can quote in its Financial Bid, following the terms and conditions set out in this RFP.

“Month” shall mean a Gregorian calendar month and, for all calculations, would be considered to be constituted of thirty (30) days.

“Net Sales” for the purpose of computation of Base Revenue Share for each Month and Progressive Revenue Share for the concession year shall be the aggregate of the following amounts:

- (a) The total revenue earned at the Concessioned Premises, including from the sale of Retail Items from all outlets in a month;
- (b) Revenue generated from any promotional activity carried out anywhere in the Concessioned Premises by the Concessionaire or any other activity with due information to the Authority and as may be permitted by the 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 Concessioned Premises, including any discounts as may be received by the Concessionaire from its suppliers or any such other consideration or benefit;
- (d) Any revenue billed and/or accrued and/or received by the Concessionaire; and
- (e) Any revenue generated by orders or contract for sales arising from any place other than from the Concessioned Premises, but where services are provided or deliveries are made from the Concessioned Premises.

Less applicable GST and applicable indirect taxes/levies to the extent as included in (a) to (e) above (payable by the Concessionaire with respect to the transactions contemplated under the draft Concession Agreement). However, any taxes/levies applicable with respect to the grant of right to use the RFP-Retail, LBSI Airport, Varanasi

Concessionaire Managed Locations shall be borne by the Concessionaire and shall not be deducted for the computation of Net Sales.

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

“Non-exclusive Concession” implies that the Concessionaire will have a non-exclusive right, privilege, and obligation to operate and manage a retail concession for the sale of retail products and services in and from the Concessioned Premises. At any time during the Concession Term, Airport may enter into other agreements with other concessionaires for the operation of retail concessions similar to those of the Concessionaire or any format. It is understood and agreed that nothing in the RFP or draft Concession Agreement is to be construed to grant or authorize the granting of an exclusive right to an individual Concessionaire.

“Notice of Termination” - Authority as well as the Concessionaire will have the option to terminate the Concession Agreement as per its terms by giving a further notice in writing of Notice of Termination of one hundred and twenty (120) days as per the terms of the draft Concession Agreement.

“Outstanding Dues” shall have the meaning ascribed to the term in Clause 2.1.1(d) of this RFP.

“Passenger Traffic” means the total number of passengers, including embarking and disembarking passengers, who use the airport.

“Qualified Bidders” shall mean the Bidder(s) who, after evaluation of their Technical Proposal as per Clause 3.3.4, stand qualified and eligible for opening and evaluation of their Financial Bid(s).

“Quoted Guarantee per Passenger (QG per PAX)” shall mean the guaranteed amount per Passenger quoted by the Selected Bidder and payable by the Concessionaire to the Authority for every domestic passenger travelling to/ from the Airport, subject to annual escalation in each Concession Year, in accordance with the terms and conditions of the RFP and the draft Concession Agreement. Two times of Quoted Guarantee per Passenger (QG per PAX) would be payable by the Concessionaire to the Authority for every International passenger travelling to/ from the Airport.

The QG per PAX is further clarified as follows: -

- i. For the first Concession Year, QG per PAX shall be the guaranteed amount per domestic passenger quoted by the Selected Bidder. For the first Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
- ii. For the second Concession Year, QG per PAX shall be the guaranteed amount per domestic PAX quoted by the Selected Bidder plus annual escalation thereon. For the second Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
- iii. For the subsequent Concession Years, QG per PAX shall be the QG per PAX for immediate preceding year plus annual escalation thereon.

“Quoted Annual Guarantee (QAG)” shall mean the annual guaranteed amount payable by the Concessionaire to the Authority for a particular Concession Year determined by following formula:

QAG

$= (QG \text{ per PAX}$

$\times \text{Actual Domestic Passenger Traffic for that Concession Year (as available on AAI website))$

$+ (QG \text{ per PAX} \times 2$

$\times \text{Actual International Passenger Traffic for that Concession Year (as available on AAI website))$

“Quoted Monthly Guarantee (QMG)” shall mean the monthly guaranteed amount payable by the Concessionaire for a particular Month determined by multiplying QG per PAX for the corresponding

Concession Year (i.e. the Concession Year in which the Month is falling) with the actual Monthly Passenger Traffic for that particular Month (as available at the airport), as per formula given below:

$$\begin{aligned}
 & QMG \\
 & = (QG \text{ per PAX} \\
 & \times \text{Actual Domestic Passenger Traffic for that Month (as available at the airport)}) \\
 & + (QG \text{ per PAX} \times 2 \\
 & \times \text{Actual International Passenger Traffic for that Month (as available at the airport)})
 \end{aligned}$$

“**Request For Proposals**” or “**RFP**” shall have the meaning ascribed to the term in Clause 1.2 of this RFP.

“**Retail Items**” shall mean shall means all the products falling under one or more of the allowed list of product sub-categories specified in Clause 5.2.5 of the RFP and such other items as may be approved by Authority from time to time for sale at the Concessioned Premises.

“**Progressive Revenue Share Percentage**” shall mean dynamic rate of Revenue Share depending upon actual passenger traffic (includes both arriving and departing passengers, for domestic as well as international passengers) reported in a particular Concession Year at the Airport vis-à-vis Projected Passenger Traffic for that Concession Year, as per the following slab:

Slab No.	Actual Annual Passenger Traffic as percentage of Projected Annual Passenger Traffic for a particular Concession Year	Progressive Revenue Share Percentage
1.	Greater than or equal to 120%	22%
2.	Greater than 70% and less than 120%	20%
3.	Less than or equal to 70%	18%

“**Progressive Revenue Share**” for a Concession Year shall be equal to the product of Progressive Revenue Share Percentage (as per the applicable slab) and Net Sales in the Concession Year.

“**Base Revenue Share Percentage**” shall mean Revenue Share Percentage falling in the middle slab (slab no. 2) of Progressive Revenue Share Percentage i.e. 20%.

“**Base Revenue Share**” for a month shall be equal to product of Base Revenue Share Percentage and Net Sales for the Month.

“**Seating Area(s)**” shall have the meaning ascribed to it in Clause 2.7.1 of the draft Concession Agreement.

“**Security Deposit**” shall mean, the interest free security deposit to be furnished and maintained by the Concessionaire to Authority, at all times during the Concession Term, in the manner as set out in Clause 7.1.1 of the draft Concession Agreement.

“**Selected Bidder**” shall mean the Higher Bidder whose Financial Bid is found to be the highest upon opening of the Financial Bids of the Qualified Bidders and is therefore selected by the Authority pursuant to the terms of the RFP and to whom the Letter of Intent to Award the Concession is issued.

“**Services**” shall mean the provision of Retail Items and services related to or incidental thereto to be provided to the Airport Users at the Concessionaire Managed Locations or other services including but not limited to any orders or contracts to sales arising from any place other than from the Concessionaire Managed Locations, but where services are provided or deliveries are made from the Concessioned

Premises, provided that prior written consent of the authority has been taken for the provision of such other services.

“Service Area(s)” shall mean any kitchen area, storage area, record room, etc. (which may be located within or outside passenger terminal building) as Authority may allow access to pursuant to the grant of Concession and accepted by the Concessionaire in relation to implementing the Concession.

“SHA” shall mean the Security Hold Area of the Airport.

“Space Rent” shall mean, with respect to the Airport, the amount so notified by the Authority as per the extant guidelines to this effect to be the rent payable by the Concessionaire for use of the Service Area(s) and Seating Area(s) at the Airport.

“Special Purpose Vehicle” or “SPV” shall mean a company constituted by the Selected Bidder under the (Indian) Companies Act, 2013 for the purpose of executing the Concession Agreement with the Authority.

“Taxes” means all applicable taxes whether national, local or foreign, on gross income, gross receipts, sales, use, ad valorem, capital gains, transfer, withholding tax; duties of custom and excise, GST, stamp duty or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any fines, penalties, additions to tax or additional amount with respect thereto and “Taxation” or “Tax” shall have a corresponding meaning. Taxes shall not include taxes on corporate income.

“Technical Bid” of a Bidder shall mean the technical bid submitted by the Bidder as part of the Bid in compliance with this RFP.

“Technical Capacity” shall comprise the criteria specified in Clause 2.1.4 of this RFP.

“Threshold Eligibility Criteria” shall mean the minimum eligibility criteria as prescribed in Clauses 2.1.1 and 2.1.2 of this RFP, to be satisfied by a Bidder (in case of Consortium, the Lead Member), to be eligible for qualification and short-listing in terms hereof.

“Tied Bidders” shall have the meaning ascribed to the term in Clause 3.4.6 of this RFP.

“Utility Charges” shall mean the actual charges for usage of electricity and water as per Clause 14.3.1 of the draft Concession Agreement.

“Year” means a period of 12 Months.

Note: In case any day mentioned in this RFP happens to be a holiday in India, the next working day will be considered in its place.

INTERPRETATIONS

1. Reference to Clauses, Sections, or Annexure is reference to Clauses, Sections, Recitals and Annexure of this RFP.
2. For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
3. Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their Bid is modified by other provisions (whether before or after the date hereof) from time to time.
4. The Appendix of this RFP shall form an integral part of the RFP and shall be read along with the RFP.
5. The descriptive headings of Chapters and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this RFP.
6. In case any date/day mentioned in this RFP happens to be a holiday in Authority, the next working day will be reckoned to be the date/day originally intended to the date/day.

1. CHAPTER-1 - INTRODUCTION

1.1. Background

1.1.1. The Airports Authority of India (the “Authority”) is engaged in the development, operations and maintenance of airports in India. To provide enhanced facilities for the Airport Users, the Authority intends to grant the Concession to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at the Concessional Premises in the [LBSI Airport](#). Towards this endeavour, the Authority has decided to carry out a competitive bidding process for selection of a Bidder to whom the Concession may be awarded.

1.1.2. Brief particulars of the Concession are as follows:

Name of the Concession	Term of Concession	Gross Floor Area of Outlets	Minimum Guarantee per Passenger (MG per PAX) (Rs.)	Type of Concession
Concession to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at the LBSI Airport, Varanasi	Seven (07) Years	444 square metres	Rs. 15.65/- (Rupees Fifteen point Six Five only)	Quoted Annual Guarantee (QAG) or Progressive Revenue Share, whichever is higher

1.1.3. The Authority intends to qualify and shortlist eligible Bidders who have the Technical Capacity and Financial Capacity as specified in Clause 3.3.4 of this RFP (the Qualified Bidders). The Financial Bids of only the Qualified Bidders will be evaluated. The Bidder to whom the Concession is awarded (“Selected Bidder”) shall incorporate an SPV under the (Indian) Companies Act, 2013 if it is constituted of a consortium. The Selected Bidder, or its aforesaid SPV, (the “Concessionaire”) shall execute the Concession Agreement with the Authority in the form provided as part of the Bidding Documents pursuant hereto. The Concessionaire shall be responsible for implementing the Concession in accordance with the Concession Agreement to be entered into between the Concessionaire and Authority in the form provided as part of the Bidding Documents pursuant hereto. The draft Concession Agreement sets forth the detailed terms and conditions for implementation of the Concession including the rights and obligations of the Authority and the Concessionaire in respect of the Concession.

1.1.4. The scope of Concession would broadly include designing and construction of Concessional Premises at designated locations at the Airport and the operation, management and maintenance thereof.

1.1.5. The Concessionaire will have to operate the Concession for a minimum period of 3.5 (three and a half) years (“Minimum Lock in Period”), failing which the Bidder shall be liable to be debarred for a period of three (3) years or as may be decided by the Authority from participating in any bidding process of the Authority. Apart from the debarring process, the Authority shall be entitled to forfeit and appropriate the Security Deposit.

- 1.1.6. **NON-EXCLUSIVE CONCESSION** - Concessionaire will have a non-exclusive right, privilege, and obligation to operate and manage a retail concession for the sale of retail products and services in and from the Concessioned Premises. At any time during the Concession Term, Airport may enter into other agreements with other concessionaires for the operation of retail concessions similar to those of Concessionaire or any format. It is understood and agreed that nothing in the RFP or the Concession Agreement is to be construed to grant or authorize the granting of an exclusive right to an individual Concessionaire.
- 1.1.7. Subject to the provisions of the draft Concession Agreement, the Concessionaire shall have the right of first refusal to any additional space offered by Authority, not exceeding 25% of the original allotted space subject to proportionate increase in QMG and QAG on pro-rata basis [Illustration given in Schedule N]. In case the Concessionaire does not agree to take this additional space i.e. not exceeding 25% of the original allotted with proportionate increase, or where additional space is in excess of 25% of original allotted space, the Authority shall call a tender and the Concessionaire may participate. However, if the difference between the financial quote of the H-1 bidder and the Concessionaire, in case the Concessionaire participated, is up to or equal to 10% of the H-1 quote, the award shall be made to the Concessionaire at the H-1 quoted amount provided that the Concessionaire matches the financial quote of the H-1 bidder subject to the terms and conditions of the said tender. However, if the Concessionaire refuses to match the financial quote of the H-1 bidder, or the difference between the financial quote of the H-1 bidder and that of the Concessionaire is greater than 10% of the H-1 quote, then the award shall be made to the H-1 bidder subject to the terms and conditions of the said tender. If the Concessionaire does not participate in the said tender, then the Concessionaire's right of first refusal shall be deemed to be waived.
- 1.1.8. If the Concessionaire takes the additional space, whether by exercising its right of first refusal or by succeeding in a tender called by the Authority as per Clause 2.6.1 of the draft Concession Agreement, the said additional space shall be referred to as **"Additional Concessioned Premises"**.
- 1.1.9. For any Additional Concessioned Premises provided to the Concessionaire in any Concession Year, the Security Deposit shall also be pro-rated based on the area provided.
- 1.1.10. If Additional Concessioned Premises are provided to the Concessionaire multiple times, then the total area, cumulated over all the instances of provision of Additional Concessioned Premises to the Concessionaire, shall be considered in determining the applicability of the aforementioned criteria to undertake any subsequent bidding of further additional spaces.
- 1.1.11. Furthermore, the Concessionaire may request the Authority in writing to provide additional areas. The Authority may provide such areas at its sole discretion. If provided, such areas shall also constitute Additional Concessioned Premises and be governed by all the provisions of the draft Concession Agreement dealing with Additional Concessioned Premises. Provided further that in such a scenario if the area of SHA of Additional Concessioned Premises is greater than ten percent (10%) of the area of SHA of original Concessioned Premises, then a further premium of twenty percent (20%) shall be applicable on the additional SHA area.
- 1.1.12. It may further be noted that this tender does not offer exclusive rights on following categories: Chocolates /confectionary/bottled water /canned beverage and packed sealed snacks to retail licenses. These categories may also be sold by F&B and other licensees at the Airport. The Authority will not consider any claim / relief in relation to these categories whatsoever.

- 1.1.13. The Concessionaire agrees and undertakes that the Concession Fee to be paid for each Month under this Agreement shall be the Quoted Monthly Guarantee (QMG) or the Base Revenue Share for the Month, whichever is higher.

At the end of each Concession Year, the Actual Total Passenger Traffic for a particular Concession Year is to be compared with the Projected Passenger Traffic for that Concession Year to determine the applicable slab of Progressive Revenue Share Percentage. Accordingly, Quoted Annual Guarantee (QAG) and Progressive Revenue Share shall be determined to arrive at Annual Concession Fees for a particular Concession Year. Higher of Quoted Annual Guarantee (QAG) or Progressive Revenue Share shall be Annual Concession Fees for a particular Concession Year.

If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is lower than the Annual Concession Fee, then the Concessionaire shall pay the differential amount within seven days of such notification by the Authority.

If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is higher than the Annual Concession Fee, then the differential amount shall be adjusted/set-off against the next payment(s) to be made by the Concessionaire.

The Quoted Guarantee per Passenger (QG per PAX) is subject to annual escalation at the rate of 5%. In this regard, following is clarified:

- i. For the first Concession Year, QG per PAX shall be the guaranteed amount per domestic passenger quoted by the Selected Bidder. For the first Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
 - ii. For the second Concession Year, QG per PAX shall be the guaranteed amount per domestic PAX quoted by the Selected Bidder plus annual escalation thereon. For the second Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
 - iii. For the subsequent Concession Years, QG per PAX shall be the QG per PAX for immediate preceding year plus annual escalation thereon.
- 1.1.14. Gross floor area and location proposed for the designated Concessioned Premises is as specified in the Bidding Documents. The assessment of costs involved, will have to be made by the Bidders.
- 1.1.15. Refer Schedule-A of the draft Concession Agreement for indicative / tentative Concessionaire Managed Locations Layout Plan and the relevant provisions applicable thereto.
- 1.1.16. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 of this RFP for submission of Bids.
- 1.1.17. The Concessionaire will be required to adhere by the law of the land, in writing while servicing this contract.
- 1.1.18. The Concessionaire shall study and acknowledge the development projects mentioned in Appendix-III of this RFP and agree to cooperate with the Authority with regard to the said projects.

1.2. RFP in Brief

- 1.2.1. This RFP is being issued for the determination of the Selected Bidder, who shall be granted the Concession as per the terms of the draft Concession Agreement.
- 1.2.2. This RFP sets out the requirements that must be satisfied by the Bidders in order to participate in the competitive Bidding Process to determine the Selected Bidder to whom the Concession shall be granted.
- 1.2.3. The draft Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Selected Bidder, including the scope of the Concessionaire's rights and obligations.
- 1.2.4. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidder about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of rights and obligations of the Selected Bidder set forth in the draft Concession Agreement or Authority's rights to amend, alter, change, supplement or clarify the scope of the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.2.5. All Bids shall be prepared and submitted in accordance with the terms of the Bidding Documents on or before the date specified in Clause 1.6 of this RFP (the "**Bid Due Date**").
- 1.2.6. Authority, at its absolute discretion, reserves the right to modify any proposed terms and conditions set out in this RFP as deemed necessary by it, including but not limited to the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 1.2.7. The selected Bidder has to enter into Concession Agreement with the Authority in the format of the draft Concession Agreement available as part of the Bidding Documents.

1.3. Sale of RFP Document

- 1.3.1. The RFP document may be purchased and processed on the CPP Portal. (<https://etenders.gov.in>). The CPP Portal can also be visited through the website of Authority (<http://www.aai.aero>), where a link as "E-Tender" has been provided on the Home page for this purpose. Prior to making a Bid, the Bidder shall pay to the Authority a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** as cost of the RFP document, which is non-refundable. The cost of RFP document shall be paid by the bidder before the scheduled time of e-tender submission through Online Payment Gateway available on CPP Portal where bidders can deposit the fees through Net Banking (SBI and Other Banks) and NEFT/RTGS. No other mode of payment shall be acceptable. Any Bid, if not accompanied by proof of deposit, shall be summarily rejected. Bidder has to submit the self-attested proof of transaction/UTR no. along with the Technical Bid documents.

1.4. Validity of the Bid

- 1.4.1. The Bid shall be valid for a period of not less than 180 days (the "**Bid Validity Period**"), extendable by another 90 days, if so desired by the Authority, from the Bid Due Date.

1.5. Brief Description of Bid Process

- 1.5.1. The Authority has adopted a single stage Bid Process in evaluating the Bids, comprising of evaluation of Technical and Financial Bids to be submitted together through the CPP Portal (<https://etenders.gov.in>). After receipt of Bids, a technical evaluation will be carried out as specified in Clause 3.3 of this RFP. Based on this technical evaluation, a short-list of Bidders (“Qualified Bidders”) shall be prepared as specified in Clause 3.3.4 of this RFP. Thereafter, the evaluation of Financial Bids submitted by only the Qualified Bidders will be carried out as specified in Clause 3.4 of this RFP. Financial Bids will finally be ranked and the Bidder proposing the highest Financial Bid shall be selected for award of LOIA (the “**Selected Bidder**”). If the Qualified Bidder proposing the highest Financial Bid withdraws its bids or does not sign the Concession Agreement for any reason, the Authority may, in its discretion, annul the Bidding Process and the Highest Bidder’s EMD will be forfeited and such Bidder will be debarred for a period of two years.
- 1.5.2. The Authority reserves its right to grant the Concession to the Selected Bidder.
- 1.5.3. A Bidder is required to pay an Earnest Money Deposit (EMD) equivalent to INR **Rs. 12,71,560/- (Indian Rupees Twelve Lakh Seventy One Thousand Five Hundred Sixty Only)** through Online Payment Gateway available on CPP Portal where bidders can deposit the fees through Net Banking (SBI and Other Banks) and NEFT/RTGS. No other mode of payment shall be acceptable and copy of transaction is to be attached with the documents. The refund and forfeiture of the EMDs shall be as per Clause 2.19 of this RFP.
- 1.5.4. Any condition or qualification or any other stipulation by the Bidder contained in the Bid shall render the Bid liable to rejection out rightly as a non-responsive Bid.
- 1.5.5. Bidders are advised to examine in greater detail and to carry out such studies as may be required to be carried out by them for submitting their respective Bids for award of the Concession including implementation thereof at their exclusive cost. Authority would extend all assistance in that respect.

1.6. Schedule of Bid Process:

Sr. No.	Activity	Scheduled Dates and Time
1	Download of e-tender document from CPP Portal	01.06.2022, 0900 Hrs
2	Physical Inspection of locations proposed to be Concessionaire Managed Locations by potential Bidders with prior intimation to Authority	01.06.2022 to 23.06.2022
3	Raising of queries by the Bidders in writing to AAI	By 08.06.2022, 1800 Hrs
4	Pre Bid Meeting of Potential Bidders	07.06.2022, 1100 Hrs
5	Reply of queries by AAI	16.06.2022, 1800 Hrs
6	Online submission of Bids (technical as well as financial) on CPP Portal (Last date of submission of Bids shall be the Bid Due Date)	By 23.06.2022, 1700 Hrs
7	Opening of Technical Bids (online only)	24.06.2022, 1700 Hrs
8	Opening of Financial Bids (online only)	14.07.2022, 1700 Hrs

The pre-bid meeting shall be held in virtual mode through video-conferencing. Bidders interested in attending the virtual pre-bid meeting may send their willingness on

comml.vns@aai.aero latest by 06.06.2022 clearly specifying the email id on which video conferencing link is to be shared by the authority.

1.7. Communications:

- 1.7.1. Any queries or request for additional information concerning this RFP shall be submitted only through the website of CPP Portal (<https://etenders.gov.in>). No other form of communication (including electronic mails and letter mails) will be entertained or responded to. The communications shall clearly bear the following identification /title:

Queries/ Request for Additional Information: RFP for Concession to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at **LBSI Airport, Varanasi.**

2. CHAPTER-2 - INSTRUCTIONS TO BIDDERS

A. GENERAL

Scope of Proposal

The Authority wishes to receive Bids to short-list technically experienced and capable Bidders.

The Financial Bids of Qualified Bidders shall be evaluated to select the Highest Bidder for implementing the Concession.

2.1. Eligibility of Bidders

2.1.1. For determining the eligibility of Bidders for their short-listing hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a Consortium of up to three (3) entities coming together to implement the Concession. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a natural person, a legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in RFP. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.9 below;
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i) the Bidder, or its Affiliate (or any constituent thereof) and any other Bidder or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

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

For the purposes of this Clause 2.1.1, indirect shareholding held through 1 (one) or more intermediate persons shall be computed as follows: (A) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (B) subject always to sub-clause (A) above, where a person does not exercise control over an intermediary,

which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or

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

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.1 shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium.

Note:

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

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

- (d) A Bidder shall be liable for disqualification for submission of its Bid on the Bid Due Date if such Bidder or its Affiliate(s) have any amounts including interest outstanding and payable to Authority (the "Outstanding Dues") in respect of commercial licenses held at airports fully controlled and operated by the Authority as on the Bid Due Date. The existing commercial concessionaires of Authority intending to participate in response to this RFP should have no undisputed Outstanding Dues at all the units of Authority where the participating party has/had current/past license(s) up to previous month excluding the month of publication of this RFP as per following criteria:

S. No.	Month of Bid Due Date	No Dues Certificate required to be submitted along with RFP
1	April	31 st December of previous year of RFP
2	May	31 st March of same year as RFP
3	June	31 st March of same year as RFP
4	July	31 st March of same year as RFP
5	August	30 th June of same year as RFP
6	September	30 th June of same year as RFP
7	October	30 th June of same year as RFP
8	November	30 th September of same year as RFP
9	December	30 th September of same year as RFP
10	January	30 th September of previous year of RFP
11	February	31 st December of previous year of RFP
12	March	31 st December of previous year of RFP

However, the disputed amounts which are referred for conciliation/arbitration shall not be considered as Outstanding Dues provided the Bidder has furnished an additional bank guarantee equivalent to 50% of the value of the disputed amounts in addition to the license directed Security Deposit already available with Authority. The license directed Security Deposit and additional bank guarantees will have to be kept valid until the expiry of the contract/finalization of the conciliation/arbitration process respectively. Provided further, that in the event of an order from a judicial court/arbitral tribunal staying/withholding the realisation of certain dues the adherence to the above conditions will be exempted and regulated in accordance with those orders.

In this respect, the Bidder shall produce and submit a No Dues Certificate from the Authority with the Bid. The Bidder should also submit the details of contracts held (current and past), if any, at all AAI controlled airports, in the format as set forth in Technical Form-11 of Appendix-I. The decision of the Authority in respect of Outstanding Dues shall be final and binding on the Bidder.

- (e) There is no pending, active or previous legal action that prevents the Bidder from executing the Concession Agreement or fulfilling the conditions of the Concession.

Explanation (i): In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.1, shall include each Member of such Consortium.

- (f) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any Concession, and the bar subsists as on the date of submission of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- (g) A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority Consortium Member or Affiliate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Affiliate. An Self-Declaration / Self-Certification in this regard is to be submitted.

- (h) A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
 - (i) The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.
- 2.1.2. The Selected Bidder (in case of Consortium, the bidder shall form an appropriate Special Purpose Vehicle (SPV) under the Indian Companies Act, 2013) shall execute the Concession Agreement and implement the Concession. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:
- (a) Number of Members in the Consortium shall not exceed three (03);
 - (b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member of the Consortium;
 - (c) Members of the Consortium shall nominate one member as the lead member (the **“Lead Member”**) who shall have the highest equity share holding of more than 50% (fifty per cent) of the paid up and subscribed Equity Capital of the SPV throughout the Concession Term. The nomination(s) shall be supported by a Power of Attorney, as per the format in Technical Form-14 of Appendix-I, signed by all the other members of the Consortium;
 - (d) An individual Bidder cannot at the same time be member of a Consortium submitting a Bid. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium submitting a Bid;
 - (e) Members of the Consortium shall enter into a substantially binding Joint Bidding Agreement, in the form specified in Technical Form-15 of Appendix-I (the **“Joint Bidding Agreement”**), for the purpose of submitting a Bid for the Concession. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to form a Special Purpose Vehicle in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the draft Concession Agreement, in case the Concession is awarded to the Consortium;
 - (ii) commit to the minimum equity stake to be held by each member, as well as commit to be in compliance with the shareholding requirements set forth in Clause 2.4 of this RFP;
 - (iii) Members of the Consortium undertake that, subject to the provisions of sub-clause (e) (ii) above, they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV at all times at least until the third anniversary of the Commencement Date of Concession Term; and
 - (iv) include a statement to the effect that all members of the Consortium (who submitted the Bid) shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession until all the obligations of the Concessionaire become effective under and in accordance with the draft Concession Agreement.
 - (f) Except as provided under this RFP, and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.1.3. To be eligible for being a Selected Bidder, a Bidder shall demonstrate both Technical Capacity and Financial Capacity.

2.1.4. Technical capacity (“**Technical Capacity**”) - For demonstrating Technical Capacity the Bidder shall satisfy the following criteria:

I. **Experience criteria** – The Bidder must fulfil the following conditions:

A. The Bidder (in case of Consortium, the Lead Member) must individually have two (02) years’ of experience in the retail business in India as on **31/05/2022** [Date of publication of RFP] in the preceding seven (07) years (**01/06/2015 to 31/05/2022**).

AND

B. The Bidder (in case of Consortium, the Lead Member) shall currently be operating at least two (02) retail outlets as on **31/05/2022** [Date of publication of RFP] at following locations:

(i) In any Indian airport(s) with more than 1 million passenger per annum **as on (31/05/2022);**

OR

(ii) In other Indian passenger transport terminal(s) (i.e. metro rail station and railway station) with more than 1 million passenger per annum as on **(31/05/2022).**

OR

(iii) Commercial complex in India having built up area of at least 10,000 square meters. Further, the total area of the outlet(s) being operated by the bidder in a commercial complex must be at-least 10% of the area of the Concessioned Premises indicated in the RFP.

Note:

- A copy of requisite documentary proof such as work order/ license agreement, along with proof of completion of requisite tenure of 02 years shall be submitted for verification for each outlet(s).
- Further, in case of metro rail stations and railway stations, bidder shall submit certificate issued by concerned passenger transport terminal operator towards passenger traffic of 01 million per annum at such

passenger transport terminal.

- In case of Commercial Complex, bidder shall submit following necessary document(s) / certificate(s):
 - Necessary document(s) / certificate(s) issued by the Commercial Complex operator/owner in support of establishing the fact that commercial complex is having built up area of at least 10,000 sq. mtr. to be submitted. A copy of approved building plan of the Commercial Complex issued by appropriate authority also to be submitted by bidder as provided by Commercial Complex operator/owner.
 - The Document(s)/ Certificate(s) issued by Commercial Complex operator/owner, certifying number of outlet(s) and area of each outlet, being operated by the bidder in the concerned Commercial Complex.

The validity of the above requirements shall be determined as per Clause 2.1 of this RFP. Any another document to support the above claim which is not included in Clause 2.1 should also be attached.

- II. **Requirement to submit undertaking for branded outlets** – The Bidder shall submit an undertaking, in the format provided in Technical Form-1 of Appendix-I, to submit binding MoUs / agreements signed with Brand owners (list of brands provided in Appendix-V) within the Business Incubation Period, as per the table below:

Airport category	Minimum number of Brands
Category-A (4 to 12 million passengers per annum)	At least 3 Branded Outlets
Category-B and below (Less than 4 Million passengers per annum)	At least 2 Branded Outlets

In case the Airport moves to a higher category, such as from category B to category A as per AAI's classification, the Authority may require the Concessionaire to comply with the requirement applicable to the higher category.

Brands not falling within the indicative list provided under Appendix-V, may also be considered and permitted by Authority at post award stage at its sole discretion, to which bidder / concessionaire must obtain approval / permission of Authority in writing within business incubation period.

- III. **No undisputed outstanding dues to AAI** – The Bidder and/or its Affiliates has to settle all undisputed dues to AAI, as detailed in Clause 2.1.1.(d).

- 2.1.5. **Financial capacity (“Financial Capacity”)** - For demonstrating Financial Capacity the Bidder shall satisfy the following criteria:

The Bidder must have minimum annual turnover of **Rs. 4,64,76,994** from retail business during two (2) years (for which technical experience has been claimed) in the last seven (7) years, in accordance with the audited financial statements (i.e. profit and loss account and balance sheet along with schedules).

[

The minimum annual turnover from Retail Business shall be determined and indicated in the RFP document, as per following formula:

Minimum Annual Turnover from Retail Business =

(MG per PAX × Proj. Dom. Traffic for first Year for which projection is indicated in the RFP) + (MG per PAX × 2 × Proj. International Traffic for first Year for which projection is indicated in the RFP)

]

The Bidders shall enclose, along with its bid documents, certificate(s) as per format provided in Technical Form-4 of Appendix-I from its statutory auditors reflecting sales turnover of the Bidder from the retail business in India, in support of its claim of meeting the Financial Capacity criteria required under this Clause 2.1.5. For the purposes of this RFP, turnover (the “Turnover”) shall mean the total revenue earned from sales of retail products and services to ultimate consumers, less applicable sales tax, GST or value added tax.

- 2.1.6. The Bidder should submit a Power of Attorney as per Technical Form-13 of Appendix-I, authorizing the signatory of the Bid to commit the Bidder (the “**Authorised Signatory**”). In the case of a Consortium, the members should submit a Power of Attorney in favour of the Lead Member as per format at Technical Form-14 of Appendix-I.
- 2.1.7. In demonstration of Technical Capacity and Financial Capacity of a Bidder under Clauses 2.1.4 and 2.1.5 above respectively, the experience of a subsidiary of Bidder (in the case of a Consortium, the Lead Member) in which the Bidder/Lead Member owns more than fifty percent (50%) shareholding, would only be considered.
- 2.1.8. Bidder shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019]

2.2. General Terms of Bidding

- 2.2.1. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.
- 2.2.2. No Bidder shall submit more than one (1) Bid. A Bidder bidding individually or as a member of a Consortium (“**Member**”) shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.2.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Concession Agreement.
- 2.2.4. The Technical Bid, including materials evidencing the Technical Capacity and Financial Capacity, should be furnished online in the formats prescribed at Annexure-II and Annexure-III of Appendix-I.
- 2.2.5. The Financial Bid shall be furnished online in the format specified by CPPP. In the event the Financial Bid or any information regarding the same is submitted as part of the Technical Bid

or through any other means of communication not permitted under the Clause 2.2.4 above, the Authority reserves the right to reject such Bid.

- 2.2.6. Information supplied by a Bidder (or other constituent Member if the Bidder is Consortium) must apply to the Bidder or, Member named in the Bid and not, unless specifically requested, to other affiliated companies or firms.
- 2.2.7. The documents including this RFP and all attached documents, provided by Authority, are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance with terms hereunder. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.2.7 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.2.8. This RFP is not transferable.
- 2.2.9. A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Affiliate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, member of a Consortium or Affiliate thereof.
- 2.2.10. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.2.11. Financial Bid shall mean the binding and final financial offer to be submitted by a Bidder online at the NIC CPPP E-Tendering Portal at etenders.gov.in. For the purposes of evaluation of the Financial Bids and deciding the Selected Bidder, the financial quote offered to the Authority in the first Concession Year shall be the sole parameter for identification of the Highest Bidder.

2.3. Change in Composition of the Consortium

- 2.3.1. Change in the composition of a Consortium will not be permitted by the Authority until the third anniversary of the Commencement Date of Concession Term. After the third anniversary of the Commencement Date of Concession Term, any Consortium Member, except the Lead Member, can exit the Consortium by selling its stake in the Consortium to the Lead Member.

2.4. Change in Ownership

- 2.4.1. The Selected Bidder, if comprised of a Consortium, shall conform to the requirements regarding Change in Ownership in terms of the draft Concession Agreement, viz.:

- (a) [.....name of Lead Member], shall, for an entire period during the Concession Term, hold equity share capital more than 50% (fifty per cent) of the subscribed and paid up equity share capital of the Concessionaire; and
- (b) [.....name of all Members of the Consortium] shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the Concessionaire at all times until the third anniversary of the Concession Fee Commencement Date.

- 2.4.2. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the draft Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary

contained in the draft Concession Agreement, be deemed to be a breach of the draft Concession Agreement and dealt with as such thereunder.

2.5. Cost of Bidding

- 2.5.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.
- 2.5.2. The Selected Bidder / Concessionaire shall also be responsible for all costs associated with execution of the Concession Agreement.

2.6. Site visit and verification of information

- 2.6.1. Bidders are encouraged (or advised) to submit their respective Bids after fully familiarising the airport environment and retail business opportunity available and ascertaining for themselves the actual on ground conditions, passenger volumes, location, surroundings, availability of power, water and other utilities, access to the proposed Concessionaire Managed Locations, handling and storage of materials, weather data, applicable laws and regulations specially the BCAS and security agencies requirements, and any other matter considered relevant by them. Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

2.7. Acknowledgement by the Bidder

- 2.7.1. It shall be deemed that by submitting a Bid, the Bidder has:
 - (a) made a complete and careful examination of the RFP and Bidding Documents;
 - (b) received all relevant information requested from the Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP and Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above; and
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Bid, execution of the Concession in accordance with the RFP and Bidding Documents and performance of all of its obligations there under.
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP and Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - (f) acknowledged & represented that it does not have a Conflict of Interest; and
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.7.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to accept and reject any or all Bids

- 2.8.1. Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority there under.
- 2.8.2. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.8.3. Authority reserves the right to reject any Bid and appropriate the Earnest Money Deposit (EMD) if:
- (a) At any time, a material misrepresentation is made or uncovered, or
 - (b) The Bidder does not provide, within the time specified by Authority, the supplemental information/documents sought by the Authority for evaluation of the Bid.

If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, the Authority reserves the right to take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process.

If the Bidder is a Consortium, then the entire Consortium may be disqualified / rejected.

- 2.8.4. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOIA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOIA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Authority to the Selected Bidder. In such an event, Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or terminate the Concession Agreement as the case may be, as damages, without prejudice to any other right or remedy that may be available to Authority under RFP, the Bidding Documents, and/ or the draft Concession Agreement or under applicable law.
- 2.8.5. The Selected Bidder shall procure all Applicable Permits & security clearances under applicable laws, within the periods as specified in this RFP and draft Concession Agreement, unless extended by the Authority.
- 2.8.6. It is the responsibility of the Selected Bidder to obtain all applicable clearances/ permits from the respective authorities within the time allowed by the Authority.

2.9. Forms and Clarifications

- 2.9.1. Contents of the Forms/Appendixes/Schedules

	Appendix-I	
1.	Technical Form-1	Undertaking by the Bidder
2.	Technical Form-2	Details of Bidder

3.	Technical Form-3	Technical Capacity of the Bidder
4.	Technical Form-4	Technical Capacity and Financial Capacity of the Bidder
5.	Technical Form-5	Details of Brands of Retail Items Proposed
6.	Technical Form-6	Proposal on Operations & Management Practices
7.	Technical Form-7	Proposal on Capital Expenditure Plan
8.	Technical Form-8	Proposal on Pricing Policy
9.	Technical Form-9	Proposal on Customer Service
10.	Technical Form-10	Details of commercial licenses held/ operated (current and past) at airport units under management of authority
11.	Technical Form-11	Outstanding Dues Certificate
12.	Technical Form-12	Statement of Legal Capacity
13.	Technical Form-13	Power of Attorney for signing of Bid
14.	Technical Form-14	Power of Attorney for Lead Member of Consortium
15.	Technical Form-15	Joint Bidding Agreement
16.	Technical Form-16	Format of Self-Declaration / Self-Certification
17.	Technical Form-17	Format of Integrity Pact
18.	Technical Form-18	Checklist of submissions
19.	Financial Form-1	Format of Financial Bid
	Appendix-II	Draft Concession Agreement
1.	Schedule-A	Indicative / Tentative Location Layout Plan
2.	Schedule-B	Monthly Concession Fee
3.	Schedule-C	Details of Incumbent Licensees
4.	Schedule-D	Integrity Pact
5.	Schedule-E	Capital Expenditure Plan
6.	Schedule-F	Handing Over/ Taking Over Report
7.	Schedule-G	Damages for Infractions
8.	Schedule-H	Proposal on Customer Services
9.	Schedule-I	Format of Bank Guarantee
0.	Schedule-J	Policy on Operations & Maintenance
11.	Schedule-K	EPOS Compliance Requirements
12.	Schedule-L	Design Guidelines
13.	Schedule-M	Handover Notification
14.	Schedule-N	Sample Illustration for calculation of pro-rated QMG and QAG in case of actual area of Concessioned Premises is greater than or lesser than the area of Concessioned Premises indicated in the RFP Document
15.	Schedule-O	Traffic Projections Format. <i>[Airport(s) to provide traffic projections (Domestic and International to be shown separately) for next 10 years (including the year of invitation of tender), would form part of RFP document.]</i>
	Appendix-III	Disclosure of Development Projects
	Appendix-IV	Request Letter : Transmission of Bank Guarantee Cover Message
	Appendix-V	Indicative List of Retail Brands

2.10. Clarifications

- 2.10.1. Bidders requiring any clarification on the RFP may notify the Authority in accordance with Clause 1.7 of this RFP. They should send in their queries through CPP Portal only. No other form of communication will be accepted. The queries should be uploaded before the date specified in the schedule of Bid Process contained in Clause 1.6 of this RFP. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be uploaded on the CPP Portal.
- 2.10.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.10.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through the e-procurement portal of Authority. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.10.4. The Authority shall not respond to any queries received through any mode of communication (such as email, letter etc.), other than through CPP Portal.

2.11. Amendment of RFP

- 2.11.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of corrigenda and/or addenda.
- 2.11.2. Any corrigendum/ addendum thus issued will only be uploaded on the CPPP.
- 2.11.3. In order to afford the Bidders a reasonable time for taking any corrigendum/ addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.12. Language of Bid

- 2.12.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, except, documents submitted in Hindi, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English other than those in Hindi, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation and in Hindi language shall prevail.

2.13. Format and Submission of Bid

- 2.13.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.13.2. All Bids should be submitted only through the online CPP Portal (<https://etenders.gov.in/>). CPP Portal can also be visited from the website of Authority (<https://www.aai.aero>), where a link as “E-Tender” has been provided on the Home page for this purpose. Bids submitted by hand, post, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

- 2.13.3. Bidders are advised to submit the Bids through online CPP Portal well in advance to avoid network problems. Authority will not be responsible for any inability for submission of Bids before the Bid Due Date due to technical problems/network errors.
- 2.13.4. The Bidder shall submit the Technical Bid as specified in Clause 2.13.2.
- 2.13.5. The Technical Bid shall not include any financial offer.
- 2.13.6. The Technical Bid shall contain:
- (a) Index of Submissions
 - (b) Bid in the prescribed format along with all annexures and supporting documents including those as per Technical Form-1, Technical Form-2, Technical Form-3, Technical Form-4, Technical Form-5, Technical Form-6, Technical Form-7, Technical Form-8, Technical Form-9, Technical Form-10 and Technical Form-11 of Appendix-I
 - (c) Statement of Legal Capacity as per Technical Form-12 of Appendix-I
 - (d) Power of Attorney for signing the Bid as per Technical Form-13 of Appendix-I
 - (e) If applicable, the Power of Attorney for Lead Member of Consortium as per Technical Form-14 of Appendix-I
 - (f) Copy of the Joint Bidding Agreement, in case of Consortium, substantially as per Technical Form-15 of Appendix-I
 - (g) Self-certification / self-declaration as per Technical Form-16 of Appendix-I
 - (h) Integrity Pact as per Technical Form-17 of Appendix-I
 - (i) Documents of Incorporation (in case of consortium, for all members), duly notarized
 - (j) Copy of PAN Card, Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership, then a copy of its partnership deed (In case of consortium for all members)
 - (k) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding financial year and for the years for which experience under Clause 2.1.4 of this RFP has been claimed.
 - (l) Self-attested copy of proof of payment of Earnest Money Deposit
 - (m) Self-attested copy of proof of payment for purchase of tender documents.
 - (n) Checklist of submissions as per Technical Form-18 of Appendix-I
- 2.13.7. The Bidders are advised to arrange the submissions/documents in the above order. Each page of Technical Bid is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder.
- 2.13.8. All pages of the Technical Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink and stamp all pages. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.14. Bid Due Date

- 2.14.1. Bids should be submitted before **1700 Hrs** hours IST on the Bid Due Date.
- 2.14.2. Authority may, at its sole discretion, extend the Bid Due Date uniformly for all Bidders by issuing a corrigendum/ addendum in accordance with Clause 2.11.

- 2.14.3. Late Bids - The CPP Portal shall not accept Bids, after the specified time on the Bid Due Date and shall be summarily rejected.

2.15. Modifications/ substitution/ withdrawal of Bids

- 2.15.1. The Bidder may withdraw its Bid after submission, prior to the Bid Due Date.
- 2.15.2. The withdrawal notice shall be prepared and submitted through the online procurement portal (<http://etender.aai.aero/irj/portal>).
- 2.15.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16. Validity of Bids

- 2.16.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days, extendable by another 90 days, if so desired by the Authority, from the Bid Due Date.

2.17. Confidentiality

- 2.17.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Authority in relation to or matters arising out of, or concerning the Bidding Process. Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or Authority or as may be required by law or in connection with any legal process.

2.18. Correspondence with the Bidder

- 2.18.1. Save and except as provided in this RFP, Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.19. Earnest Money Deposit (EMD)

- 2.19.1. The Bidder shall furnish as part of its Bid, a bid security referred to in Clause 1.5.3 of this RFP.
- 2.19.2. The Authority shall not be liable to pay any interest on the Earnest Money Deposit so furnished and the same shall be interest free.
- 2.19.3. Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by Authority as non-responsive.
- 2.19.4. Save and except as provided in Clause 2.19.6 herein below, the Earnest Money Deposit of unsuccessful Bidders, will be returned by Authority, without any interest, as promptly as possible after opening of Financial Bids or when the Bidding process is cancelled by Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.
- 2.19.5. The Selected Bidder's Earnest Money Deposit will be returned, without any interest, upon the Selected Bidder's signing the Concession Agreement and furnishing the Security Deposit in accordance with the provisions thereof.
- 2.19.6. Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages inter alia in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed

that Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.

2.19.7. The Earnest Money Deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents and/ or under the draft Concession Agreement, or otherwise, under the following conditions:

- (a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Chapter 6 of this RFP; or
- (b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidders and Authority; or
- (c) If the Bidder submits false information in the Technical Bid, or
- (d) In the case of Selected Bidder, if it fails to -
 - (i) sign and return a duplicate copy of the LOIA as per Clause 3.4.8 of this RFP, which shall be deemed to be an acceptance by the Selected Bidder of the terms and conditions of the LOIA; or
 - (ii) fulfil any of its obligations including signing of the Concession Agreement as per Clause 4.1.1 of this RFP.

2.20. E-Tendering guidelines to the bidders

2.20.1 For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

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

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

E-Mail : support-eproc@nic.in

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

E-Mail : cPPP-doe@nic.in

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

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in> . 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**”.

2.20.4 In case of any technical issues faced, the escalation matrix is as mentioned below:

S. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
5.	Bid Manager		Comml.vns@aai.aero	0542-2622155	0930 – 1800 Hrs. (Mon-Fri)

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

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

2.21. Salient points about the CPP Portal

- 2.21.1. The Bidders should enrol in <https://etenders.gov.in> to carry out the procurement activities. Bidders have to enrol themselves to the CPP Portal by following the bidder’s guide for enrolment to the CPP Portal.
- 2.21.2. Entry will be through two factor login i.e. User id & password followed by the login through DSC.
- 2.21.3. Award of the contract can be viewed under “Results of the tender” in the site.
- 2.21.4. Web-learning session on CPPP and the monthly calendar of web-learning session is available at <https://eprocure.gov.in/cppp/trainingdisp>
- 2.21.5. Utmost care needs to be taken while DSC mapping in CPPP. User’s -id should be mapped with his/her own DSC. In case, somebody’s DSC is mapped with some other user-id, it cannot be reverted back.

2.21.6. For any other queries refer to FAQ -

<https://etenders.gov.in/eprocure/app;jsessionid=8A3ED198A88B9B9373FF273CFBC8AE80.cppsugp1?page=FAQFrontEnd&service=page>

4. CHAPTER-3 - EVALUATION OF BIDS

4.1. Opening and responsiveness check of Technical Bids

- 4.1.1. Authority shall open the Technical Bids on **24.06.2022 at 1700 hrs.** IST in the presence of the Bidders who choose to be present.
- 4.1.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.15 of this RFP shall not be opened.
- 4.1.3. Authority will subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in Chapter 3 of this RFP.
- 4.1.4. Any information contained in the Technical Bids shall not in any way be construed as binding on Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Concession is subsequently awarded to it on the basis of such information.
- 4.1.5. Authority reserves the right not to proceed with the Bid Process at any time without notice or liability and reserves the right to reject any or all Bid(s) without assigning any reasons.
- 4.1.6. To facilitate evaluation of Technical Bids, Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 4.1.7. Prior to evaluation of Technical Bids, Authority shall determine whether each Bid is accompanied by Earnest Money Deposit in the form and manner as specified in this RFP. A Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by Authority and would not be taken up for further evaluation.

4.2. Tests of responsiveness

- 4.2.1. Prior to evaluation of the documents contained in the Technical Bid, Authority shall determine whether each Technical Bid is responsive to the requirements set out in this RFP. A Bid shall be considered responsive only if:
 - (a) It is accompanied by “Undertaking by the Bidder” as per format in Technical Form-1 of Appendix-I.
 - (b) It is accompanied by the Integrity Pact in the format specified in Technical Form-17 of Appendix-I.
 - (c) It contains a self-attested copy of the receipt for payment of **Rs. 50,000/- (Rupees Fifty Thousand only)** to Authority towards the cost of RFP document.
 - (d) It contains a self-attested copy of the receipt for payment of **Rs. 12,71,560/- (Rupees Twelve Lakhs Seventy One Thousand Five Hundred and Sixty only)** to Authority towards Earnest Money Deposit.
- 4.2.2. Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Bids.

4.3. Evaluation of Technical Bids

- 4.3.1. During this stage, Authority shall determine whether each Technical Bid is in compliance with the requirements of the RFP. A Technical Bid shall be considered to be in compliance with the requirement of the RFP only if:
 - (a) The Bidder demonstrates Technical Capacity, as set forth Clause 2.1.4 of this RFP.
 - (b) It contains all the information and documents in support as requested in this RFP.

- 4.3.2. Such Technical Bids which are not in compliance with the requirements of the RFP shall be rejected forthwith and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Bids(s).
- 4.3.3. Authority reserves the right to seek clarifications or additional information / documents from any Bidder regarding its Bid. Such clarification(s) for additional information / document(s) shall be provided within the time specified by Authority for the purpose. Any request and response thereto shall be in writing. If the Bidder does not furnish the clarification(s) or additional information / document(s) within the prescribed time, the Bid shall be liable to be rejected. In case the Bid is not rejected, Authority may proceed to evaluate the Bid by construing the particulars requiring the clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.
- 4.3.4. After the evaluation of Technical Bids, Authority would announce a short-list of Bidders (**“Qualified Bidders”**), whose Technical Bids have been found to be responsive and in compliance with the requirements of the RFP. The Qualified Bidders are eligible for further evaluation of their Financial Bids. The Financial Bids of such Bidders whose Technical Bid has been found to be not in compliance with the requirements of RFP will be rejected.

4.4. Evaluation of Financial Bids

- 4.4.1. The Financial Bids of Qualified Bidders would be opened. Authority, as mentioned in Clause 1.6 of this RFP, would notify the Qualified Bidders of the date, time and venue for opening the Financial Bids. The Financial Bids would be opened in the presence of the Qualified Bidders who choose to be present.
- 4.4.2. For the purposes of evaluation of the Financial Bids and deciding the Selected Bidder, the Quoted Guarantee per Passenger (QG per PAX) amount quoted by the Qualified Bidders as applicable for the first Concession Year shall be the sole parameter for identification of the Highest Bidder.
- 4.4.3. In this RFP, the term **“Highest Bidder”** shall mean the Qualified Bidder who has quoted the highest Quoted Guarantee per Passenger (QG per PAX) in the Bid Process. Such Quoted Guarantee per Passenger would be treated as Quoted Guarantee per Domestic Passenger. Two times of Quoted Guarantee per Domestic Passenger would be treated as Quoted Guarantee per International Passenger.
- 4.4.4. It is clarified that in the event that only a single Bid is received, the Authority may, in compliance with applicable laws, in its discretion and for reasons to be recorded in writing, accept such Bid and declare such Bidder the Selected Bidder, or annul the Bidding Process.
- 4.4.5. For the purposes of evaluation, decimals points up to two places shall only be considered.
- 4.4.6. In the event that the Financial Bid of two or more Qualified Bidders are found to be the same and is the highest (the **“Tied Bidders”**), Authority shall invite fresh Financial Bids from such Tied Bidders and shall identify the Selected Bidder from amongst such Tied Bidders, provided that the revised Financial Bids of such Tied Bidders shall be no less favorable to Authority than their respective original Financial Bids.
- 4.4.7. After determination of the Selected Bidder, a Letter of Intent to Award (the **“LOIA”**) shall be issued, in duplicate, by Authority to the Selected Bidder. The LOIA will be handed to the Selected Bidder or posted to the Selected Bidder’s address as given in the Bid and such handing or posting shall be deemed to be good service of such a communication.

- 4.4.8. The Selected Bidder shall, within 7 (seven) working days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOIA.
- 4.4.9. After acknowledgement of the LOIA as aforesaid by the Selected Bidder, it shall fulfil the conditions set forth in Clause 4.1 of this RFP and shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in LOIA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement forming part of this RFP as Appendix II.

4.5. Contacts during Bid Evaluation

- 4.5.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5. CHAPTER-4 - AWARD OF CONCESSION

5.1. Conditions of Award

5.1.1. The Selected Bidder agrees and undertakes that within the Business Incubation Period, or any shorter time period specified below, unless extended in writing by the Authority, it shall fulfil all of the following conditions unless waived in writing by the Authority. Provided that if an extension is needed due to a fault of the Concessionaire/ Selected Bidder as determined at the sole discretion of the Authority and provided by the Authority, damages at the rate of INR 5,000/- shall be appropriated from the Earnest Money Deposit (EMD) / Security Deposit, as applicable, for each day of extension provided and utilized for each obligation that is delayed.

- (a) In case the Selected Bidder is a Consortium, it shall form an SPV, prior to signing of the Concession Agreement, as per the terms and conditions of this RFP;
- (b) The Selected Bidder (in case of Consortium, the SPV) shall submit the Security Deposit in the form and manner as specified in this RFP prior to signing of the Concession Agreement;
- (c) The Selected Bidder shall execute the Integrity Pact as per the Draft Integrity Pact forming part of this RFP as per Technical Form-17 of Appendix-I prior to signing of the Concession Agreement;
- (d) The Selected Bidder shall execute the Concession Agreement as per the provisions of the Bidding Documents not later than thirty (30) days from commencement of the Business Incubation Period. In case of Consortium, the Concession Agreement shall have to be executed between the SPV and the Authority. Any delay shall attract damages at the rate of Rs.5,000/- per day of delay, as provided in Clause 4.1.1 of this RFP;
- (e) The Selected Bidder/ Concessionaire shall, at its own risk and cost, obtain all Applicable Permits under the Applicable Laws which are required to execute and perform the Concession Agreement and submit copies thereof to the Authority;
- (f) The Selected Bidder/ Concessionaire shall, at its own risk and cost, obtain the security clearances required to carry out commercial activities in the security restricted area from the Bureau of Civil Aviation Security (BCAS) or any other relevant Governmental Authority and submit copies thereof to the Authority;
- (g) The Selected Bidder shall submit its proposed layout plan by utilizing the indicative / tentative Concessionaire Managed Locations Layout Plan as provided in Schedule A within seven (7) days of commencement of the Business Incubation Period. Such a layout plan shall also include the reasonably required quantity or capacity for any utilities required along with locations of any physical connections such as sewage, exhausts, etc. The Authority may take a maximum of fourteen (14) working days to assess compliance. In case the Authority notifies of non-compliance, then the Selected Bidder/ Concessionaire shall be required to address the non-compliance and submit revised Concessionaire Managed Locations Layout Plan within the limitations of Location Layout Plan Approval Protocol for approval by the Authority. The Authority may take a maximum of seven (7) working days to assess compliance of the revised Concessionaire Managed Locations Layout Plan. The Selected Bidder/ Concessionaire shall be required to address remaining non-compliances, if any, and obtain final approval of the Concessionaire Managed Locations Layout Plan from the Authority. The responsibility of demonstrating compliance and obtaining the requisite approvals within thirty (30) days from the commencement of the Business Incubation

Period shall rest with the Selected Bidder/ Concessionaire. Any delay shall attract damages at the rate of Rs.5,000/- per day of delay, as provided in Clause 4.1.1 of this RFP;

- (h) The Selected Bidder/ Concessionaire shall demonstrate that the planned interior and exterior designs of the Concessionaire Managed Locations comply with the Design Guidelines (as provided in Schedule L). The Authority may take a maximum of fourteen (14) working days to assess compliance. In case the Authority notifies of non-compliance, then the Selected Bidder/ Concessionaire shall be required to address the non-compliance and submit revised Concessionaire Managed Locations Layout Plan for approval by the Authority. The Authority may take a maximum of seven (7) working days to assess compliance of the revised Concessionaire Managed Locations Layout Plan. The Selected Bidder/ Concessionaire shall be required to address remaining non-compliances, if any, and obtain final approval of the Concessionaire Managed Locations Layout Plan from the Authority. Any delay shall attract damages at the rate of Rs.5,000/- per day of delay, as provided in Clause 4.1.1 of this RFP;
- (i) The Selected Bidder/ Concessionaire shall produce binding MoUs / agreements signed with Brand owners as per Technical Form-5 of Appendix-I of the RFP within thirty (30) days of issue of LOIA, as per the table below:

Airport category	Minimum number of Brands
Category-A (4 to 12 million passengers per annum)	At least 3 Branded Outlets
Category-B and below (Less than 4 Million passengers per annum)	At least 2 Branded Outlets

Any delay in producing the required MoUs / agreements shall attract damages at the rate of Rs.5,000/- per day of delay, as provided in Clause 4.1.1 of this RFP.

In case the Airport moves to a higher category, such as from category B to category A as per AAI's classification, the Authority may require the Concessionaire to comply with the requirement applicable to the higher category;

Brands not falling within the indicative list provided under Appendix-V, may also be considered and permitted by Authority at post award stage at its sole discretion, to which bidder / concessionaire must obtain approval / permission of Authority in writing within business incubation period.

- (j) The Selected Bidder/ Concessionaire shall apply for necessary approvals and clearances of security program from the Bureau of Civil Aviation Security (BCAS) or any other relevant Governmental Authority, and any other clearance as may be notified from time to time and submit copies thereof to the Authority.
- 5.1.2. The Selected Bidder (in case of Consortium, the bidder shall form an appropriate Special Purpose Vehicle (SPV) under the Indian Companies Act, 2013) shall execute the Concession Agreement and implement the Concession. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:
- (a) Number of Members in the Consortium shall not exceed three (03);
- (b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member of the Consortium;

- (c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”) who shall have the highest equity share holding of more than 50% (fifty per cent) of the paid up and subscribed Equity Capital of the SPV throughout the Concession Term. The nomination(s) shall be supported by a Power of Attorney, as per the format in Technical Form-14 of Appendix-I, signed by all the other members of the Consortium;
 - (d) An individual Bidder cannot at the same time be member of a Consortium submitting a Bid. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium submitting a Bid;
 - (e) Members of the Consortium shall enter into a substantially binding Joint Bidding Agreement, in the form specified in Technical Form-15 of Appendix-I (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid for the Concession. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to form a Special Purpose Vehicle in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the draft Concession Agreement, in case the Concession is awarded to the Consortium;
 - (ii) commit to the minimum equity stake to be held by each member, as well as commit to be in compliance with the shareholding requirements set forth in Clause 2.4 of this RFP;
 - (iii) Members of the Consortium undertake that, subject to the provisions of sub-clause (e) (ii) above, they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV at all times at least until the third anniversary of the Commencement Date of Concession Term; and
 - (iv) include a statement to the effect that all members of the Consortium (who submitted the Bid) shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession until all the obligations of the Concessionaire become effective under and in accordance with the draft Concession Agreement.
 - (f) Except as provided under this RFP, and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- 5.1.3. The Selected Bidder shall be under obligation to obtain the final approval of the detailed Concessionaire Managed Locations Layout Plan after incorporation of observations of the Authority within the limitations of the Concessionaire Managed Locations Layout Plan Approval Protocol under any circumstances before the Access Date. Also refer Schedule-A of the draft Concession Agreement for indicative / tentative Concessionaire Managed Locations Layout Plan and the relevant provisions applicable thereto.
- 5.1.4. Without prejudice and in addition to the rights of Authority to invoke the Earnest Money Deposit (EMD) as provided elsewhere in the RFP, the Earnest Money Deposit (EMD) shall be liable to be forfeited and appropriated by Authority in case of failure of Concessionaire to fulfil any of the Conditions of Award within the stipulated time and in accordance with the manner prescribed therefore in this RFP and/or the Letter of Intent to Award.
- 5.1.5. Upon forfeiture by Authority of the Earnest Money Deposit (EMD) as above, Authority shall have the right to cancel/ revoke the Letter of Intent to Award and immediately upon issuance of notice intimating such cancellation/ revocation, to select such other Bidders as may be

deemed fit by Authority and /or deal with the Concession as it may deem fit in its sole and absolute discretion.

- 5.1.6. The Authority, in its sole discretion, reserves the right to extend the timelines referred to in Chapter 4 of this RFP.

6. CHAPTER-5 – THE CONCESSION AND THE CONCESSIONAIRE

6.1. Concessionaire

- 6.1.1. The obligations and duties of the Concessionaire are as prescribed in the RFP and the draft Concession Agreement.
- 6.1.2. The Selected Bidder shall produce binding MoUs / agreements signed with Brand owners within thirty (30) days of issue of LOIA as per the table below:

Airport category	Minimum number of Brands
Category-A (4 to 12 million passengers per annum)	At least 3 Branded Outlets
Category-B and below (Less than 4 Million passengers per annum)	At least 2 Branded Outlets

In case the Airport moves to a higher category, such as from category B to category A as per AAI's classification, the Authority may require the Concessionaire to comply with the requirement applicable to the higher category.

Brands not falling within the indicative list provided under Appendix-V, may also be considered and permitted by Authority at post award stage at its sole discretion, to which bidder / concessionaire must obtain approval / permission of Authority in writing within business incubation period.

- 6.1.3. The Selected Bidder agrees to pay damages at the rate of Rs.5,000/- per day for any delay beyond thirty (30) days of issue of LOIA to produce MOUs / agreements with the required number and type of Brands (international / national / local) as per the category of the Airport, in accordance with the terms and conditions of this RFP.
- 6.1.4. The Selected Bidder agrees that in case it fails to submit the binding MOUs / agreements within 60 days from the date of issue of LOIA then the LOIA shall stand automatically cancelled without any further reference and the Selected Bidder shall not make any claim to the Authority and the Authority shall be free to debar the Selected Bidder as per the conditions of this RFP.
- 6.1.5. The Selected Bidder shall submit its proposed layout plan by utilizing the indicative / tentative Concessionaire Managed Locations Layout Plan as provided in Schedule A of the draft Concession Agreement within seven (7) days of commencement of the Business Incubation Period. Such a layout plan shall also include the reasonably required quantity or capacity for any utilities required along with locations of any physical connections such as sewage, exhausts, etc. The Authority may take a maximum of fourteen (14) working days to assess compliance. In case the Authority notifies of non-compliance, then the Concessionaire shall be required to address the non-compliance and submit revised Concessionaire Managed Locations Layout Plan for approval by the Authority. The Authority may take a maximum of seven (7) working days to assess compliance of the revised Concessionaire Managed Locations Layout Plan. The Concessionaire shall be required to address remaining non-compliances, if any, and obtain final approval of the Concessionaire Managed Locations Layout Plan from the Authority. The responsibility of demonstrating compliance and obtaining the requisite approvals within thirty (30) days of commencement of the Business Incubation Period shall rest with the Concessionaire.

Refer Schedule-A of the draft Concession Agreement for indicative / tentative Concessionaire Managed Locations Layout Plan and the relevant provisions applicable thereto.

6.2. Scope of the Concession

- 6.2.1. The Concessionaire shall use the Concessionaire Managed Locations within the scope of this Concession as defined in this RFP during the Concession Term. The Concessionaire shall ensure that the execution of this Concession matches international standards and is in line with the image envisaged for the Airport by the Authority.
- 6.2.2. The Concessionaire Managed Locations as per the approved Concessionaire Managed Locations Layout Plan shall be physically handed over to the Concessionaire on “as is where is” basis and the Authority shall not be responsible for its renovation, maintenance and up-keep from the Access Date onwards.
- 6.2.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Concession Agreement.
- 6.2.4. In order to clearly define the scope of the Concession, an indicative list is provided in this RFP. The scope of the Concession is at best an indicative guideline and is neither intended to suggest nor restrain the use, while formulating the business model/ Concessionaire Managed Locations Layout Plan by the potential Bidders.
- 6.2.5. The Concessionaire shall only retail / sell the following items at the retail outlets in the Airport:
 - (a) Chocolates / candies / snacks / sweets / confectionary in sealed aseptic packs
 - (b) Books, newspapers, magazines, music, movies, videos
 - (c) Gifts, souvenirs, toys, games
 - (d) Writing stationary & instruments
 - (e) Spices, herbs, condiments, factory sealed tea leaves & coffee beans
 - (f) Tobacco products*
 - (g) Personal care products/ cosmetics/ fragrances
 - (h) Men's / women's/ kid's apparel and fashion wear
 - (i) Eyewear
 - (j) Watches and jewellery
 - (k) Electronic products
 - (l) Footwear/ leather and other accessories
 - (m) Home décor & accessories
 - (n) Subscriber Identification Module (SIM) cards including international SIM cards
 - (o) Any other item with the written approval of the Authority

* Licensees / concessionaires of any smoking lounges as well as duty free operators at the Airport may also undertake sale / retailing of tobacco products

It is further clarified that under the Concession, the Concessionaire shall not be allowed to undertake or to supply in any manner the products and services related to the following without the prior written approval of the Authority:

- (a) Day and/or transit hotel,
- (b) Duty free products,
- (c) Spa, and
- (d) Any other activity as may be specified by the Authority from time to time.

In the event the Authority permits the Concessionaire to undertake the above activities as provided in this Clause, the Authority may specify the commercial terms including any fees payable to the Authority by the Concessionaire. It is further clarified that such fee shall be over and above the Concession Fee, Space Rent, CAM Charges and all other applicable charges and Taxes payable by the Concessionaire.

6.3. Term of Concession

6.3.1. This Agreement shall become effective from the date of execution hereof. The term of the Concession (the “Concession Term”) shall commence on the earlier of:

- (a) 61st day from the date on which the Access Date(s) of at least fifty percent (50%) of the area designated for Concession Premises in the Concessionaire Managed Locations Layout Plan have occurred; or
- (b) the date of deemed commencement of Concession Term which may be specified by the Authority by a written notice of not less than seven (7) days.

The Concession Term shall expire on the seventh (7th) anniversary of the date of commencement of the Concession Term, unless the Agreement is terminated earlier in accordance with the terms and conditions of the RFP and draft Concession Agreement.

- 6.3.2. The Concessionaire shall be obligated to operate the Concession for at least the Minimum Lock in Period as per the terms and conditions of the draft Concession Agreement. The Concessionaire cannot terminate the Concession Agreement prior to expiry of the Minimum Lock in Period. If the Concessionaire fails to perform any of its obligations as per the terms and conditions of this agreement, it would lead to forfeiture of Security Deposit and debarment for a period of three (3) years from participation in future tenders/RFPs floated by Authority.
- 6.3.3. The Concession Term under Additional Concessionaire Managed Locations handed over to the Concessionaire at subsequent stages shall co-terminate on the expiry date of the Concession Term already notified at Clause 2.2.1 of the draft Concession Agreement.

6.4. Concession Fee

- 6.4.1. In consideration for the grant of Concession, the Concessionaire shall pay to the Authority, a concession fee (the “**Concession Fee**”) in respect of the said Concession Premises in accordance with the terms and conditions of this RFP.
- 6.4.2. The Concessionaire agrees and undertakes that the Concession Fee to be paid for each Month under this Agreement shall be the Quoted Monthly Guarantee (QMG) or the Base Revenue Share for the Month, whichever is higher.

At the end of each Concession Year, the Actual Total Passenger Traffic for a particular Concession Year is to be compared with the Projected Passenger Traffic for that Concession Year to determine the applicable slab of Progressive Revenue Share Percentage. Accordingly, Quoted Annual Guarantee (QAG) and Progressive Revenue Share shall be determined to arrive at Annual Concession Fees for a particular Concession Year. Higher of Quoted Annual

Guarantee (QAG) or Progressive Revenue Share shall be Annual Concession Fees for a particular Concession Year.

If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is lower than the Annual Concession Fee, then the Concessionaire shall pay the differential amount within seven days of such notification by the Authority.

If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is higher than the Annual Concession Fee, then the differential amount shall be adjusted/ set-off against the next payment(s) to be made by the Concessionaire.

The Quoted Guarantee per Passenger (QG per PAX) is subject to annual escalation at the rate of 5%. In this regard, following is clarified:

- i. For the first Concession Year, QG per PAX shall be the guaranteed amount per domestic passenger quoted by the Selected Bidder. For the first Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
 - ii. For the second Concession Year, QG per PAX shall be the guaranteed amount per domestic PAX quoted by the Selected Bidder plus annual escalation thereon. For the second Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
 - iii. For the subsequent Concession Years, QG per PAX shall be the QG per PAX for immediate preceding year plus annual escalation thereon.
- 6.4.3. The Concession Fee is exclusive of any Taxes. All Taxes with respect to the Concession, including GST, shall be borne by the Concessionaire and shall not be deducted from the Concession Fee paid to the Authority.
- 6.4.4. Concession Fee Commencement Date for each location shall mean the date on which the Gestation Period of that location has expired i.e. the 61st day from the Access Date of such location or commencement of business on that location whichever is earlier, unless extended in writing by the Authority.
- 6.4.5. For any Additional Concessioned Premises provided to the Concessionaire in any Concession Year, the QMG and QAG applicable for such Concession Year shall be pro-rated based on the area provided. A sample illustration (for indicative purpose only) for determination of pro-rated QMG and QAG has been provided in Schedule Nof Draft Concession Agreement.
- 6.4.6. Rebate on account of non-closure of any related license (listed in RFP) or on account of non-provisioning of RFP earmarked space shall be granted to the Concessionaire equivalent to the applicable Concession Fee of that particular concession. The term “particular concession” herein refers to the concession under reference, as defined in this RFP.

6.5. Other Charges

- 6.5.1. The Concessionaire shall pay to the Authority, the following additional charges in relation to the Concessioned Premises comprising a part of the Concessionaire Managed Locations in accordance with the draft Concession Agreement.
- (a) Utility Charges, as per metered actual consumption
- 6.5.2. The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Service Area(s) and Seating Area(s) if provided to the Concessionaire in respect of this Concession in accordance with the draft Concession Agreement.

- (a) Space Rent at rates as notified by the Authority from time to time
 - (b) Common Area Maintenance (CAM) charges
 - (c) Utility Charges, as per metered actual consumption
- 6.5.3. If required by the Concessionaire and agreed to by the Authority, the Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by the Authority from time to time.

6.6. Capital Expenditure and Development/ setting up of the Concessioned Premises:

- 6.6.1. The Concessionaire agrees that the Concessionaire shall incur all capital expenditure in relation to the designing, fit-out, financing, development, marketing, operating, maintaining and managing of the Concessioned Premises as more particularly set out in Schedule E of the draft Concession Agreement. The Concessionaire covenants and undertakes to utilize such amounts as represented in the capital expenditure plan provided in Schedule E of the draft Concession Agreement, to be incurred for the aforementioned purpose and in accordance with the Design Guidelines. The Concessionaire's obligations to incur capital expenditure shall commence from the Access Date for the Concessioned Premises and shall expire on the expiry of the Concession Term.
- 6.6.2. The Authority shall have the right to inspect and audit either itself or through an independent audit firm appointed by the Authority, the inventory and other details of the assets (movable and immovable) of the Concessionaire, at any time whatsoever and at the cost of the Concessionaire. Concessionaire shall submit to the Authority, the evidence of any capital expenditure incurred by the Concessionaire and the same may also be subjected to an independent inspection and audit by the Authority, through an independent chartered accountant whose expenditure will be borne by the successful bidder.
- (i) The capital expenditure plan proposed in Schedule-E shall be no less than Rs.25,000 (Twenty five thousand) only per sqm of floor area of location during phase 1 and no less than Rs.15,000 (Fifteen thousand) per sqm of floor area location during phase 2.
 - (ii) The concessionaire shall develop minimum 60% of Concessioned Premises within one year from the Concession Term commencement date.
 - (iii) The concessionaire shall develop minimum 75% of Concessioned Premises within two years from the Concession Term commencement date.
 - (iv) The concessionaire shall develop minimum 85% of Concessioned Premises within three years from the Concession Term commencement date.

However, irrespective of development/ non-development of Concessioned Premises (though AAI to provide / handover the entire concessioned Premises) , the "Concession Fee Commencement Date" for each location shall mean the 61st day from Gestation Period Commencement Date or the commencement of the business, whichever is earlier, unless extended by the Authority.

- 6.6.3. The Concessionaire shall pay all contributions, taxes and insurance premiums payable under Applicable Law, during its performance under the Concession Agreement and GST and other applicable taxes etc., to materials and supplies furnished or work performed hereunder and shall save Authority harmless from liability for any such contributions, premiums, and taxes, and as more particularly set out under the draft Concession Agreement. Direct taxes on respective income shall be borne by the respective parties.

6.6.4. Security Deposit

Phase – I:

On or before the date of execution of the Concession Agreement the selected bidder/SPV shall deposit with AAI, Bank Guarantee (BG) equivalent to eight (8) months' QMG of the first Concession Year (Determined on the basis of projected Passenger Traffic for the first Concession Year), with validity of four (4) years from the date of commencement of the Concession. The amount of BG can be worked out from QG per PAX for first concession year and Projected Passenger Traffic for first Concession Year with following formula:

$$\text{Amount of BG} = ((\text{QG per PAX for 1st Concession Year} \\ \times \text{Proj. Domestic PAX for 1st Concession Year}) \\ + (\text{QG per PAX for 1st Concession Year} \times 2 \\ \times \text{Proj. International PAX for 1st Concession Year})) \times \frac{8}{12}$$

Phase – II:

BG equivalent to eight (8) months' QMG of the 4th Year with a validity of six (6) months from the expiry of Concession Term shall be submitted by the Concessionaire within six (6) months prior to completion of the 4th Concession Year or validity of BG already submitted in the first phase, whichever is earlier. The Successful Bidder will have the option to renew the existing BG for enhanced amount or submit a fresh BG to the Authority. The Successful Bidder will have the option to deposit single Bank Guarantee for the stipulated amount or two Bank Guarantees amounting to the stipulated amount. The amount of BG can be worked out based upon the QG per PAX for fourth Concession Year and projected Annual Traffic for the fourth Concession Year based upon following formula:

$$\text{Amount of BG} = ((\text{QG per PAX for 4th Concession Year} \\ \times \text{Proj. Domestic PAX for 4th Concession Year}) \\ + (\text{QG per PAX for 4th Concession Year} \times 2 \\ \times \text{Proj. International PAX for 4th Concession Year})) \times \frac{8}{12}$$

- 6.6.5. The interest free Security Deposit shall only be accepted from a scheduled/nationalized bank. A Bank Guarantee from a co-operative bank shall not be accepted.
- 6.6.6. The Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.
- 6.6.7. The Bank Guarantee (BG) to be submitted in accordance with the bank details as follows:

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	AAIVARANASI to be mentioned in field 7037 of BG advising message code.

While submitting the documents to BG issuing bank, the successful bidder to also submit letter to the issuing bank as per format provided in Appendix – IV.

Along with the original BG document, successful bidder to attach copy of SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

6.7. Service Standards and other covenants

6.7.1. The Concessionaire shall at all times comply with the service standards and such other covenants as may be prescribed by the Authority from time to time.

6.8. Marketing and Promotional Activities

6.8.1. The Concessionaire is required to participate in all sales and promotion programs, display necessary airport publicity materials, and support all airport-wide promotions, and any other marketing or promotional activities as may be organized by Authority from time to time.

6.9. Sub-Licensing / assignment

6.9.1. The Concessionaire may sub-license or sub-concession or assign any of its duties in part.

6.10. Authority's Brand Support and Promotional Activities

6.10.1. Authority may, at any point in time, develop its brand with service, quality, respect, promise and creativity as its core elements and the Concessionaire is required to uphold these elements of Authority's brand while developing, operating and maintaining the Concessionaire Managed Locations at the Airport.

6.10.2. Concessionaire is also required to participate in all loyalty and promotions to be undertaken by Authority in support of its brand including Airport wide promotions and any other incentive scheme as may be initiated by Authority from time to time. Concessionaire agrees to co-operate with Authority in relation to Authority's brand.

6.11. Exit Clause

6.11.1. In the event of Concessionaire causing unsatisfactory performance and failing to make amends even after issuance of Notice of Termination during the Minimum Lock In Period as defined herein, the Authority will be entitled to terminate the Concession Agreement after issuing Notice of Termination. However otherwise after the expiry of the Minimum Lock In Period both the parties can opt for this route after serving a Notice of Termination on each other.

6.12. Penal Interest on Delayed Payments

6.12.1. The Authority shall raise invoice(s) in accordance with the terms and conditions of the draft Concession Agreement by 10th of the succeeding month to which billing pertains. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th day of the same month (i.e. the succeeding month to which billing pertains) and Utility Charges within 14 days of respective invoice date, failing which interest at the rate of 9% per annum shall be charged from the due date for delayed period up to 30 days. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1 of the draft Concession Agreement.

For example: For the month of October'2022, The Authority shall raise invoice(s) in accordance with the terms and conditions of the draft Concession Agreement by 10th of November'2022. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Monthly Concession

Fee, Space Rent, CAM Charges by the 25th day of November'2022 (i.e. the succeeding month to which billing pertains).

- 6.12.2. With the termination of the Concession Agreement, the Concessionaire will be debarred for a minimum period of 3 years from participating in any tenders floated for AAI airports.
- 6.12.3. Irrespective of receipt of invoices from the Authority the Concessionaire is bound to remit the QMG by the 25th day of the Month as per the draft Concession Agreement.

6.13. Gestation Period

- 6.13.1. “**Gestation Period**” for each location shall mean a period commencing on the Access Date in respect of each location as part of Concessioned Premises and expiring on the 61st day from Access Date of such location or commencement of business on that location whichever is earlier, unless extended by the Authority.
- 6.13.2. The Gestation Period of sixty (60) days is a Concession Fee Holiday Period. However, it is expected that the Concessionaire within this period completely installs outlets as per approved Concessionaire Managed Locations Layout Plan.
- 6.13.3. The Concessionaire however would be permitted sample marketing during this Gestation Period and would be liable to pay the proportionate Concession Fee for the actual Concessioned Premises area put to use without having any effect on the Concession Fee Commencement Date.
- 6.13.4. The Concessionaire however would not be entitled any Resurrection Period if the relocation of an Original Location to an Alternate Location has been permitted by the Authority upon the written request made by the Concessionaire.

6.14. Dispute Resolution

- 6.14.1. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable) (the “Dispute”) 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 dispute resolution 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.
- 6.14.2. Before making a reference to Dispute Resolution Committee, the Concessionaire will 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/NEFT) with the Authority and the consent shall be given by the Concessionaire for acceptance of the recommendations of the Dispute Resolution Committee.
- 6.14.3. The case shall be referred to the sole arbitrator by the Chairman/Member/ RED of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed

amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making such reference, and further extendable)/ DD/PO/ RTGS/ NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

6.14.4. During the arbitral and Dispute resolution proceedings, the Concessionaire shall continue to pay the full amount of fee/dues regularly as per the Agreement and perform all covenants of the Agreement.

6.14.5. The Concessionaire would have deemed to have met the pre-requisites for appointment of an arbitrator if the position of its Outstanding Dues in respect of undisputed dues was well within the provisions in Clause 2.1.1(d) of this RFP.

6.15. Additional Location(s)

6.15.1. The concessionaire can seek and, at the discretion of the Authority, may be provided additional space/premises (“**Additional Concessioned Premises**”) subject to operational feasibility on payment of additional applicable Security Deposit and additional applicable QMG and QAG, as per Clause 2.6 of the draft Concession Agreement. The provision of such Additional Concessioned Premises would however cease on or before the Concession Term expiry date.

6.16. Change within Passenger Terminal Building/Passenger Circulation Areas within the building

6.16.1. In such an event, it would be incumbent upon Authority to provide all necessary details and drawings and inform the Concessionaire in advance of the commissioning date of the new facilities so that the Concessionaire can redraw the Concessionaire Managed Locations Layout Plan and seek approval of the Authority for implementing the same at the new facilities on their commissioning.

6.16.2. In case the change in terminal building facilities results in suspension of business for more than thirty (30) days, the Concession Term shall be extended by the suspended period and the date of annual escalation of Concession Fee shall be reset accordingly.

6.16.3. In case of a new terminal coming up at the Airport, the decisions pertaining to the planning of the commercial business including retail shall be at the sole discretion of the Authority.

6.16.4. During the period of this Agreement, the Authority may undertake some modifications at the Airport that may affect the Concessionaire’s business without changing the location of the Concessionaire Managed Locations. In such an event, the Concessionaire shall not be entitled to any relief or compensation from the Authority whatsoever.

6.17. Penalty

6.17.1. If the Concessionaire fails to comply with its O&M obligations or commits any infraction thereof or fails to perform its function in accordance with this Agreement the Authority shall, in addition to any other available remedy, be entitled to levy and the Concessionaire shall be liable to pay, liquidated damages, as specified in Schedule G of the draft Concession Agreement, in respect of such infractions.

6.18. Set-Off Clause

5.18.1 In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior

notice of 7 (seven) days to the licensee, by set-off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

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

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

7. CHAPTER-6 - FRAUD AND CORRUPT PRACTICES

7.1. Fraud and corrupt practices

7.1.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

7.1.2. Without prejudice to the rights of the Authority under Clause 6.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

7.1.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the draft Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) **“Undesirable practice”** means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or having a Conflict of Interest;

(e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7.1.4. The Concessionaire shall execute an Integrity Pact with the Authority. The Authority shall appoint an Independent External Monitor (IEM) to review independently and objectively, whether and to what extent the Authority and Concessionaire have complied with their obligations under the Integrity Pact and draft Concession Agreement.

8. CHAPTER -7 – Electronic Point of Sale (EPOS)

- 8.1.1. The Concessionaire shall, at its own cost, install, operate and maintain a computerised, tamperproof electronic point-of-sale (EPOS) billing and inventory system which shall capture real-time online billing and other information for all transactions/ sales at Concessioned Premises. The Concessionaire shall ensure that the EPOS system is fully operational at each location over the entire Concession Term. The Concessionaire shall ensure that the EPOS system installed is capable of meeting the requirements as specified in Schedule K of draft Concession Agreement.
- 8.1.2. The Concessionaire shall abide by such rules and regulations as may be determined by the Authority from time to time regarding the interface of Authority's host system and the Concessionaire's EPOS terminals.
- 8.1.3. The Concessionaire shall permit the Authority's authorized officers to inspect the EPOS terminals at the Concessionaire Managed Locations at any time.
- 8.1.4. Manual billing shall be strictly prohibited and close monitoring will be done by the Authority. The Authority may also engage a third party vendor to carry out process audits and/or mystery audits at the Concessionaire Managed Locations.
- 8.1.5. POS software used by the Concessionaire should meet industry standards with provision to capture data from boarding passes & passports for all Concessions operating in SHA. Accounting software are not permitted for billing.
- 8.1.6. The Concessionaire will inform if a web-based POS is used or data is transmitted centrally from their head office systems and agree on the architecture for data capture accordingly.
- 8.1.7. Inform AAI Commercial and vendor team immediately if and resolve the issue within one day (24 hours) of its occurrence, else penalty will be levied upon:
 - (a) There is a Network Breakdown
 - (b) POS Software Problems
 - (c) POS Software update
 - (d) POS Hardware Problems
 - (e) Change of POS Hardware or Software.
- 8.1.8. The Concessionaire should report the following details in real time daily:
 - (a) Daily Sales Transactions by Concessionaire
 - (b) Category wise Sales by Concessionaire and by outlet
- 8.1.9. The below minimum reporting requirements should be capable of being run using and not limited to the following parameters:
 - (a) Product / category/brand/supplier
 - (b) Outlet / POS Machine ID
 - (c) Date / period Boundaries and Ranges (Hour, day, PTD, MTD, YTD and yearly)
 - (d) Time of Sale / Ranges
- 8.1.10. The solution shall have the capability of exporting reports to other formats that shall include but not be limited to Excel, PDF, CSV and HTML.
- 8.1.11. The Authority may appoint a third party engineer to audit the Licensee's EPOS terminals,

from time to time. The Concessionaire shall keep the audit rolls of its EPOS terminals and upon request by the Authority submit to the Authority such audit rolls.

- 8.1.12. The Concessionaire shall obtain the approval of the Authority for any relocation of the EPOS terminals and to bear the cost of such relocation.
- 8.1.13. The Concessionaire shall ensure that EPOS terminals as used by the Concessionaire shall fulfil the Authority's passenger data requirements and such further requirements as may be ascertained by the Authority from time to time. The cost of EPOS would be borne by the Concessionaire/ the proposed vendor (licensee) needs to provide the hardware and network architecture of the proposed solution.
- 8.1.14. The Concessionaire shall allow all sales data and information at each of the EPOS terminals to be transmitted to the Authority's host system in a hard copy on daily basis for audit purpose.
- 8.1.15. The Authority shall appoint a third party engineer to Audit the infrastructure and audit the rolls of the Concessionaire's EPOS terminals from time to time. The Authority shall have the right to take action on those Concessionaires doing direct billing without entering the data into the EPOS system (issuing manual receipt without a genuine cause).
- 8.1.16. The Authority shall ensure that the EPOS software that has been supplied has the capability of addressing the following business scenario.
 - (a) Single POS
 - (b) Master Slave System (One machine would act as a master machine for conciliating the data of the sale).
 - (c) Client Server based system.
- 8.1.17. The Concessionaire shall not share the data available within the EPOS with any third party except as required under any applicable laws.
- 8.1.18. In case of any dispute on the uptime of the machines the data from the manageability solution by the Authority shall be relied upon.
- 8.1.19. The Concessionaire shall submit a monthly MIS to the Authority for any return of goods. The Concessionaire agrees that it shall not be allowed to receive any goods, any manual upload of stocks or goods returned or any manual entry of stocks depletion during the time any technical /power/ manual failure/ planned downtime is subsisting.
- 8.1.20. The Concessionaire further agrees that cost of all the consumables such as the cost of UPS batteries printer heads, supplies, stationery and consumables shall be borne by the Concessionaire.
- 8.1.21. The Authority reserves the right to install its own EPOS during the Concession Term.
- 8.1.22. Automatic Sales Reporting

The Concessionaire agrees to provide the Authority an automated sales capture along with SKU from recommended STANDARD POS software by integration methods specified by the Authority that allows near real time capture of required data. Sales report will be generated automatically by the method of capture which will be integration and print.
- 8.1.23. In order to facilitate this mechanism, the Concessionaire undertakes to:
 - A. Install at its own cost Point of sale system compatible to such specified Integration

methods.

- B. Provide on demand all details of the software, its supplier, software solution POS and POS back end package being used by the Concessionaire to the Authority.
 - C. Give its irrevocable consent to the Authority to appoint an EPOS consultant or a software consultant to implement the process of tracking accurate sales data through a free and uninterrupted real time connectivity from the Concessionaire's POS to the licensor's servers. Also, the cost of integration of Concessionaire's EPOS (recurring and / or non-recurring cost) with the Authority's server shall be borne by the Concessionaire only.
 - D. Render complete support and full cooperation to the Authority and its EPOS consultant or the software consultant.
 - E. To obtain all required approvals from its software supplier and implement this process.
 - F. Allowing the Authority to install through its appointed EPOS consultant, an integration service with the Concessionaire's POS software, such that the POS is capable of allowing data capture automatically to the Authority.
 - G. In case the standard POS system does not exist with the Concessionaire or POS system not competent to adhere the data capture mandate by the Authority, the Concessionaire shall accept the use of POS provided by the EPOS consultant at a subsidized price and continue the use of this POS during its tenure. Billing to be processed only through the provided POS system.
 - H. The number of POS systems available at the stores to be declared to the commercial department of the Authority or to the appointed EPOS consultant and ensure its integration with the EPOS data capture process. Undeclared POS used will result in breach of agreement and its consequences.
 - I. Concessionaire to promptly declare POS system/systems used at the store to the Authority.
 - J. No manual billing practiced at the stores, under circumstances of breakdown or unavoidable outage the Concessionaire to seek immediate approval from Authority for such temporary manual billing option with assurance to pass the manual data in the POS software immediately on resolution of breakdown.
 - K. Use of accounting software as a replacement for POS billing by the licensee is strictly not allowed.
- 8.1.24. Other details in respect of EPOS compliance requirements is placed in Schedule K of the draft Concession Agreement.

9. CHAPTER-8 - MISCELLANEOUS

9.1. Miscellaneous

- 9.1.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Airport of Concession shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 9.1.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Shortlist or not to shortlist any Bidder and / or to consult with any Bidder in order to receive clarification or further information;
 - (d) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) Independently verify, disqualify, reject and/ or accept any / all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX-I – BID DOCUMENTS

TECHNICAL FORM-1

Undertaking by the Bidder

(To be submitted by the Bidder/Lead Member (in case of Consortium) on its Letter Head)

Dated: _____

To,
The Airport Director,
Airports Authority of India,
[LBSI Airport](#).

Subject: Bid for grant of Concession to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at [LBSI Airport](#).

Dear Sir,

With reference to your RFP document dated _____¹, I/we, having examined the RFP & Bidding Documents and after understanding its contents, hereby submit my/our Bid for participation for the aforesaid Concession. The Bid is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid Concession, and we certify that all information provided in the Bid and in Annexures are true and correct and nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Selected Bidder and selection as Concessionaire for the development, operation and maintenance of the aforesaid Concession.
3. I/We shall make available to the Authority any additional information/clarification it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we/ any of the Consortium Members² or our/ their Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;

¹All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

²If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.1.3 of the RFP document, in respect of any tender or request for proposal validity issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 6 of the RFP 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;
- e) The undertakings given by us along with the Bid in response to the RFP for the Concession are true and correct as on the date of making the Bid and I/we shall continue to abide by them;
- f) I/ We hereby undertake to produce binding MOUs / agreements signed with Brand owners, within 30 days of issue of LOIA, as per the table below:

Airport category	Minimum number of Brands
Category-A (4 to 12 million passengers per annum)	At least 3 Branded Outlets
Category-B and below (Less than 4 Million passengers per annum)	At least 2 Branded Outlets

In case the Airport moves to a higher category, such as from category B to category A as per AAI's classification, I/we shall comply with the requirement applicable to the higher category;

Brands not falling within the indicative list provided under Appendix-V, may also be considered and permitted by Authority at post award stage at its sole discretion, to which bidder / concessionaire must obtain approval / permission of Authority in writing within business incubation period.

- g) I/ We hereby agree to pay damages at the rate of INR 5,000 per day of delay in case of failure to produce MoUs / agreements with Brand owners within 30 days of issue of LOIA as per Clause 6. f) above; and
 - h) I/ We hereby agree that in case of failure to produce binding MOUs / agreements within the Business Incubation Period, the LOIA shall automatically stand cancelled without any further reference. I/ We agree and undertake that I/ We shall not make any claim to the Authority in this regard. The Authority shall be free to debar me/ us as per the terms and conditions of the RFP.
7. I/We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive to qualify the Bidders to Bid for the Concession, without incurring any liability to the Bidders.
 8. I/We believe that I/our Consortium satisfy / meet all the requirements as specified in the RFP document and are / is qualified to submit a Bid.
 9. I/We declare that we/ any Member of the Consortium, or our/ its Affiliates are not a Member of a/ any other Consortium applying for Concession.
 10. I/We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Concession or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/We further certify that none of the directors of the Bidder (in the case of a Consortium, Lead Member and all Members) and/or its Affiliates is a director of an entity having Outstanding Dues, as defined in Clause 2.1.1(d) of RFP.
13. I/We further certify that we/ any Member of the Consortium, or our/ its Affiliates do not have any Outstanding Dues as applicable to this RFP.
14. The Integrity Pact as per format provided in RFP document, and duly signed, is enclosed.
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.
16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the, selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Concession and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied the RFP carefully and also surveyed the site at the Airport. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
19. I/We agree and understand that the Bid is subject to the provisions of the RFP. In no case, I/we shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement until the expiry of the Concession Term in accordance with the Concession Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of this RFP document.

Yours faithfully,

[Signature]

Name and Designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member (in case of Consortium)

Dated: _____

Place: _____

TECHNICAL FORM-2

Details of the Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date 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 Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.2(d) (Technical Form-15 of Appendix-I) should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role {Refer Clause 2.1.2}	Percentage of equity in the proposed SPV {Refer Clause 2.1.2}
1.			
2.			
3.			

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Affiliates disclosing material non-performance or contractual non-compliance in past contracts / licenses, contractual disputes and litigation/ arbitration in the recent past is given below (attach extra sheets, if necessary):
7. Staff strength of Bidder
 - (a) Organizational Structure of the Company:
 - (b) Number and grade of staff with breakdown into sales assistants, supervisors, cashiers, managers and etc. for the proposed Concessioned Premises at Airport.
No. of Staff Designation/grade
No. of staff per shift
8. Management Capability of Bidder
 - (a) Information (including individual resume on the working experience, qualifications and achievements) on the Company's management team/Operation team (Operations/Outlet Manager for the Concessioned Premises, etc).
 - (b) Information on how the Bidder will maximize sales for the Concessioned Premises at Airport

Date:

(Signature, Name and Designation of the Authorized Signatory)

Place:

Name and seal of the Bidder/ Lead Member (in case of Consortium)

TECHNICAL FORM-3
Technical Capacity of the Bidder
(Refer to Clause 2.1.4 of the RFP)

Bidder type \$	Name of Member	Address of Incorporation	Details of Incorporation and Incorporating Authority	Correspondence Address
(1)	(2)	(3)	(4)	(5)
Single entity Bidder / Lead Member				
Consortium Member 2				
Consortium Member 3				

\$A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members.

Instructions:

- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for the preceding financial year and for the years for which experience under Clause 2.1.4 of RFP has been claimed. They will also attach certificate from statutory auditor wherever required in support of the technical and financial eligible criteria. The financial statements shall:
 - reflect the financial situation of the Bidder or Consortium Member;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited.
- The Bidder shall provide certified copies of the Certificate of Incorporation.
- In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.2(d) (Technical Form-15 of Appendix-I) of the RFP document.
- Bidder shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019]

Date:

(Signature, Name and Designation of the Authorized Signatory)

Place:

Name and seal of the Bidder/ Lead Member (in case of Consortium)

TECHNICAL FORM-4

Technical Capacity and Financial Capacity of the Bidder

(Refer to Clauses 2.1 of the RFP)

Name of Single Bidder / Lead Member:

Name of qualifying subsidiaries (if applicable):

Item	Refer Instructions	Particulars
(1)	(2)	(3)
Name of the location and full particulars of the retail outlets	1	
Entity operating the retail business at the location	2	
Date of start of commercial operations of retail business at the location	3	
Total Revenues generated from the operations of retail business at the location	3	
Name of Brands	4	

Instructions:

1. Bidders are expected to provide information in respect of retail business at each location in this form. Separate sheet should be filled for each outlet/ location of operations. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the instructions below.
2. Format for certificate from Statutory Auditor / Company Secretary regarding Affiliate:

Certificate from Statutory Auditor / Company Secretary regarding Affiliate

Based on the authenticated record of the Company, this is to certify that _____ of the subscribed and paid up voting equity of (name of the Bidder/ Lead Member/ Affiliate) is held, directly or indirectly, by (name of Affiliate/ Bidder/ Lead Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Affiliate as per Clause 2.1.1 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Lead Member and the Affiliate. In the event the Affiliate is under common control with the Bidder/ Lead Member, the relationship may be suitably described and similarly certified herein }

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, Name and Designation of the authorized signatory).

3. Format for certificate from the Bidders' Statutory Auditor must be furnished broadly as per RFP-Retail, LBSI Airport, Varanasi

the format below in respect of Turnover from retail business for each entity/airport operations:

<p align="center">Certificate from Statutory Auditor regarding Eligibility Experience</p> <p>Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Lead Member/Affiliate) is an equity shareholder in..... (title of the company) and holds Rs. cr. (Rupees crore) of equity (which constitutes ___% of the total paid up and subscribed equity capital) of (title of the company) as on (date). We further certify that (title of the company) has been in the business of operating retail outlets since the dates mentioned against the respective locations as per location-wise details below:</p> <p>Name of location Since.....</p> <p>We also certify that the revenue of (title of the company) from the business of operating retail outlets as per requirement of clause 2.1.5 of RFP during the year ----- and the year ----- was Rs. cr (Rupee..... and Rs. cr (Rupee.....) respectively , as per location- wise details noted below:</p> <p>.....</p> <p>.....</p> <p>Name of the Audit Firm:</p> <p>Seal of the Audit Firm: (Signature, Name and Designation of Date: the authorized signatory).</p>

4. Undertaking of Technical Capacity:

<p><u>UNDERTAKING</u></p> <p>(To be submitted by the Bidder on Letter Head, duly stamped and signed by authorized signatory and Lead Member in case of Consortium)</p>		
<p>To,</p> <p>The Executive Director (Commercial)</p> <p>Airports Authority of India,</p> <p>Rajiv Gandhi Bhawan, New Delhi-37</p> <p>Sir,</p> <ol style="list-style-type: none"> I S/o representing M/s (name of Bidder/Consortium) hereby submit my/our undertaking with reference to Technical Capacity as per clause 2.1.4 of the RFP. I/We hereby declare that I/we have read the entire terms and conditions of Technical Capacity given in clause 2.1.4 of the RFP for retail concession at airport. I/We hereby undertake to produce binding MOUs / agreements signed with Brand owners, within 30 days of issues of LOIA, as per the table below: <table border="1"> <tr> <td>Airport category</td> <td>Minimum number of Brands</td> </tr> </table>	Airport category	Minimum number of Brands
Airport category	Minimum number of Brands	

Category-A (4 to 12 million passengers per annum)	At least 3 Branded Outlets
Category-B and below (Less than 4 Million passengers per annum)	At least 2 Branded Outlets

In case the Airport moves to a higher category, such as from category B to category A as per AAI's classification, I/we shall comply with the requirement applicable to the higher category;

Brands not falling within the indicative list provided under Appendix-V, may also be considered and permitted by Authority at post award stage at its sole discretion, to which bidder / concessionaire must obtain approval / permission of Authority in writing within business incubation period.

4. I/ We hereby agree to pay damages at the rate of INR 5,000 per day of delay in case of failure to produce MoUs / agreements with Brand owners within 30 days of issue of LOIA as per Clause 3 above; and

5. I/ We hereby agree that in case of failure to produce binding MOUs / agreements within the Business Incubation Period, the LOIA shall automatically stand cancelled without any further reference. I/ We agree and undertake that I/ We shall not make any claim to the Authority in this regard. The Authority shall be free to debar me/ us as per the terms and conditions of the RFP.

Yours faithfully,

(Stamp and Signature of the Bidder)

Name:

Address:

.....

Date:

Place:

Date:

(Signature, Name and Designation of the Authorized Signatory)

Place:

Name and seal of the Bidder/ Lead Member (in case of Consortium)

NOTE : Bidder shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].

TECHNICAL FORM-5
Details of Brands of Retail Items Proposed

Name of Brand:

Item	Refer Instructions	Particulars
(1)	(2)	(3)
Name of the retail Brand	1	
Details of the legal owner of the Brand	2	
Country of Origin	2	
Details of registration as a trademark / trade name	2	
Details of the Franchisee / License Holder of the Brand, if any	2	
Details of the MoU between Bidder and Legal Owner / Franchisee / License Holder of the Brand	3	
Details of locations of presence	3	1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

Instructions:

1. Bidders are expected to provide information in respect of the retail Brands, proposed for the Concession, as above. A separate sheet should be filled for each Brand.
2. Documentary evidence in support of the information regarding ownership, registration as trademark, etc. should be furnished for each Brand.
3. Documentary evidence in support should be furnished. The MOU shall be to the effect that if such Bidder is selected for the grant of Concession, the parties to the MOU shall enter in to a binding franchise agreement for operating the said branded outlet(s) at the Airport, which shall be co-terminus with the Concession Term.

Date:

(Signature, Name and Designation of the Authorized Signatory)

Place:

Name and seal of the Bidder/ Lead Member (in case of Consortium)

TECHNICAL FORM-6
PROPOSAL ON OPERATIONS AND MAINTENANCE PRACTICES

(I) Range of Proposed retail Brands

1. Proposed range of retail products and services
2. Proposed range of retail products and services which are locally popular in the geographical region in which Airport is situated
3. Proposed Brands of retail products and services as per clause 2.1.4
4. Information on how the proposed range of retail products and services at each Concessioned Premises will be sufficient to meet the demand of the Airport Users.

(II) Mode of Operation

1. Information on the mode of operation for Concessioned Premises at Airport. To propose new and innovative retail concepts that would be incorporated in the Concessionaire Managed Locations to enhance and differentiate the dining experience at _____ Airport. To clearly indicate the concepts that are unique to the Airport. In addition, to explain how an efficient and well planned mode of operation would be achieved with the Bidder's proposed mode of operation.
2. Inventory replenishment and warehousing strategy:

3. Background information of the Proposed Brand(s), with the written approval/ MoU that the Bidder has with the owner/franchisor of the Brand(s) for running each of the Concessioned Premises at the Airport during the entire Concession term

Date:

(Signature, Name and Designation of the Authorized Signatory)

Place:

Name and seal of the Bidder/ Lead Member (in case of Consortium)

TECHNICAL FORM-7
PROPOSAL ON CAPITAL EXPENDITURE PLAN

Phase	Proposed Capital Expenditure (in Rupees per square metre)
Phase 1 (from Access Date[s] of respective locations till the 4th anniversary of such Access Date[s])	Shall be no less than [Rs.25,000] per square metre _____
Phase 2 (from the 4th anniversary of Access Date[s] of respective locations till the end of Concession Term)	Shall be no less than [Rs.15,000] per square metre _____

We undertake to comply with the proposed Capital Expenditure Plan in operating Concession for design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets, should we be awarded the Concession.

Authorized Signatory of the Bidder

Name: [•]

Designation: [•]

Instructions:

1. Along with the proposed capital expenditure, the Bidder shall furnish to Authority as part of its Bid, a list of equipment planned for the site including but not restricted to forklifts, trolleys etc, for the movement of equipment/goods within the airport in accordance with such movement of equipment/goods strategy as may be directed by Authority. The Bidder shall be responsible for procurement, operations and maintenance of the equipment. Any vehicle used within the terminal must be battery operated only.
2. The capital expenditure that the Bidder may propose shall not be less than Rs.25,000 (Rupees Twenty Five Thousand only) per square metre during Phase-I in respect of the Concessionaire Managed Locations comprised in the Concession.
3. The capital expenditure investment in Phase 2 should not be less than Rs.15,000 (Rupees Fifteen Thousand only) per square metre. Bidder to provide a detailed breakdown of capital expenditure on separate sheet to show how total cost is derived.
4. The Concessionaire may be required to show proof of expenditure and be subjected to audit, whose expenditure has to be borne by the Concessionaire.

TECHNICAL FORM-8
PROPOSAL ON PRICING POLICY

(I) Selling Prices

- 1A. Policy on pricing of proposed Retail Items as well as proposed detailed selling prices for individual items compared to current prices at any of the Selected Bidder's off-Airport outlets and other comparable off-Airport established branded retail outlets.

- 1B. Policy on pricing of proposed Retail Items compared to current prices at any of the Bidder's off-Airport outlet(s) (if applicable)

2. Cash discounts to be offered to the passengers at the Airport on the Comparable Off-Airport outlet(s) price (if any)

We hereby certify and declare that the information given above is true and correct and binding on us if we are chosen as the Selected Bidder.

We undertake to comply with the pricing policy as stipulated in the Agreement granting Concession for design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets, should we be awarded the Concession. We further undertake that the selling Prices of all Retail Items being sold at the Concessioned Premises shall not exceed the maximum retail prices, wherever applicable, indicated on the manufacturers' packaging.

We undertake to prominently display the selling prices of all Retail Items being sold at the Concessioned Premises at the Airport.

Authorized Signatory of the Bidder

Name: [•]

Designation: [•]

TECHNICAL FORM-9
PROPOSAL ON CUSTOMER SERVICE

(Please provide the following information)

1. Bidder's Customer Service policy (including policy on general qualifications / abilities of staff to be recruited), proposed staff strength (including ratio of full-time to part-time staff) and proposal on maintaining customer satisfaction.
2. Proposal on staff training program covering service quality including outline of training program, duration and frequency of training and re-training.

We hereby certify and declare that the information given above are true and correct and binding on us if we are chosen as the Selected Bidder.

We also confirm that:

- (a) We will maintain a "Complaint/Suggestion Register" for the benefit of Airport Users, which shall be made available to the Authority for review, as and when demanded;
- (b) We will prominently display the selling prices of all Retail Items being sold at the respective Concessioned Premises;
- (c) We undertake that the selling Prices of all Retail Items being sold at the Concessioned Premises shall not exceed the maximum retail prices, wherever applicable, indicated on the Manufacturers' Packaging.
- (d) We will submit a monthly report, on or before the seventh day of each month, on the number of complaints/suggested received in the previous month and the follow-up action taken; and
- (e) We will participate in any Quality Service incentive scheme/ programs and campaigns conducted by Authority.

Authorized Signatory of the Bidder

Name : [•]

Designation : [•]

TECHNICAL FORM-10

DETAILS OF COMMERCIAL LICENSES HELD/ OPERATED (CURRENT AND PAST) AT AIRPORT UNITS UNDER MANAGEMENT OF AUTHORITY

The Bidder (including all Consortium members) shall submit the details of commercial Licenses held/operated (current and past) from the date of publication of RFP in respect of all Airport Units and Offices under management of Authority along with details of undisputed/disputed/stayed by Arbitral Tribunals or Judicial Courts, Outstanding Dues and Security Deposits held up to the relevant period in the following Performa.

Figures in Indian Rupees											
Sr. No.	Detailsof Contract	Status of Contract	Commencement Date	Expiry Date	Pre closure if any along with reason	Status of Outstanding Dues as up to _____					
						Undisputed	Disputed Under Arbitration	Stayed by a Judicial Court or Arbitral Tribunal	Total	Contractual Security Deposit	Additional Security Deposit against Disputed Dues
01	02	03	04	05	06	07	08	09	10	11	12
1											
2											
3											
4											
5											

Note: The Bidder (including all Consortium members) shall submit an outstanding dues certificate from the Authority (as per Technical Form-11 of Appendix-I) in respect of the figures being indicated at Column 07 to Column 12. Separate sheet are to be furnished by each member of the consortium.

Signature of Authorised Signatory
Name, Designation, Seal/Stamp of Bidder, Date & Place

TECHNICAL FORM-11
OUTSTANDING DUES CERTIFICATE

(A separate certificate is required to be obtained and submitted along with RFP for all the contracts,
Airport Units, Offices as mentioned in Technical Form-10 of Appendix-I)

File No. : _____

Date of Issuance of Certificate : _____

Name of Contract : _____

Agreement date : _____

Commencement date : _____

Expiry date : _____

Period up to which
“Outstanding Due Certificate” : _____
issued

Issued to (Name of party) : _____

Sr. No.	Nature of Dues	Amount of Dues in Indian Rupees	Amount of Security Deposit Available with AAI/ Reference to Orders of Judicial Court/ Arbitral Tribunal	Validity of the Security Deposit/ Validity of the Orders of Judicial Court/ Arbitral Tribunal
01	*** Undisputed License Fee Dues			
02	*** Undisputed Other Dues			
03	Disputed Dues referred to Conciliation/Arbitration			
04	Dues Stayed/Withheld from Realization by order of a Judicial Court/Arbitral Tribunal			
	Total:			

*** The composite amount shown if not “NIL” on the date of issue for and up to the relevant period must be bifurcated and clearly defined so as to indicate the month up to which the undisputed concession fee / licensee fee and other dues have been cleared by the Bidder.

The above certificate is issued in line with the joint reconciliation statement dated _____ between the parties subject to errors and omissions in the due course of business.

(Authorized Signatory of AAI)

Name and Designation: _____

TECHNICAL FORM-12
STATEMENT OF LEGAL CAPACITY

(To be furnished by the Bidder /Each Member of Consortium)

Reference _____

Date _____

To,

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that(insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, Name and Designation of the Authorised Signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

TECHNICAL FORM-13

POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on non-judicial Stamp paper of Rs 100/- 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 authorise Mr/ Ms (name), _____ son/ daughter/ wife of _____ 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 Bid for award of Concession to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at _____ Airports in India (the "Concession") proposed by Airports Authority of India (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby 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.

(Notarized)

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 executant(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 have to be legalized by the Indian Embassy and notarized 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 Appostille certificate.

Technical Form-14

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarised)

Whereas Airports Authority of India (the “Authority”) has invited Bids from interested parties for Award of Concession to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at _____ Airport.

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Concession in accordance with the terms and conditions of the Request for Proposal document (RFP) and other Bidding Documents in respect of the Concession, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Concession and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s _____ having our registered office at _____, and M/s _____ having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Concession and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its Bid for the Concession, including but not limited to signing and submission of all Technical Bids, Financial Bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Concession and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF2....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

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.
- Also, 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Technical Form-15
JOINT BIDDING AGREEMENT

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarized)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- (A) THE AIRPORTS AUTHORITY OF INDIA, established under the Airports Authority of India Act, 1994, represented by its Chairman and having its principal offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its Request for Bid No. _____ dated _____ (the “RFP”) for Bids for Award of Concession to design, fit-out, finance, develop, market, operate, maintain and manage retail outlets at the mentioned _____ airport in India (the “Concession”)
- (B) The Parties are interested in jointly bidding for the Concession as Members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Concession, and
- (C) It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Concession.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Concession, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Concession, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Concession.

4. Role of the Parties

The Bidder / all the Members in the case of consortium undertake to perform all the roles and responsibilities required to be fulfilled for the concession. The role and responsibility of the other members of the consortium to be clearly specified.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Concession and in accordance with the terms of the RFP and the Concession Agreement, until the Commercial operations of the Concession is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the Concessionaire

6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that more than fifty per cent (50%) of the subscribed and paid up equity share capital of the SPV shall, at all times till the expiry of the term of Concession, be held by the Lead Member.

6.3 The Parties undertake that, subject to the provisions of Clause 6.2 above, they shall collectively hold one hundred percent (100%) of the subscribed and paid up equity share capital of the SPV at all times until the third anniversary of the Concession Fee Commencement Date of the Concession. The Authority shall have the right to ask any of the Consortium members, excluding the Lead Member, to exit by selling its shareholding to the Lead Member at par value.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the Memorandum and Articles of Association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of the Concession Term is achieved under and in accordance with the Concession Agreement, in case the Concession is awarded to the Consortium. However, in case the Consortium is either not qualified for the Concession or does not get selected for award of the Concession, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

and on behalf of

LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED For

SECOND PART

(Signature)

(Designation)

(Address)

(Signature) (Name)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED For

and on behalf of

THIRD PART

(Signature) (Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Technical Form-16

FORMAT OF SELF-DECLARATION / SELF-CERTIFICATION

(To be submitted by the Bidder/Lead Member (in case of Consortium) on its Letter Head)

Dated: _____

To,
The Airport Director,
Airports Authority of India,
[LBSI Airport.](#)

Subject: Bid for grant of Concession to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at [LBSI Airport](#).

Dear Sir,

With reference to your RFP document dated _____, I,
S/o....., Authorized Signatory for M/s do hereby
solemnly affirm and declare as under:

2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Concession, and we certify that all information provided in the Bid and in Annexure is true and correct; and nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 6 of the RFP 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.
 - (e) That the undertakings given by us along with the Bid in response to the RFP for the Concession are true and correct as on the date of making the Bid and I/we shall continue to abide by them.

6. I/ We declare that we/ any Member of the Consortium, or our/ its Affiliates are not a Member of a/ any other Consortium applying for qualification.
7. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Concession or which relates to a grave offence that outrages the moral sense of the community.
8. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
9. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ its Affiliates or against our CEO or any of our directors/ managers/ employees.
10. I/ We further certify that we/ any Member of the Consortium, or our/ its Affiliates do not have any outstanding dues as applicable to this RFP.
11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
12. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bid Process itself, in respect of the above mentioned Concession and the terms and implementation thereof.
13. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I/ We have studied the RFP carefully and also surveyed the site at the Airport. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
15. I/ We agree and understand that the Bid is subject to the provisions of the RFP. In no case, I/we shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.
16. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
17. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the expiry of the Concession Term and in accordance with the Concession Agreement.

Yours faithfully,

[Signature]

Name and Designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member (in case of Consortium)

Dated: _____

Place: _____

Technical Form-17

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

Shri. J.K. Khanna, IPS (Retd), A-102, Sector – 55, Noida – 201307 (U.P)

Email: jkkhannaips@yahoo.com and Shri Ramabhadram Ramanujam IAS (ret'd) Email: ramanujam@gmail.com has been appointed as Independent External Monitors (IEMs) for this pact.

FORMAT OF INTEGRITY PACT

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

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

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

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

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

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

NOW, therefore,

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

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

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other

corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

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

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.

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

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

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

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

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

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

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

3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the

officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores.(Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

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

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

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

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

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

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

8. Independent External Monitor(s),

- 8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project

documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associate(s). The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associate(s) with confidentiality.

- 8.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.
- 8.10 A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

9. Facilitation of Investigation.

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

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

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

- 12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

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

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

Technical Form-18
CHECKLIST OF SUBMISSIONS

The Bidders are advised to arrange the submissions/documents in the following order. Each page of Bid is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder/Lead Member of the Consortium.

Sl. No.	Document format	Document name	To be furnished by	To be notarized (Yes/No)	Included (Yes/No)
1.	Technical Form-1	Undertaking by the Bidder	Bidder/Lead Member	No	
2.	Technical Form-2	Details of Bidder	Bidder/Lead Member	No	
3.	Technical Form-3	Technical Capacity of Bidder	Bidder/Lead Member	No	
4.	Technical Form-4	Technical Capacity and Financial Capacity of Bidder	Bidder/ Separately by all Members of Consortium	No	
5.	Technical Form-5	Details of Brands of Retail Items Proposed	Bidder/ Separately by all Members of Consortium	No	
6.	Technical Form-6	Proposal on Operations & Management Practices	Bidder/Lead Member	No	
7.	Technical Form-7	Proposal on Capital Expenditure Plan	Bidder/Lead Member	No	
8.	Technical Form-8	Proposal on Pricing Policy	Bidder/Lead Member	No	
9.	Technical Form-9	Proposal on Customer Service	Bidder/Lead Member	No	
10.	Technical Form-10	Details of Commercial Licenses	Bidder/ Separately by all Members of Consortium	No	
11.	Technical Form-11	Outstanding Dues Certificate	Bidder/ Separately by all Members of Consortium	No	
12.	Technical Form-12	Statement of Legal Capacity	Bidder/ Separately by all Members of Consortium	Yes	
13.	Technical Form-13	Power of Attorney for signing of Bid	Bidder/ Separately by all Members of Consortium	Yes	
14.	Technical Form-14	Power of Attorney for Lead Member (for Consortium)	Jointly by all Members of Consortium	Yes	
15.	Technical Form-15	Joint Bidding Agreement (for Consortium)	Jointly by all Members of Consortium	Yes	

16.	Technical Form-16	Self-Declaration / Self-Certification	Bidder/Lead Member	No	
17.	Technical Form-17	Integrity Pact	Bidder/ Separately by all Members of Consortium	Yes	
18.	-	Documents of Incorporation	Bidder/All members of Consortium	Yes	
19.	-	Copy of PAN (In case of consortium for all members)	Bidder/All members of Consortium	No	
20.	-	Copy of Memorandum and Articles of Association (if the Bidder is a body corporate)	Bidder/All members of Consortium	No	
21.	-	Copy of Partnership Deed (if applicable)	Bidder/Jointly by all Members of Consortium	No	
22.	-	Copies of Bidder's duly audited balance sheet and profit and loss statement for the preceding financial year and for the years for which experience under Clause 2.2.3 of RFP has been claimed	Bidder/Lead Member	No	
23.	-	Documentary proof of payment of RFP document purchase	Bidder/Lead Member	No	
24.	-	Documentary Proof of payment of Earnest Money Deposit	Bidder/Lead Member	No	

Date: _____

Signature

Place: _____

Name: _____

Designation: _____

Seal and Stamp of the Bidder/Lead Member

Financial Form-1

FORMAT OF FINANCIAL BID

(For reference purpose and not to be submitted with Technical bids.)



AIRPORTS AUTHORITY OF INDIA

CONCESSION AGREEMENT

FOR

**CONCESSION TO DESIGN, FIT-OUT, FINANCE,
DEVELOP, MARKET, OPERATE, MAINTAIN AND**

MANAGE THE

RETAIL OUTLETS

AT

LBSI AIRPORT, VARANASI

CONCESSION AGREEMENT

(To be executed on non-judicial stamp paper)

THIS CONCESSION AGREEMENT (“Agreement”) made and executed at _____ on this _____ day of _____ 2022

BY AND BETWEEN:

1. The **Airports Authority of India**, acting through its Chairman (hereinafter referred to as “**Authority**”, which expression shall unless repugnant to the context or meaning thereof, includes its successors and assigns) of the **FIRST PART**; and
2. _____, a sole proprietor or a partnership firm or a private/ public company / registered under the Indian Partnership Act 1932 or Limited Liability Partnership Act, 2008 or Companies Act 1956/2013, as applicable, and having its Registered Office (if applicable) at _____ (hereinafter referred to as the “**Concessionaire**” which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**.

The Authority and the Concessionaire are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Airports Authority of India (AAI) is an authority (the “Authority”) established under the Airports Authority of India Act., 1994 (the “AAI Act”), which is responsible for the development, operation, management and maintenance of airports in India.
- B. The Authority has undertaken to design, develop, set up, operate, maintain and manage the retail outlets which is located at **LBSI Airport** (the “**Airport**”) include all its present terminal buildings, equipment facilities and systems.
- C. The Authority, with the objective of providing better amenities to the Airport Users and in the overall public interest, is desirous of awarding the Concession to design, develop, set up, operate, maintain and manage the retail outlets at the Airport (the “Concession”), to a private entity, in accordance with the terms and conditions set forth herein. Pursuant to the above, the Authority prescribed the technical and commercial terms and invited bids from the intending bidders including, inter-alia,{the Selected Bidder} in terms of Request for Proposal No. [_____] dated [_____] (the RFP).
- D. After evaluation of the Bids received, the Authority has accepted the Bid of [_____] {the Selected Bidder [consortium comprising _____, _____ and _____ (collectively the “Consortium”) with _____ as its Lead Member]} and issued a Letter of Intent to Award bearing No. [_____] dated [_____] (hereinafter called the “LOIA”), prescribing inter alia, the terms and conditions of execution of this Agreement.
- E. Subsequently, _____ (the Concessionaire) has, in terms of RFP and the LOIA, fulfilled the following prerequisites to the execution of this Agreement:
 - (i) Paid an amount of Rs.[_____] as interest free Security Deposit.
 - (ii) Provide a copy of binding MOUs signed with the branded outlet as per Clause 4.1.1 (i) of

the RFP.

- F. The RFP and LOIA would form integral part of this Agreement.
- G. The Selected Bidder, in case of Consortium, has since promoted and incorporated such a Special Purpose Vehicle (SPV) bearing the name [_____] as the Concessionaire under the Companies Act, 2013 in accordance with the terms of the RFP, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOIA, including the obligation to enter into this Agreement for executing the Concession.
- H. By its letter dated..... the Concessionaire has also joined in the said request of the Selected Bidder to Authority to accept it as the entity which shall undertake and perform the obligation and exercised the rights of the Selected Bidder under the LOIA including the obligation to enter into this Agreement pursuant to LOIA for executing the Concession. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purpose hereof.
- I. Pursuant to the aforesaid process and relying upon representations and warranties made by the Selected Bidder, the Authority has agreed to the said request of the Selected Bidder and the Concessionaire, and has accordingly agreed to enter into this Agreement with the Concessionaire for the purpose of performance/ implementation and execution of the Concession subject to and in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ARTICLE – 1 [DEFINITIONS & INTERPRETATION]

1.1. Definitions & Interpretations

1.1.1. The words and expressions mentioned or defined in this Agreement shall, unless the context otherwise requires, have the same meaning and understanding as ascribed thereto in the RFP document forming integral part of this Agreement. However in addition to the terms already defined, any other terms as may be defined and used elsewhere in this Agreement, shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires. Provided further, that any consent or approval, required from the Authority, under this Agreement, shall mean the prior written consent of the Authority.

1.1.2. In this Agreement, unless the context otherwise requires:

- (a) Words denoting the singular number shall include the plural and vice versa;
- (b) Heading and bold typeface are only for convenience and shall not affect the construction of this Agreement;
- (c) References to the word “include” or “including” or “such as” shall be construed without limitations;
- (d) Save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, lease, license or document of any description shall be construed as reference to that agreement, deed, instrument, lease, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference, provided that this Sub-Clause (d) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (e) A reference to an Article or a Clause or Schedule is, unless indicated to the contrary, a reference to an article or a clause or schedule of this Agreement;
- (f) Words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
- (g) Reference to dates and times shall be construed to be references to Indian dates and times;
- (h) The schedules to this agreement shall form an integral part of this Agreement and shall be read along with this Agreement;
- (i) The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (j) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (k) Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates, provided that, if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (m) References to Recitals, Articles, Clauses, Sub-Clauses, Provisos or Schedules in this

Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-Clauses, Provisos and Schedules of or to this Agreement;

- (n) The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of damages (“Damages”);
 - (o) The words ‘hereof’, ‘herein’, ‘hereto’ and ‘hereunder’ and words of similar import, when used in this Agreement or any other Bidding Documents, shall refer to this Agreement or such other Bidding Documents, as the case may be, as a whole and not to any particular provision of this Agreement or such other Bidding Documents, as the case may be;
 - (p) In addition to terms defined in Clause 1.1, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires, and
 - (q) Any consent or approval required from the Authority under this Agreement shall mean the prior written consent of the Authority.
- 1.1.3. Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in 3 (three) physical copies and an electronic copy, and if the Authority is required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.1.4. The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparations thereof, shall not apply.
- 1.1.5. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and for these purposes, the General Clauses Act 1897 shall not apply.

1.2. Priority of Agreements and Errors/Discrepancies

- 1.2.1. This Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:
- (a) this Agreement; and
 - (b) all other agreements and documents forming part hereof;
- 1.2.2. In other words the Agreement at (a) above shall prevail over the agreements and documents at (b) above. Provided further that in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
 - (b) between the Articles of this Agreement and the Schedules, the Articles shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - (c) between any two Schedules, the Schedule relevant to the issue shall prevail;

- (d) between the written description on the drawings and the specifications and standards, if any, the latter shall prevail;
- (e) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.

2. ARTICLE – 2 [THE CONCESSION]

2.1. The Concession

- 2.1.1. Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire, the non-exclusive right for the period of this Agreement set forth in Clause 2.2 below, to design, fit-out, finance, develop, market, operate, maintain and manage the retail outlets at the Airport all in accordance with and subject to the terms and conditions of this Agreement (the “Concession”) and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth herein. The Concessionaire hereby accepts the grant of the Concession and agrees to perform all its obligations under the Bidding Documents subject to and in accordance with the terms and conditions thereof.
- 2.1.2. The Authority hereby grants a bare, personal, non-exclusive, non-transferable, non-assignable, non-heritable space for Concessionaire Managed Locations to the Concessionaire during the term of this Agreement, in order to undertake and discharge its rights and obligations pursuant to the Concession. It is further, clarified that neither the Concession nor the access rights in relation to the Concessionaire Managed Locations shall create any tenancy rights or any other right, title or interest of any kind or nature whatsoever in relation to the Concessionaire Managed Locations in favour of the Concessionaire other than the permissive right of use, hereby granted in respect of the Concession. The Authority shall be in possession and full charge and control of the Concessionaire Managed Locations at all times and the Authority shall at all times have free and unobstructed access to these Concessionaire Managed Locations handed over to the Concessionaire. However, the Concessionaire may sub-license or sub-concession any of its duties, in part. The Authority shall not, in any event, be responsible or liable for any loss or damage caused to any goods, products or property of the Concessionaire at such Concessionaire Managed Locations or at the Airport.
- 2.1.3. At any time during the period of this Agreement, the Authority may enter into other agreements with other concessionaires for the operation of retail concessions similar to those of Concessionaire or any format. It is understood and agreed that nothing in this Agreement is to be construed to grant or authorize the granting of an exclusive right to the Concessionaire. The Concessionaire shall have no right to object as and when the Authority decides to grant additional concession for products and services similar to Services provided by the Concessionaire in the airport. However, this would be subject to Clause 2.6 of this Agreement.
- 2.1.4. In consideration of the Concession granted by the Authority in accordance with the terms hereof, the Concessionaire agrees to pay the Concession Fee to the Authority in accordance with the terms and conditions set forth herein. The Concessionaire also agrees to pay to the Authority and/or to its respective appointed service provider(s), the charges for utilities and other services used by Concessionaire and to perform all such obligations of the Concessionaire as are required, in the manner and in accordance of the terms and conditions as set out under this Agreement.
- 2.1.5. The Concessionaire agrees that the Concessionaire shall undertake business and shall implement the Concession only at the Concessionaire Managed Locations on the terms set forth herein.

2.2. The Concession Term

- 2.2.1. This Agreement shall become effective from the date of execution hereof. The term of the

Concession (the “Concession Term”) shall commence on the earlier of:

- (a) 61st day from the date on which the Access Date(s) of at least fifty percent (50%) of the area designated for Concessioned Premises in the Concessionaire Managed Locations Layout Plan have occurred; or
- (b) the date of deemed commencement of Concession Term which may be specified by the Authority by a written notice of not less than seven (7) days.

The Concession Term shall expire on the seventh (7th) anniversary of the date of commencement of the Concession Term, unless this Agreement is terminated earlier in accordance with the terms and conditions of this Agreement.

- 2.2.2. The Concessionaire will have to operate the Concession for at least the Minimum Lock in Period as per the terms and conditions of this Concession Agreement. The Concessionaire cannot terminate this Agreement prior to expiry of the Minimum Lock in Period. If the Concessionaire fails to perform any of its obligations as per the terms and conditions of this Agreement, it would lead to forfeiture of Security Deposit and debarring for a period of three (3) years from participation in future tenders/RFPs floated by Authority.
- 2.2.3. The Concession Term under Additional Concessionaire Managed Locations handed over to the Concessionaire at subsequent stages shall co-terminate on the expiry date of the Concession Term already notified at Clause 2.2.1 of this Agreement.

2.3. The Assigned Area

- 2.3.1. The assigned area under the Concession shall be _____ square metres handed over on “as is where is” basis on the Access Dates of the respective location(s) and the Concessionaire shall be authorized, at its own cost, to construct or procure equipment, furniture, fixtures and fittings as necessary or required for the Concession and the Concessionaire shall ensure that, the fit-outs and interiors for each location are completed by sixty (60) days from the Access Date on that location. For avoidance of doubt, the Concessionaire shall not carry out any structural changes or other changes of permanent nature to the Concessionaire Managed Locations. The Authority shall not be responsible for the renovation, maintenance and upkeep of the locations from their respective Access Date(s).
- 2.3.2. The Concessionaire shall ensure that, the overall technical concept (including air conditioning) of the Concessionaire Managed Locations shall be in accordance with the Design Guidelines and shall, in no circumstances, adversely affect the functioning and operation of the Airport. The overall interior design and layout of the interior of the Concessionaire Managed Locations, including any proposed changes to such interior design and layout, shall be subject to the prior written approval of the Authority and must be in accordance with the Design Guidelines.
- 2.3.3. Upon expiration or early termination of this Agreement, the Concessionaire shall have the right to remove all temporary structures and moveable articles and goods in the Concessionaire Managed Locations without causing any damage to the building or the Concessionaire Managed Locations. In the event of any damage to the Airport or any part thereof, the Authority shall be entitled to recover from the Concessionaire the cost of such repairs and/or replacement. The Concessionaire shall remove any structure, whether temporary or otherwise, if asked by the Authority, except if such structures existing prior to hand over of the location to the Concessionaire. However, this would be subject to the other provisions of the Bidding Documents.

- 2.3.4. The Concessionaire acknowledges that the development projects mentioned in Appendix-III of the RFP are already planned, which may be ongoing in nature, and agrees to cooperate with the Authority with regard to the said projects.

2.4. Partial or Full Relocation of the Concession

- 2.4.1. The Concessionaire agrees and acknowledges that the Authority may, at any time, require the Concessionaire to, partially or fully, change the location or access of the Concessionaire Managed Locations and/or relocate its operations on account of security or statutory or operational or developmental reasons, or partial/complete revamp of Airport, or any operational difficulties or emergencies or, by giving sixty (60) days' notice in writing to the Concessionaire ("Relocation Period"). The Concessionaire may also request the Authority in writing to relocate all or a part of the Concessionaire Managed Locations, which the Authority may oblige with at its sole discretion. Such relocations shall be in accordance with the terms and conditions of the Bidding Documents. It is clarified that the Concessionaire shall cease to operate the original location(s) before or immediately upon commencement of operations at the new location(s). The Concessionaire shall, within a period of ten (10) days from the commencement of operations at the new location(s), hand over the original location(s) which have been relocated in good condition. The Concessionaire shall remove all its materials, belongings, etc. from such location(s) at the Concessionaire's own cost, failing which the Authority shall have the right to take over such property and sell the same at such price as it may get, and utilize the proceeds towards payment of any outstanding amounts due from the Concessionaire (including cost of such removal).

In such an event -

- (a) The Authority may provide the Concessionaire an alternate location that may be mutually identified with the Concessionaire and the area of the alternate location(s) may be equal to or less than the area of the original location. Upon such relocation, the new location(s) provided along with the location(s) retained by the Concessionaire shall in totality constitute Alternate Concessionaire Managed Locations ("**Alternate Concessionaire Managed Locations**");
- (b) If Alternate Concessionaire Managed Locations is provided by the Authority, the Concessionaire shall exit the Displaced Concessionaire Managed Locations and cease to use the same until further notice or as directed by the Authority, and shall relocate its equipment, furniture, fixtures etc. to the Alternate Concessionaire Managed Locations at the Concessionaire's cost within the Relocation Period or such further time as may be agreed to in writing by the Authority;
- (c) In case the relocation is initiated by the Authority, it shall be governed by the following terms:
 - (i) If the area at the Alternate Concessionaire Managed Locations varies by less than or equal to ten percent (10%) from the area of the original Concessionaire Managed Locations, there shall be no abatement/ change in the QMG and QAG;
 - (ii) If the area at the Alternate Concessionaire Managed Locations varies by greater than ten percent (10%) from the area of the original Concessionaire Managed Locations, QMG and QAG shall be calculated on pro-rata basis. [Illustration given in Schedule N] This pro-rata calculation shall neither be applicable on Net Sales nor on Progressive Revenue Share Percentage nor on Progressive Revenue

Share nor on Base Revenue Share Percentage nor on Base Revenue share; and

- (iii) The Concessionaire would be entitled for a waiver of Concession Fee for a period of thirty (30) days from the date on which the Concessionaire vacates the original Concessionaire Managed Locations. Such waiver would be in proportion to the area vacated in respect to the total original Concessionaire Managed Locations.
- (d) In case the Authority allows relocation and provides Alternate Concessionaire Managed Locations at the written request of the Concessionaire, it shall be governed by the following terms:
 - (i) No abatement in QMG and QAG shall be applicable in case of a decrease in area
 - (ii) The QMG and QAG shall be pro-rated for any increase in area
 - (iii) If the area of SHA of Alternate Concessionaire Managed Locations is greater than one hundred and ten percent (110%) of the area of SHA of original Concessionaire Managed Locations, then, in addition to pro-rata increase in QMG and QAG [Illustration given in Schedule N], a further premium of twenty percent (20%) shall be applicable on the additional SHA area;
- (e) During the period of this Agreement, the Authority may undertake some modifications at the Airport that may affect the Concessionaire's business without changing the location of the Concessionaire Managed Locations. In such an event, the Concessionaire shall not be entitled to any relief or compensation from the Authority whatsoever;
- (f) In the event any inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the Concessionaire's business or operations in, on, or from the Concessionaire Managed Locations, the Authority shall notify the Concessionaire of such necessity and the anticipated beginning and ending dates of such suspension. If the temporary suspension is more than seven (7) days, then Payments of monthly concession fee in pursuant to the requirements herein shall be prorated during each month in which the Concessionaire's business or operations are required by Authority to be suspended pursuant to this subsection;
- (g) All other terms and conditions of this Agreement shall apply in totality to such Alternate Concessionaire Managed Locations as if it were the Concessionaire Managed Locations as defined hereunder.
- (h) Notwithstanding anything contrary herein, in the event of a relocation the Authority shall not compensate the Concessionaire for any costs, whatsoever.

2.5. Concession restricted to operation of Concessionaire Managed Locations

- 2.5.1. The Concessionaire agrees that the Authority does not grant and has not granted any other right pursuant to this Agreement, except the right to use the Concessionaire Managed Locations in accordance with this Agreement.
- 2.5.2. Possession of the Concessionaire Managed Locations shall always remain with the Authority; the Concessionaire shall not be entitled to claim of possession of the Concessionaire Managed Locations. The right hereby granted to the Concessionaire is a right of use of the Concessionaire Managed Locations conditional upon the Concessionaire Managed Locations being used solely for the purpose of operating and executing the Concession and for no other purposes.

2.5.3. The Concessionaire shall only retail / sell the following items at the Retail Outlets in the Airport:

- (a) Chocolates / candies / snacks / sweets / confectionary in sealed aseptic packs
- (b) Books, newspapers, magazines, music, movies, videos
- (c) Gifts, souvenirs, toys, games
- (d) Writing stationary & instruments
- (e) Spices, herbs, condiments, factory sealed tea leaves & coffee beans
- (f) Tobacco products*
- (g) Personal care products/ cosmetics/ fragrances
- (h) Men's / women's/ kid's apparel and fashion wear
- (i) Eyewear
- (j) Watches and jewellery
- (k) Electronic products
- (l) Footwear/ leather and other accessories
- (m) Home décor & accessories
- (n) Subscriber Identification Module (SIM) cards including international SIM cards
- (o) Any other item with the written approval of the Authority

* Licensees / concessionaires of any smoking lounges as well as duty free operators at the Airport may also undertake sale / retailing of tobacco products

It is further clarified that under the Concession, the Concessionaire shall not be allowed to undertake or to supply in any manner the products and services related to the following without the prior written approval of the Authority:

- (a) Day and/or transit hotel,
- (b) Duty free products,
- (c) Spa, and
- (d) Any other activity as may be specified by the Authority from time to time.

In the event the Authority permits the Concessionaire to undertake the above activities as provided in this Clause, the Authority may specify the commercial terms including any fees payable to the Authority by the Concessionaire. It is further clarified that such fee shall be over and above the Concession Fee, Space Rent, CAM Charges and all other applicable charges and Taxes payable by the Concessionaire.

2.5.4. It is clarified that the Concessionaire shall not enter into any commercial or promotional arrangements with any sub-concessionaires or sub-licensees operating at the Airport without the prior written approval of the Authority.

2.5.5. The Concessionaire agrees and acknowledges that prior to the execution of this Agreement, it has made a complete and careful examination and an independent evaluation of the business opportunity and operating conditions at the Airport and has determined the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by it at present as well as in the course of the performance of its obligations under this Agreement. The Concessionaire further acknowledges that except as may be particularly set out hereunder, the

Concessionaire does not rely on any representations made by the Authority, at any time whatsoever, and that the Concessionaire has made its own independent evaluations for entering into this Agreement. The Concessionaire further acknowledges and agrees that the Authority has neither guaranteed nor guarantees, in any manner express or implied, the scope of the business and the Concessionaire shall not have any right (and hereby waives any such rights) to bring any claim against, or recover any compensation or other amount from the Authority and the Authority has made no representation as to the suitability or profitability of the same.

2.6. Additional space/premises

- 2.6.1. Subject to the provisions of this Agreement, the Concessionaire shall have the right of first refusal to any additional space offered by Authority, not exceeding 25% of the original allotted space subject to proportionate increase in QMG and QAG on pro-rata basis [Illustration given in Schedule N]. In case the Concessionaire does not agree to take this additional space i.e. not exceeding 25% of the original allotted with proportionate increase, or where additional space is in excess of 25% of original allotted space, the Authority shall call a tender and the Concessionaire may participate. However, if the difference between the financial quote of the H-1 bidder and the Concessionaire, in case the Concessionaire participated, is up to or equal to 10% of the H-1 quote, the award shall be made to the Concessionaire at the H-1 quoted amount provided that the Concessionaire matches the financial quote of the H-1 bidder subject to the terms and conditions of the said tender. However, if the Concessionaire refuses to match the financial quote of the H-1 bidder, or the difference between the financial quote of the H-1 bidder and that of the Concessionaire is greater than 10% of the H-1 quote, then the award shall be made to the H-1 bidder subject to the terms and conditions of the said tender. If the Concessionaire does not participate in the said tender, then the Concessionaire's right of first refusal shall be deemed to be waived.
- 2.6.2. If the Concessionaire takes the additional space, whether by exercising its right of first refusal or by succeeding in a tender called by the Authority as per Clause 2.6.1 of this Agreement, the said additional space shall be referred to as **"Additional Concessioned Premises"**.
- 2.6.3. For any Additional Concessioned Premises provided to the Concessionaire in any Concession Year, the Security Deposit shall also be pro-rated based on the area provided.
- 2.6.4. If Additional Concessioned Premises are provided to the Concessionaire multiple times, then the total area, cumulated over all the instances of provision of Additional Concessioned Premises to the Concessionaire, shall be considered in determining the applicability of the aforementioned criteria to undertake any subsequent bidding of further additional spaces.
- 2.6.5. Furthermore, the Concessionaire may request the Authority in writing to provide additional areas. The Authority may provide such areas at its sole discretion. If provided, such areas shall also constitute Additional Concessioned Premises and be governed by all the provisions of this Agreement dealing with Additional Concessioned Premises. Provided further that in such a scenario if the area of SHA of Additional Concessioned Premises is greater than ten percent (10%) of the area of SHA of original Concessioned Premises, then a further premium of twenty percent (20%) shall be applicable on the additional SHA area.

2.7. Seating Area

- 2.7.1. Subject to availability, the Authority may provide additional area, over and above the area of the

Concessioned Premises, up to a maximum of 20% of the area of the Concessioned Premises, for the purpose of providing seating arrangement (“**Seating Area**”), on following terms and conditions:

- (a) Space Rent (plus applicable taxes/charges) will be applicable on the Seating Area, at the rates notified by the Authority from time to time.
- (b) All furniture (tables, chairs etc.) shall be provided by the Concessionaire at its own cost.
- (c) Maintenance and upkeep of the Seating Area shall be done by the Concessionaire at its own cost.
- (d) No construction shall be allowed on the Seating Area.
- (e) The Authority, at its sole discretion, can revoke provision of any or all of the Seating Area with a reasonable notice to the Concessionaire. The Concessionaire shall not be entitled to any claims with regard to the said revocation.
- (f) The term of provision of Seating Area shall end on the expiry of Concession Term, unless already revoked by the Authority.
- (g) All the Airport Users shall be permitted to use the Seating Area; the Concessionaire shall not levy any fees or charges for using the Seating Area from Airport Users.

2.8. The Concessionaire hereby agrees and undertakes that upon the provision of any Additional Concessioned Premises and/or Alternate Concessionaire Managed Locations and/or Service Area(s) and or Seating Area(s) as per the provisions of this Agreement, such locations shall be considered and treated as Concessionaire Managed Locations and shall be governed by all the provisions of this Agreement for Concessionaire Managed Locations.

3. ARTICLE - 3 [OBLIGATIONS OF THE CONCESSIONAIRE]

3.1. General obligations of the Concessionaire

- 3.1.1. Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its own cost procure, finance and undertake the design, engineering, procurement, construction, operation and maintenance of the Concessionaire Managed Locations and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 3.1.2. The Concessionaire shall comply with all Applicable Laws and obtain and maintain all Applicable Permits in the performance of its obligations under this Agreement. It is clarified that the Concessionaire shall suspend the operations of such Concessioned Premises and/or Service Area(s) and/or Seating Area(s) for which any Applicable Permit is not in force whether by lapse or expiry or suspension or cancellation or revocation or invalidation or any analogous scenario until all the Applicable Permits are reinstated. In case the Concessionaire suspends operations pursuant to the aforementioned, there shall be no waiver or rebate in the Concession Fee or any other applicable payments by the Concessionaire to the Authority.
- 3.1.3. The Concessionaire shall discharge its obligations in accordance with Good Industry Practices and as a reasonable and prudent person.
- 3.1.4. The Concessionaire/ Selected Bidder shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
 - (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) fulfil all of the following conditions unless waived in writing by the Authority within the Business Incubation Period as per the specific timelines mentioned below, unless extended in writing by the Authority. Provided that if an extension is needed due to a fault of the Concessionaire/ Selected Bidder and it is provided by the Authority, damages amounting to INR 5,000/- shall be appropriated from the Earnest Money Deposit (EMD)/ Security Deposit as applicable for each day of extension provided and utilized for each obligation that is delayed.
 - i. The Selected Bidder shall form an SPV as per the conditions of this RFP in case the Selected Bidder is a consortium prior to signing of this Agreement;
 - ii. The Selected Bidder (in case of Consortium, the SPV) shall submit the Security Deposit in the form and manner as specified in this RFP prior to signing of this Agreement;
 - iii. The Selected Bidder shall execute the Integrity Pact as per the Draft Integrity Pact forming part of this RFP as per Technical Form-17 of Appendix-I prior to signing of this Agreement;
 - iv. The Selected Bidder shall sign this Agreement as per the provisions of the Bidding Documents not later than thirty (30) days from commencement of the Business Incubation Period;
 - v. The Selected Bidder/ Concessionaire shall, at its own risk and cost, obtain a security clearance for commercial activities in the security restricted area or any

such similar clearance from the Bureau of Civil Aviation Security (BCAS) or any Governmental Authority or its authorized representatives within the Business Incubation Period;

- vi. The Selected Bidder shall submit its proposed layout plan by utilizing the Concessionaire Managed Locations Layout Plan as provided in Schedule A within seven (7) days of commencement of the Business Incubation Period. Such a layout plan shall also include the reasonably required quantity or capacity for any utilities required along with locations of any physical connections such as sewage, exhausts, etc. The Authority may take a maximum of fourteen (14) working days to assess compliance. In case the Authority notifies of non-compliance, then the Selected Bidder/ Concessionaire shall be required to address the non-compliance and submit revised Concessionaire Managed Locations Layout Plan for approval by the Authority. The Authority may take a maximum of seven (7) working days to assess compliance of the revised Concessionaire Managed Locations Layout Plan. The Selected Bidder/ Concessionaire shall be required to address remaining non-compliances, if any, and obtain final approval of the Concessionaire Managed Locations Layout Plan from the Authority. The onus of demonstrating compliance and obtaining the requisite approvals within thirty (30) days from the commencement of the Business Incubation Period shall rest with the Selected Bidder/ Concessionaire;
- vii. The Selected Bidder/ Concessionaire shall demonstrate that the planned interior and exterior designs of the Concessionaire Managed Locations comply with the Design Guidelines (as provided in Schedule L). The Authority may take a maximum of fourteen (14) working days to assess compliance. In case the Authority notifies of non-compliance, then the Selected Bidder/ Concessionaire shall be required to address the non-compliance and submit revised Concessionaire Managed Locations Layout Plan for approval by the Authority. The Authority may take a maximum of seven (7) working days to assess compliance of the revised Concessionaire Managed Locations Layout Plan. The Selected Bidder/ Concessionaire shall be required to address remaining non-compliances, if any, and obtain final approval of the Concessionaire Managed Locations Layout Plan from the Authority within the Business Incubation Period;
- viii. The Selected Bidder/ Concessionaire shall provide a copy of binding MOUs / agreements signed with Brand owners (list of brands provided in Appendix-V) as per Technical Form-5 of the RFP within the Business Incubation Period. The branded outlet (s) in respect of which signed MOUs / agreements were submitted, need to be operated by the Concessionaire during at least 75% of the Concession Term.

Airport category	Minimum number of Brands
Category-A (4 to 12 million passengers per annum)	At least 3 Branded Outlets
Category-B and below (Less than 4 Million passengers per annum)	At least 2 Branded Outlets

Brands not falling within the indicative list provided under Appendix-V, may also

be considered and permitted by Authority at post award stage at its sole discretion, to which bidder / concessionaire must obtain approval / permission of Authority in writing within business incubation period.

- ix. The Selected Bidder/ Concessionaire shall apply for necessary approvals and clearances of security program from the Bureau of Civil Aviation Security (BCAS) or any Governmental Authority or its authorized representatives, and any other clearance as may be notified from time to time.
 - (c) ensure that the presence of the Branded outlets is maintained throughout the Concession Term at the Airport depending upon the category as per the requirements set out in Clause 4.1.1 (i) of the RFP, at the Concessioned Premises.
 - (d) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Concession;
 - (e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its contractors in connection with the performance of its obligations under this Agreement;
 - (f) ensure and procure that its contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
 - (g) not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement;
 - (h) support, cooperate with and facilitate the Authority in the implementation and operation of the Concession in accordance with the provisions of this Agreement;
 - (i) appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
 - (j) handover the vacant and peaceful possession of Concessionaire Managed Locations under its possession as on expiry date of this Agreement within thirty (30) days period;
 - (k) make necessary arrangements for availing/provisioning/tapping of utilities (such as water/ drainage/ electricity/ exhaust, etc.) including but not limited to cabling, wiring, ducting, piping, etc. from the connection points, as provided by the Authority.
- 3.1.5. The following documents in respect of the Concessionaire, aside from such other documents as may be required by any Governmental Authority from time to time, shall be required to be submitted by the Concessionaire to the Authority for facilitating the security clearance process and other administrative processes, within seven (7) days of intimation by the Authority:
- (a) Copy of Memorandum and Articles of Association;
 - (b) Company Profile;
 - (c) Promoters' details;
 - (d) Copy of Letter of Intent to Award/ this Agreement;
 - (e) Form 32 providing the details of the Directors; and
 - (f) Copy of latest audited balance sheet.

Further the Concessionaire shall submit three (3) copies of the security program as per the prescribed format of BCAS for permission to operate in the SHA.

Note: Concessionaire shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].

3.1.6. For the purpose of obtaining Airport Entry Passes (Operations) in respect to the employees and personnel of the Concessionaire, the following documents, aside from such other documents as may be required by any Governmental Authority from time to time, shall be required to be submitted by the Concessionaire to the Authority within seven (7) days of intimation by the Authority:

- (a) A copy of the Security Clearance of the Concessionaire by the relevant security agencies;
- (b) The approval copy of the security program;
- (c) Copy of Letter of Intent to Award/Agreement;
- (d) Duly filled Airport Entry Pass request Forms;
- (e) Two (2) photographs of each of the Individuals (Concessionaire's personnel);
- (f) Police verifications of individuals from relevant SHO/SP/Police Authority; and
- (g) A copy of valid passports/other photo identifications, duly self-attested by a notary.

3.1.7. Obligation relating to Concession/Sub-Concession Agreement

It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in any other agreement and no default under any sub-concession agreement or any other agreement shall excuse the Concessionaire from its obligations or liability hereunder. The Concessionaire shall ensure that all contracts, agreements or arrangements as may be entered into with any third party shall be on an arm's length basis.

3.1.8. The Concessionaire shall submit to the Authority the drafts of all sub-concession agreements or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within fifteen (15) days of the receipt of such drafts. Within seven (7) days of execution of any sub-concession agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director or equivalent of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any review and / or observation of the Authority and/ or its failure to review and/or convey its observations on any document shall not relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

3.1.9. The Concessionaire shall ensure that each of the sub-concession agreements contains provisions

that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of termination or suspension.

- 3.1.10. The Authority reserves the right to remove any sub-contractor/sub-licensee from the Concessionaire Managed Locations whose background, performance, and/or general methodologies are deemed by the Authority not in the best interests of the Airport.
- 3.1.11. The Concessionaire shall ensure that each of the sub-concession agreements contain provisions explicitly and clearly indemnifying the Authority from any and all obligations of the Concessionaire in such agreements.

3.2. Obligations relating to Shareholding and Ownership

- 3.2.1. The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority.
- 3.2.2. The Concessionaire agrees and acknowledges that:
[] shall, for the entire duration of the Concession Term, hold greater than fifty per cent (50%) of the subscribed and paid up equity share capital of the Concessionaire; and [] and [], ...] shall collectively hold one hundred percent (100%) of the subscribed and paid up equity share capital of the Concessionaire at all times until the end of the third Concession Year.
- 3.2.3. The Concessionaire shall not undertake or permit a Change in Ownership, which shall have the effect of Authority having a direct or indirect shareholding in the Concessionaire.
- 3.2.4. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:
 - (a) all acquisitions of Equity Capital by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity Capital of the Concessionaire; or
 - (b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him shall be subject to prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity Capital or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause:

- (a) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in

force as on the date of acquisition of Equity Capital, or transfer of control of the Board of Directors, as the case may be, of the Concessionaire;

- (b) the indirect transfer or control of legal or beneficial ownership of Equity Capital shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity Capital of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of not less than fifteen per cent (15%) of the Equity Capital of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

- 3.2.5. Any guidelines / instructions issued by the Authority on business processes related to food and beverages, retail, advertisement, ground transport and others including tenancy guidelines will be binding on the Concessionaire.

3.3. Employment of Foreign nationals

- 3.3.1. The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their subcontractors/sub-licensees shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and Airport Entry Permits and the obligation to apply for and obtain the same shall and will always be of the Concessionaire. Notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors/sub-licensees shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

3.4. Employment of trained personnel

- 3.4.1. The Concessionaire shall ensure that the personnel engaged by it are at all times properly trained for their respective functions.
- 3.4.2. The Concessionaire shall not employ any of the officials of the Authority, for a period of two years after an official ceases to be under the employment of the Authority (for any reason whatsoever), unless a prior written approval from the Authority in respect of such employment/engagement, is procured by the concerned official.

3.5. Default & Breach by Concessionaire

- 3.5.1. The following acts and omissions shall constitute a default and material breach of this concession by the Concessionaire:
 - (a) The failure to comply with all of the requirements regarding insurance; or
 - (b) The violation of any law, charter provision, ordinance, rule, regulation, governmental order's or directive; or
 - (c) The abandonment or vacating of any location(s) forming a part of the Concessionaire Managed Locations; or

- (d) The repeated failure to perform or the violation of any single condition or covenant of this Agreement on two or more occasions in any twelve (12) month period;
- (e) The assignment of the Concessionaire's interest in this Concession without the prior written consent of the Authority; or the use of any sublease without the prior written consent of the Authority; or the filing of a voluntary or involuntary petition in bankruptcy; or for reorganization or an arrangement; or the adjudication of the Concessionaire as being bankrupt or insolvent; or the appointment of a receiver of or for the Concessionaire if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days; or
- (f) The failure to perform or the violation of any other condition or covenant of this Agreement where such default or deficiency in performance was not remedied within a reasonable time.

3.6. General Requirements

- 3.6.1. The Concessionaire, at no cost to the Authority, shall perform and comply with all applicable, current and future laws of the GOI/GoST and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. The Concessionaire shall use its best efforts to ensure that every person it admits to the Concessionaire Managed Locations similarly performs and complies with the same. Whenever the Concessionaire or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any person admitted to the Concessionaire Managed Locations, the Contractor shall immediately desist from and/or prevent or correct such violation.

3.7. Recycling of Waste Materials

- 3.7.1. The Concessionaire shall collect, sort, and separate into such categories as may be legally required or stipulated by Authority, all solid waste products on the Concessionaire Managed Locations, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by the Authority, which receptacles shall be dumped or removed from the Concessionaire Managed Locations, at such minimum frequency as is specified by the Authority. The Authority reserves the right to refuse to collect or accept from the Concessionaire any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require the Concessionaire to arrange for the collection of the same at the Concessionaire's sole cost and expense using a contractor satisfactory to the Authority. The Concessionaire shall pay all costs, fines, penalties, and damages that may be imposed on Authority or the Concessionaire as a consequence of the Concessionaire's failure to comply with the provisions of this section.

3.8. Environmental Standards

- 3.8.1. For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:
 - (a) **"Laws or Regulation"** shall mean any environmentally related local, state, or law, regulation, ordinance, or order (including without limitation any final order of any court of competent jurisdiction of which the Concessionaire has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive

Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Solid and Hazardous Waste Act, the Occupational Safety and Health Act, the Emergency Planning and Community Act, and the Solid Waste Disposal Act, as amended from time to time.

- (b) “**Hazardous Substances**” shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination, or clean up.

3.8.2. The Concessionaire shall provide the Authority with access to the Concessionaire Managed Locations to conduct an annual environmental inspection at such other time(s) as may be decided by Authority. In addition, the Concessionaire shall permit the Authority access to the Concessionaire Managed Locations at any time, upon reasonable notice, for the purpose of conducting environmental testing. The Concessionaire shall not conduct or permit others to conduct environmental testing on the Concessionaire Managed Locations without written consent of Authority, which shall not be unreasonably withheld. The Concessionaire shall promptly inform the Authority of the existence of any environmental study, evaluation, investigation, or results of any environmental testing conducted on the Facilities whenever the same becomes known to the Concessionaire, and the Concessionaire shall provide a written copy of the same to the Authority within thirty (30) days after the preparation of any such material.

3.8.3. Indemnification

- (a) In addition to all other indemnities provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement, the Concessionaire agrees to and shall defend, indemnify, and hold the Authority free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, damages, losses, and expenses, including without limitation, clean up or other remedial costs (and including attorneys’ fees, costs, and all other reasonable litigation expense when incurred and whether incurred in defence of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substances on the Concessionaire Managed Locations resulting from a violation of the terms of this section or the migration of any Hazardous Substances from the Concessionaire Managed Locations to other property or into the surrounding environment that is the result of a violation of the terms of this section, whether (a) made, commenced, or incurred during the term of this Agreement, or (b) made, commenced, or incurred after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement.

3.9. Hours of Operation

- 3.9.1. Concessionaire’s retail sales hours of operation shall be in accordance with this Agreement unless otherwise directed by the Authority and communicated to the Concessionaire.
- 3.9.2. All concession sales shall be conducted and operated in such manner as not to interfere with the orderly operation of events held within the Airport.
- 3.9.3. Sales shall be conducted only from and at designated Concessioned Premises approved by the Authority.

3.10. Procurement Policy

- 3.10.1. The Concessionaire shall purchase Retail Items, and other operation supplies, needed for the Concessioned Premises and related operating supports to be supplied hereunder from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the Concessionaire shall avail itself of all lawful trade, cash, quantity discounts, and rebates and all such discounts and rebates both local and national shall inure to the benefit of the retail operations herein. All such purchases shall be in the Concessionaire's name and payment shall be made directly to the supplier.
- 3.10.2. The Concessionaire will hold the Authority indemnified from any actions by Concessionaire's suppliers and will permit no liens whatsoever to be placed on the property of the Authority arising as a result of the failure of the Concessionaire, its agents, contractors, and/or sub-contractors/ sub-licensees to make any payments required of them in this connection.

3.11. Mode of payment

- 3.11.1. Concessionaire shall accept cash, credit cards (at least two major), debit cards and e-wallets modes, for any purchase.

3.12. Uniforms

- 3.12.1. The Concessionaire or its agent will provide and maintain uniforms for all employees/staff. Selection type, colour, style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the various operations at the Concessionaire Managed Locations. The Authority will consider the Concessionaire to be the sole contact and responsible for the Services it or its employees/staff provide. Additionally, the condition of the hygiene and appearance of employees is the Concessionaire's sole responsibility to ensure that all employees meet minimum hygiene and appearance standards.

3.13. Stock availability

- 3.13.1. The Concessionaire shall keep on hand sufficient stock of products.

3.14. Exclusion Clause

- 3.14.1. The Airport reserves the right to bring other concessionaires with the following formats to the airport -

Packaged food formats including but not limited to local/destination food specialties such as packaged sweets, teas, coffee etc. Packaged food formats refer to foods stored in packets and sold as units. These are ready to eat and involve no further preparation. These should have a defined date of manufacture, date of expiry.

3.15. Set-Off Clause

- 3.15.1 In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set-off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other

expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

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

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

4. ARTICLE - 4 [OBLIGATIONS OF AUTHORITY]

4.1. General obligations of the Authority

- 4.1.1. The Authority shall, at its own cost and expense undertakes, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 4.1.2. The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits from any Governmental Authority with regard to implementation and operation of the Concession;
 - (b) provide all necessary infrastructure facilities and utilities, including water and electricity to the Concessionaire at the locations prior to the respective Concession Fee Commencement Date(s). Such infrastructure facilities and utilities shall be provided at the connection points, as advised by the Authority. The Authority shall provide utilities at rates and terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services. The Authority agrees that in case of any delays, it will extend the Gestation Period of a location, until the day on which such necessary infrastructure facilities or utilities are provided on that location. It is expressly clarified and agreed between the Parties that, the Concessionaire shall not obtain any of the infrastructure facilities and utilities from any other service provider, unless otherwise agreed to in writing by the Authority;
 - (c) not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement; and
 - (d) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Concession in accordance with the provisions of this Agreement.

4.2. Obligations relating to Transfer

- 4.2.1. The Authority agrees that during the period of this Agreement, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that:
- (a) Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer / novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and
 - (b) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

4.3. Obligations relating to Additional Concessioned Premises

- 4.3.1. The Authority agrees and acknowledges that during the period of this Agreement, in the event the Authority proposes to grant retail concessions at additional locations, the Authority shall offer such additional locations to the Concessionaire, as per Clause 2.6 of this Agreement.

4.4. Independent Audit

4.4.1. The Authority may, at its discretion and at its own cost, conduct an independent audit of the accounts of the Concessionaire pertaining to Concessionaire Managed Locations. The Concessionaire undertakes to co-operate with the Authority and its agents in the conduct of the independent audit, and for such purpose provide access to the officials of the Authority or its agents to the Concessionaire Managed Locations, to allow the Authority or its agents to inspect and have access, at any time, to the books of accounts, audited/unaudited statements, the gross sales/ itemized sales reports/ statements, audit rolls maintained by the Concessionaire, receipts generated at the electronic point of sale terminals as maintained by the Concessionaire and any other information as may be required by the Authority or its auditors for the purpose of such independent audit.

4.4.2. The Authority may in its discretion direct the Concessionaire to submit duly audited accounts or any other related information by Concessionaire's Chartered Accountants at its own cost as may be required by the Authority or the Authority's empanelled auditors for the purpose of such independent audit.

Note: Concessionaire shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].

4.4.3. The Authority reserves the Right to appoint independent/ external / third party auditors to audit the Concessionaire's business process and performance with respect to RFP/LOIA and Authority's instructions / guidelines and it shall be binding on the Concessionaire.

5. ARTICLE - 5 [REPRESENTATIONS AND WARRANTIES]

5.1. Representations and Warranties of the Concessionaire

5.1.1. The Concessionaire represents and warrants to the Authority that:

- (a) it is duly incorporated, if applicable, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) the information furnished in the Bid by the Selected Bidder and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (d) the Selected Bidder (including the Members thereof, if any) has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (e) it has the financial standing and capacity to undertake the Concession;
- (f) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (g) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (i) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it or the Selected Bidder at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in material adverse effect;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in material adverse effect;
- (k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- (l) subject to receipt by the Concessionaire from the Authority any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement, upon termination of this Agreement, all rights and interests of the Concessionaire under this Agreement shall pass to and vest in the Authority on occurrence of the end of the Concession Term or the expiry of any valid Notice of Termination free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or Authority;

- (m) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Authority or to any Government Authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (n) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession;
- (o) without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Concessionaire Managed Locations, requirements, commercial viability and potential of the Concession, and the information provided to it as part of the bid documents or otherwise, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder;
- (p) all undertakings and obligations of the Concessionaire arising from the Request for Proposal or otherwise shall be binding on the Concessionaire as if they form part of this Agreement;
- (q) the Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Concessionaire.

5.2. Representations and Warranties of Authority

5.2.1. Authority represents and warrants to the Concessionaire that:

- (a) Authority has full power and authority to grant the Concession;
- (b) Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) this Agreement constitutes Authority's legal, valid and binding obligation enforceable against in accordance with the terms hereof;
- (d) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority which may result in material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- (e) it has complied with Applicable Laws in all material respects;
- (f) it has good and valid right to the locations, and has power and authority to grant a Concession in respect thereto to the Concessionaire; and
- (g) upon the Concessionaire paying the Concession Fee and all other applicable dues and performing the covenants herein, it shall not at any time during the term hereof, interfere with the peaceful exercise of the rights and discharge of the obligations by the Concessionaire, in accordance with this agreement.

5.3. Obligation to notify change

- 5.3.1. In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall

promptly notify the other of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

6. ARTICLE - 6 [DISCLAIMER]

6.1. Disclaimer

- 6.1.1. The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, scope of the Concession, specifications and standards, Concessionaire Managed Locations, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 5.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- 6.1.2. The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 6.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members and their Associates.

7. ARTICLE - 7 [SECURITY DEPOSIT]

7.1. Security Deposit

7.1.1. In order to ensure timely payments of the Concession Fee and any other fees and charges stipulated hereunder, payable by the Concessionaire to the Authority and due performance of its obligations under this Agreement, the Concessionaire shall deposit with the Authority, an interest-free refundable security deposit (“**Security Deposit**”) in the following amounts:

- (a) From the first Concession Fee Commencement Date to the end of the 4th Concession Year, the Security Deposit shall be an amount equivalent to eight (8) months’ QMG for the first Concession Year (Determined on the basis of projected Passenger Traffic for the first Concession Year), to be deposited as Bank Guarantee or cash on or before the date of execution of this Agreement. The Concessionaire shall have the option to deposit a single Bank Guarantee for stipulated amount or two Bank Guarantees amounting to stipulated amount. The amount of BG can be worked out from QG per PAX for first concession year and Projected Passenger Traffic for first Concession Year with following formula:

$$\begin{aligned} \text{Amount of BG} = & ((\text{QG per PAX for 1st Concession Year} \\ & \times \text{Proj. Domestic PAX for 1st Concession Year}) \\ & + (\text{QG per PAX for 1st Concession Year} \times 2 \\ & \times \text{Proj. International PAX for 1st Concession Year})) \times \frac{8}{12} \end{aligned}$$

- (b) From the end of the 4th Concession Year to a period which is six (6) months after the date of expiry of this Agreement, the Security Deposit shall be an amount equivalent to eight (8) months’ QMG for the fourth Concession Year (Determined on the basis of projected Passenger Traffic for the fourth Concession Year), to be deposited as Bank Guarantee or cash at least six months prior to completion of the 4th Concession Year or validity of BG already submitted in the first phase, whichever is earlier. The amount of BG can be worked out based upon the QG per PAX for fourth Concession Year and projected Annual Traffic for the fourth Concession Year based upon following formula:

$$\begin{aligned} \text{Amount of BG} = & ((\text{QG per PAX for 4th Concession Year} \\ & \times \text{Proj. Domestic PAX for 4th Concession Year}) \\ & + (\text{QG per PAX for 4th Concession Year} \times 2 \\ & \times \text{Proj. International PAX for 4th Concession Year})) \times \frac{8}{12} \end{aligned}$$

- (c) The Authority reserves the right to modify the definition of Security Deposit and enhance the same according to prevailing Authority policies and guidelines from time to time. The Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

7.1.2. Failure of the Concessionaire to provide and/or maintain the Security Deposit for the prescribed amounts in accordance with the provisions hereof, shall entitle the Authority to forfeit and appropriate the Security Deposit as damages, and to terminate this Agreement in accordance with Article 19.

7.2. Appropriation of Security Deposit

- 7.2.1. Upon occurrence of a Concessionaire Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant sums from the Concessionaire's Security Deposit. Upon such appropriation from the Security Deposit, the Concessionaire shall, within 15 (fifteen) days thereof, replenish the Security Deposit by the sum appropriated, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 19.
- 7.2.2. Upon the aforesaid replenishment (or furnishing of a fresh Security Deposit, as the case may be) and in the event of the Concessionaire not curing its default within a period of thirty (30) days, the Authority shall be entitled to appropriate relevant sums from the Concessionaire's Security Deposit, and to terminate this Agreement in accordance with Article 19. Further, the Authority shall be at liberty to invite fresh Bids at the risks and costs of the Concessionaire.

7.3. Release of Security Deposit

- 7.3.1. The Security Deposit referred to in this Article shall be refunded to the Concessionaire 180 (one hundred and eighty) days after the expiry / termination of this Agreement, subject to full and final settlement of any liabilities, claims, penalties, damages or outstanding dues that may be pending against the Concessionaire and vacant and peaceful hand over by the Concessionaire of the Concessionaire Managed Locations.

7.4. Method to deposit Security Deposit

- 7.4.1. The amount of Security Deposit to be furnished by the Concessionaire in the form of cash shall be deposited through Real Time Gross Settlement System (RTGS) to provide for real time inter-bank payment in favour of such account as may be prescribed by Authority from time to time.

8. ARTICLE - 8 [Concessionaire Managed Locations]

8.1. The Concessionaire Managed Locations

- 8.1.1. The Concessionaire Managed Locations Layout plan as in Schedule A would form integral part of this Agreement. Any changes during the currency of the Concession however would be regulated and governed in accordance with the definitions ascribed already in respect of those situations in the RFP. The license shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement in respect of Concessionaire Managed Locations comprising the approved Concessionaire Managed Locations Layout Plan.

8.2. License and Access

- 8.2.1. In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Access Date, license rights in respect of all the location(s) described at Clause 8.1 above, on an "as is where is" basis, free of any Encumbrances, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Concessionaire Managed Locations where these are located. It is expressly agreed and understood that the Authority shall have no liability whatsoever in respect of any expenditure incurred by the Concessionaire on or about these Concessionaire Managed Locations pursuant hereto in the event of termination or otherwise.
- 8.2.2. The Concession and license granted by this Agreement to the Concessionaire shall always be subject to existing rights of access of the Authority and the Concessionaire shall perform its obligations in a manner that Concessionaire Managed Locations are open for access and inspection at all times during the period of this Agreement.
- 8.2.3. It is expressly agreed that the Concession granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the Concession, upon the termination of this Agreement for any reason whatsoever.
- 8.2.4. The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the Concession granted hereunder at any time after the Concession Term has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Concessionaire consents to it being registered for this purpose.
- 8.2.5. It is expressly agreed that all building fixtures of the Concessionaire Managed Locations are and will remain the property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

8.3. Handover of the Concessionaire Managed Locations

- 8.3.1. On and after the respective Access Dates and until the transfer date the Concessionaire shall maintain a round-the-clock vigil over the Concessionaire Managed Locations and shall ensure and procure that no encroachment thereon takes place. However in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation

forthwith to the Authority and undertakes its removal at its cost and expenses.

8.4. Concessionaire Managed Locations to be free from Encumbrances

- 8.4.1. Subject to the provisions of Clause 8.3 above, the Concessionaire Managed Locations shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the use of such Concessionaire Managed Locations for the duration of the Concession Term, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Concessionaire Managed Locations shall not be deemed to be Encumbrances.

8.5. Protection of Concessionaire Managed Locations from encroachments

- 8.5.1. During the period of this Agreement, the Concessionaire shall protect the Concessionaire Managed Locations from any and all occupations, encroachments or Encumbrances, and shall neither place/create nor permit any other person or entity claiming through or under the Concessionaire to place/create any Encumbrance or security interest over all or any part of the Concessionaire Managed Locations or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easement, privileges, liberties and appurtenances to the Concessionaire Managed Locations shall not be deemed to be Encumbrances.

8.6. Access to the Authority and Independent Auditor

- 8.6.1. The Concession, access and right to the Concessionaire Managed Locations granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and an independent auditor and their employees and agents for inspection, viewing and exercise of their right and performance of their obligation under this Agreement.

9. ARTICLE – 9 [CONSTRUCTION OF STRUCTURES]

9.1. Obligations Prior to Commencement of Structures Installation Work

9.1.1. Prior to the development of the Concessionaire Managed Locations as per the approved Concessionaire Managed Locations Layout Plan, the Concessionaire shall -

- (a) Submit to the Authority a detailed program comprising of its installation methodology, time schedule and other details;
- (b) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of hardware installation under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- (c) make its own arrangements for sourcing of materials needed for the development of the Concessionaire Managed Locations under and in accordance with the Applicable Laws and Applicable Permits.

9.2. Conduct during Gestation Period

9.2.1. During the Gestation Period, the Concessionaire shall maintain, at its cost, the Concessioned Premises as may be necessary for the efficient progress of structures installation works which would be necessary for safe usage of the Airport by the Airport Users and conforms to Good Industry Practices. In the performance of its activities during the Gestation Period, the Concessionaire shall cause minimum interruption to the airport operations, provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Authority, which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring that its activities at the Concessionaire Managed Locations do not affect the safe and smooth operation of the Airport.

9.3. Construction of Structures at Alternate Concessionaire Managed Locations

9.3.1. In the event that the originally approved Concessionaire Managed Locations have to be shifted to the Alternate Concessionaire Managed Locations, the Concessionaire shall undertake the structure installation work at such Alternate Master Concessionaire Managed Location(s) in accordance with the provisions hereof.

9.4. Drawings

9.4.1. Within 30 (thirty) days of the Concession Fee Commencement Date of each location, the Concessionaire shall furnish to the Authority, a complete set of as-built drawings, in 4(four) hardcopies of A-1 size and in digital form or in such other medium as may be acceptable to the Authority, reflecting the Concessionaire Managed Locations as actually designed, engineered and constructed, including an as-built survey illustrating the layout of utilities such as electrical lines, water supply and infrastructural requirements such as drainage, fuel supply, ventilation, etc.

9.5. Construction of Concessioned Premises

9.5.1. On or after the Access Date, the Concessionaire shall undertake the construction works at the Concessioned Premises specified in Schedule A, and in conformity with Good Industry Practices. The Concessionaire agrees and undertakes that construction works shall be completed on or before

the expiry of Gestation Period.

- 9.5.2. In the event that construction works are not completed within the Gestation Period, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure the Authority shall be entitled to forfeit and appropriate the Security Deposit and terminate this Agreement in accordance with the provisions of Article 19 thereof.

9.6. Construction of Concessioned Premises at Alternate Concessionaire Managed Locations

- 9.6.1. For Alternate Concessionaire Managed Locations as may have been offered by the Authority and accepted by the Concessionaire, the Concessionaire shall undertake the construction works at such Alternate Concessionaire Managed Locations in accordance with the provisions thereof. The Concessionaire agrees and undertakes that construction works at Alternate Concessionaire Managed Locations shall be completed on or before the expiry of Gestation Period for such Alternate Concessionaire Managed Locations.
- 9.6.2. In the event that construction works are not completed within the Gestation Period for such Alternate Concessionaire Managed Locations, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate the Concession in respect of such Alternate Concessionaire Managed Locations.

10. ARTICLE-10 [CONCESSION FEE]

10.1. Concession Fee

10.1.1. In consideration for the grant of Concession, the Concessionaire shall pay to the Authority, a concession fee (the “Concession Fee”) in respect of the said Concessioned Premises in accordance with the terms and conditions of this Agreement.

- (a) **Monthly Concession Fee** for a particular Month shall mean Quoted Monthly Guarantee (QMG) or Base Revenue Share for the Month, whichever is higher.
- (b) **Annual Concession Fee** for a particular Concession Year shall mean Quoted Annual Guarantee (QAG) or Progressive Revenue Share for the Concession Year, whichever is higher.

10.2. Determination of Concession Fee

10.2.1. The Concessionaire agrees and undertakes that the Concession Fee to be paid each Month under this Agreement shall be the Quoted Monthly Guarantee (QMG) or the Base Revenue Share for the particular Month, whichever is higher, based on actuals.

10.2.2. At the end of each Concession Year, the Actual Total Passenger Traffic for a particular Concession Year is to be compared with the Projected Passenger Traffic for that Concession Year to determine the applicable slab of Progressive Revenue Share Percentage. Accordingly, Quoted Annual Guarantee (QAG) and Progressive Revenue Share shall be determined to arrive at Annual Concession Fees for a particular Concession Year. Higher of Quoted Annual Guarantee (QAG) or Progressive Revenue Share shall be Annual Concession Fees for a particular Concession Year.

10.2.3. If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is lower than the Annual Concession Fee, then the Concessionaire shall pay the differential amount within seven days of such notification by the Authority.

10.2.4. If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is higher than the Annual Concession Fee, then the differential amount shall be adjusted/ set-off against the next payment(s) to be made by the Concessionaire.

10.2.5. The Quoted Guarantee per Passenger (QG per PAX) is subject to annual escalation at the rate of 5%. In this regard, following is clarified:

- (a) For the first Concession Year, QG per PAX shall be the guaranteed amount per domestic passenger quoted by the Selected Bidder. For the first Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
- (b) For the second Concession Year, QG per PAX shall be the guaranteed amount per domestic PAX quoted by the Selected Bidder plus annual escalation thereon. For the second Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.
- (c) For the subsequent Concession Years, QG per PAX shall be the QG per PAX for immediate preceding year plus annual escalation thereon.

10.2.6. In respect of provision of additional space to the Concessionaire, adjustments to QMG and QAG

shall be in accordance to Clause 2.6 of this Agreement.

10.2.7. Provided that, at any stage during the Concession, the Quoted Monthly Guarantee and Quoted Annual Guarantee shall be pro-rata based on the following:

- (a) Proportion of the area of the locations for which the Concession Fee Commencement Date has occurred by the end of the respective Month.
- (b) For locations, for which the Concession Fee Commencement Date falls in the middle of the Month, the Quoted Monthly Guarantee (QMG) shall be further pro-rated based on the remaining number of days in the respective Month out of the total number of days in the Month.
- (c) For locations, for which the Concession Fee Commencement Date falls in the middle of the Concession Year, the Quoted Annual Guarantee (QAG) shall be further pro-rated based on the remaining number of Months in the respective Concession Year out of the total number of Months in the Concession Year.
- (d) Sample Illustration for determination of pro-rated QMG and QAG is given in Schedule N, for indicative purpose only.

10.2.8. Not later than the twenty-fifth (25th) day of each succeeding Month to the Month to which the billing pertains, the Concessionaire shall pay the Authority, the Monthly Concession Fee for the month to which billing pertains.

10.2.9. The Concession Fee is exclusive of any Taxes. All Taxes with respect to the Concession shall be borne by the Concessionaire and shall not be deducted from the Concession Fee paid to the Authority.

10.2.10. The Base Revenue Share for each Month shall be obtained by multiplying the Base Revenue Share Percentage with the Net Sales for such Month.

10.2.11. The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of QMG or QAG or other relief from the Authority or any Governmental Authority except in accordance with the express provision of this Agreement. For avoidance of doubt, as mentioned in Clauses 2.4.1 (c) and 2.4.1 (d) the Concessionaire agrees and acknowledges that variation (increase/decrease) in area of location(s) up to 10% (ten percent) shall not result in revision in the QMG or QAG.

10.3. Taxes

10.3.1. The Concession Fee paid by the Concessionaire to the Authority shall be exclusive of Taxes and all Taxes shall be paid over and above the Concession Fee. The payment of applicable Taxes in respect of the Concession Fee and any other Taxes applicable under Applicable Laws shall be the obligation of the Concessionaire and shall be borne by the Concessionaire at its own risks and costs. The Concessionaire shall remit the amount of GST in respect of use of the Concessioned Premises to the Authority along with the Concession Fee every Month. It is clarified that the Concessionaire shall pay the taxes except GST in respect of use of Concessionaire Managed Locations directly to relevant Governmental Instrumentalities which shall be over and above the Concession Fee/ Space Rent. Direct taxes including withholding tax on respective income shall

be borne by the respective parties.

10.4. Payment of Concession Fee

10.4.1. Except as expressly specified otherwise, the monthly payment of Concession Fee shall be made by way of direct transfer into the Authority's bank account as per the details states below:

10.4.2. Details of bank account:

- | | | |
|-----|--------------------------|---------|
| (a) | Account Name | - <◇> |
| (b) | Account Type | - <◇> |
| (c) | Bank A/c No. | - <◇> |
| (d) | Bank Name/Branch Address | - <◇> |
| (e) | IFSC Code | - <◇> |
| (f) | MICR Code | - <◇> |
| (g) | PAN No. | - <◇> |
| (h) | GST No. | - <◇> |
| (i) | NEFT/RTGS enabled | - <Yes> |

The Concessionaire shall, within seven (7) days of each Month end, provide the Authority with a statement (along with itemized sales report /statement) duly certified by head of finance of the Concessionaire, showing gross sales and Net Sales earned from the Concessioned Premises in the respective Month ("MIS Statement").

The Authority shall raise an invoice to the Concessionaire for Monthly Concession Fee, Space Rent and CAM Charges, in accordance with the terms and conditions of this Agreement, by 10th of the succeeding month to which billing pertains. Irrespective of receipt of any invoice from the Authority, the Concessionaire shall be bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th of the same month (i.e. the succeeding month to which billing pertains). Any delay in the aforementioned payments shall attract an interest on the delayed amounts at the rate of 9% per annum from the respective due date for up to 30 days of delay. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1 of the draft Concession Agreement.

For example:

- (i) For the month of October'2022, the Concessionaire shall provide the Authority with a statement (along with itemized sales report /statement) duly certified by head of finance of the Concessionaire, showing gross sales and Net Sales earned from the Concessioned Premises in October'2022 ("MIS Statement"), latest by 07.11.2022.

- (ii) The Authority shall raise invoice(s) in accordance with the terms and conditions of this Agreement by 10th of November'2022. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th day of November'2022 (i.e. the succeeding month to which billing pertains).

10.4.3. All payments towards Concession Fee, payable by the Concessionaire to the Authority, shall be in Indian Rupees and by way of electronic fund transfers through RTGS system.

10.5. Effect of Traffic variation on Concession Fee

10.5.1. The Concessionaire hereby acknowledges and agrees that there shall be no revision in Quoted Guarantee per Passenger (QG per PAX) on account of an increase/decrease in passenger traffic at the Airport in the normal course of business. However, the escalation as per Clause 10.2.5 shall prevail.

10.5.2. Rebate on account of non-closure of any related license (listed in RFP) or on account of non-provisioning of RFP earmarked space shall be granted to the Concessionaire equivalent to the applicable license fee of that particular concession. The term "particular concession" herein refers to the concession under reference, as defined in the RFP.

10.6. Verification of Net Sales

10.6.1. The Concessionaire shall maintain books of accounts in English in accordance with the Applicable Laws and in a manner acceptable to the Authority, showing the gross sales and Net Sales of the business conducted at the Concessioned Premises. The Concessionaire shall engage the services of an independent Chartered Accountant, at its own cost, for carrying out the quarterly audit of the accounts of the Concessionaire pertaining to Concessioned Premises, for the purpose of reconciliation of the Concession Fee paid by the Concessionaire with the Concession Fee payable on the basis of the audited statement.

10.6.2. For the purposes of determining the gross sales, Net Sales and the Monthly Concession Fee, the Concessionaire shall provide the Authority the MIS Statement not later than seven (7) business days after the end of every Month.

10.6.3. The Concessionaire shall also submit to the Authority, audited statement (in the format approved in writing by the Authority) from a Chartered Accountant on a quarterly basis (to be itemized monthly) showing Net Sales earned from Concessioned Premises at Concessionaire Managed Locations, not later than thirty (30) days after the end of each quarter (or part thereof where applicable) of a Concession Year.

Note: Concessionaire to ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].

10.6.4. Upon reconciliation of the accounts, where it is found that the Net Sales as declared by the Concessionaire are lower than the audited Net Sales, resulting in the Concessionaire having paid a lower Concession Fee, the Concessionaire shall be liable to pay the difference between the Concession Fee paid and the Concession Fee due and payable on the basis of actual audited Net Sales ("Deficit Amount") along with an interest at the rate of 9% per annum for delay up to thirty

(30) days and if the delay is more than thirty (30) days than interest at the rate of 18% per annum shall be charged for the entire delayed period on such Deficit Amount. Such interest shall be calculated from the due date for payment of such Concession Fee up to the date of payment of such Deficit Amount. The Concessionaire shall deposit such Deficit Amount including interest thereon within fifteen (15) days from the date of such quarterly reconciliation. However, if upon such reconciliation it is found that the Net Sales declared by the Concessionaire is higher than the actual audited Net Sales, resulting in the Concessionaire having paid a higher amount of Concession Fee, such excess payments made by the Concessionaire shall be carried forward and set off against amounts due and payable by the Concessionaire in the succeeding installment of the Concession Fee. The Authority shall not be liable to pay any amounts towards interest on such payments.

10.7. Electronic Point of sale (EPOS)

- 10.7.1. The Concessionaire shall, at its own cost, install, operate and maintain a computerised, tamperproof electronic point-of-sale (EPOS) billing and inventory system which shall capture real-time online billing and other information for all transactions/ sales at Concessioned Premises. The Concessionaire shall ensure that the EPOS system is fully operational at each location over the entire Concession Term. The Concessionaire shall ensure that the EPOS system installed is capable of meeting the requirements as specified in Schedule K of this Agreement.
- 10.7.2. The Concessionaire shall abide by such rules and regulations as may be determined by the Authority from time to time regarding the interface of Authority's host system and the Concessionaire's EPOS terminals.
- 10.7.3. The Concessionaire shall permit the Authority's authorized officers to inspect the EPOS terminals at the Concessionaire Managed Locations at any time.
- 10.7.4. Manual billing shall be strictly prohibited and close monitoring will be done by the Authority. The Authority may also engage a third party vendor to carry out process audits and/or mystery audits at the Concessionaire Managed Locations.
- 10.7.5. POS software used by the Concessionaire should meet industry standards with provision to capture data from boarding passes & passports for all Concessions operating in SHA. Accounting software are not permitted for billing.
- 10.7.6. The Concessionaire will inform if a web-based POS is used or data is transmitted centrally from their head office systems and agree on the architecture for data capture accordingly.
- 10.7.7. Inform AAI Commercial and vendor team immediately if and resolve the issue within one day (24 hours) of its occurrence, else penalty will be levied upon:
 - (a) There is a Network Breakdown
 - (b) POS Software Problems
 - (c) POS Software update
 - (d) POS Hardware Problems
 - (e) Change of POS Hardware or Software.
- 10.7.8. The Concessionaire should report the following details in real time daily:
 - (a) Daily Sales Transactions by Concessionaire

- (b) Category wise Sales by Concessionaire and by outlet
- 10.7.9. The below minimum reporting requirements should be capable of being run using and not limited to the following parameters:
- (a) Product / category/brand/supplier
 - (b) Outlet / POS Machine ID
 - (c) Date / period Boundaries and Ranges (Hour, day, PTD, MTD, YTD and yearly)
 - (d) Time of Sale / Ranges
- 10.7.10. The solution shall have the capability of exporting reports to other formats that shall include but not be limited to Excel, PDF, CSV and HTML.
- 10.7.11. The Authority may appoint a third party engineer to audit the Licensee's EPOS terminals, from time to time. The Concessionaire shall keep the audit rolls of its EPOS terminals and upon request by the Authority submit to the Authority such audit rolls.
- 10.7.12. The Concessionaire shall obtain the approval of the Authority for any relocation of the EPOS terminals and to bear the cost of such relocation.
- 10.7.13. The Concessionaire shall ensure that EPOS terminals as used by the Concessionaire shall fulfil the Authority's passenger data requirements and such further requirements as may be ascertained by the Authority from time to time. The cost of EPOS would be borne by the Concessionaire/ the proposed vendor (licensee) needs to provide the hardware and network architecture of the proposed solution.
- 10.7.14. The Concessionaire shall allow all sales data and information at each of the EPOS terminals to be transmitted to the Authority's host system in a hard copy on daily basis for audit purpose.
- 10.7.15. The Authority shall appoint a third party engineer to Audit the infrastructure and audit the rolls of the Concessionaire's EPOS terminals from time to time. The Authority shall have the right to take action on those Concessionaires doing direct billing without entering the data into the EPOS system (issuing manual receipt without a genuine cause).
- 10.7.16. The Authority shall ensure that the EPOS software that has been supplied has the capability of addressing the following business scenario.
- (a) Single POS
 - (b) Master Slave System (One machine would act as a master machine for conciliating the data of the sale).
 - (c) Client Server based system.
- 10.7.17. The Concessionaire shall not share the data available within the EPOS with any third party except as required under any applicable laws.
- 10.7.18. In case of any dispute on the uptime of the machines the data from the manageability solution by the Authority shall be relied upon.
- 10.7.19. The Concessionaire shall submit a monthly MIS to the Authority for any return of goods. The Concessionaire agrees that it shall not be allowed to receive any goods, any manual upload of stocks or goods returned or any manual entry of stocks depletion during the time any technical

/power/ manual failure/ planned downtime is subsisting.

10.7.20. The Concessionaire further agrees that cost of all the consumables such as the cost of UPS batteries printer heads, supplies, stationery and consumables shall be borne by the Concessionaire.

10.7.21. The Authority reserves the right to install its own EPOS during the Concession Term.

10.7.22. Automatic Sales Reporting

The Concessionaire agrees to provide the Authority an automated sales capture along with SKU from recommended STANDARD POS software by integration methods specified by the Authority that allows near real time capture of required data. Sales report will be generated automatically by the method of capture which will be integration and print.

10.7.23. In order to facilitate this mechanism, the Concessionaire undertakes to:

- (a) Install at its own cost Point of sale system compatible to such specified Integration methods.
- (b) Provide on demand all details of the software, its supplier, software solution POS and POS back end package being used by the Concessionaire to the Authority.
- (c) Give its irrevocable consent to the Authority to appoint an EPOS consultant or a software consultant to implement the process of tracking accurate sales data through a free and uninterrupted real time connectivity from the Concessionaire's POS to the licensor's servers. Also, the cost of integration of Concessionaire's EPOS (recurring and / or non-recurring cost) with the Authority's server shall be borne by the Concessionaire only.
- (d) Render complete support and full cooperation to the Authority and its EPOS consultant or the software consultant.
- (e) To obtain all required approvals from its software supplier and implement this process.
- (f) Allowing the Authority to install through its appointed EPOS consultant, an integration service with the Concessionaire's POS software, such that the POS is capable of allowing data capture automatically to the Authority.
- (g) In case the standard POS system does not exist with the Concessionaire or POS system not competent to adhere the data capture mandate by the Authority, the Concessionaire shall accept the use of POS provided by the EPOS consultant at a subsidized price and continue the use of this POS during its tenure. Billing to be processed only through the provided POS system.
- (h) The number of POS systems available at the stores to be declared to the commercial department of the Authority or to the appointed EPOS consultant and ensure its integration with the EPOS data capture process. Undeclared POS used will result in breach of agreement and its consequences.
- (i) Concessionaire to promptly declare POS system/systems used at the store to the Authority.
- (j) No manual billing practiced at the stores, under circumstances of breakdown or unavoidable outage the Concessionaire to seek immediate approval from Authority for such temporary manual billing option with assurance to pass the manual data in the POS software immediately on resolution of breakdown.

- (k) Use of accounting software as a replacement for POS billing by the licensee is strictly not allowed.

10.7.24. Other details in respect of EPOS compliance requirements is placed in Schedule K of this Agreement.

11. ARTICLE -11 [OPERATIONS AND MAINTENANCE]

11.1. Operations and Maintenance

- 11.1.1. The Concessionaire shall use the Concessionaire Managed Locations for the sole purpose of designing, fit-out, financing, development, marketing, operating, maintaining and managing Concessioned Premises(s) and managing the Service Areas and Seating Areas, if any, and shall at all times ensure that the Concessioned Premises(s) are designed and developed in accordance with Good Industry Practices, standards and specifications and operated to international standards in line with the image of the Airport as envisaged by the Authority and any instructions issued by the Authority in this regard. The Concessionaire shall be allowed to serve a wide range of items which are covered under Retail Items or as approved in writing by the Authority.
- 11.1.2. The Concessionaire shall ensure that the range of Retail Items offered at the Concessioned Premises are driven by current and emerging passenger mix and other relevant factors and shall, prior to the commencement of operations at the Concessioned Premises, intimate the Authority with respect to the Retail Items offered for sale by the Concessionaire.
- 11.1.3. The Concessionaire, subject to the provisions of this Agreement, agrees to operate the Concessioned Premises efficiently and offer for sale from the Concessioned Premises a wide variety of good quality items to meet the demand of the Airport Users at all times and comparable to the range available at the comparable airports in the neighbouring locations of the Airport.
- 11.1.4. The Concessionaire hereby acknowledges and agrees that it shall obtain all requisite Applicable Permits from competent authorities at the Concessionaire's own cost and shall prior to the commencement of operations of the Concessioned Premises apply, pay for and comply with the conditions of all Applicable Permits or Applicable Laws and shall submit copies of all such Applicable Permits to the Authority.
- 11.1.5. The Concessionaire has also, prior to commencement of operations of the Concessioned Premises, obtained the relevant permissions, No objection certificates (NOC) and shall, if required, also satisfy such other conditions/clearances required for operating the Concessioned Premises and shall submit copies of the same to the Authority.
- 11.1.6. The Concessionaire shall maintain and keep in force all requisite Approvals (including such permits as set out under Clauses 11.1.4 and 11.1.5 above) and comply with all Applicable Laws and statutory rules and guidelines laid down by competent authorities, including without limitation, any rules and regulations framed under Shops and Establishments Act, Factories Act, Industrial Disputes Act, Minimum Wages Act, etc. as may be applicable to the Concessionaire and any operational guidelines laid down by the Authority from time to time.
- 11.1.7. The Concessionaire shall obtain requisite utility connections from the connection points, as advised by the Authority and shall install its own metering devices. All metering devices shall be tested and calibrated to the satisfaction of the Authority.
- 11.1.8. The Concessionaire shall widen and improve the variety of Retail Items sold at the Concessioned Premises when the items offered for sale at the Concessioned Premises are in the opinion of the Authority inadequate and/or of poor quality and must include such items as the Authority may specify in writing to the Concessionaire if in the opinion of the Authority such items are in

demand.

- 11.1.9. The Concessionaire shall not offer or engage in any other business at the Concessionaire Managed Locations except providing the Services set out in this Concession.
- 11.1.10. The Concessionaire shall also ensure, at all times, that there are adequate quantities of Retail Items at the Concessioned Premises set up, operated, maintained and managed by the Concessionaire so as to meet the needs of the Airport Users.
- 11.1.11. The Concessionaire shall plan and monitor stock levels of all Retail Items in the Concessioned Premises to ensure that they are available at all times and the Concessionaire shall keep the Authority informed of any anticipated out-of-stock situation. The Concessionaire shall also produce and provide stock reports on the availability or non-availability of all items for sale in the Concessioned Premises upon the Authority's request, in the format approved by the Authority and to submit such reports within 14 (fourteen) days from the Authority's request.
- 11.1.12. The Concessionaire shall comply in all respects at his own cost with the provisions of all statutes and by-laws and regulations made thereunder and all rules and requirements made or prescribed by any competent authority relating to public hygiene including but not limited to housekeeping, maintenance and cleanliness. In the event of any complaint, the Concessionaire shall take such necessary and immediate action as may be required to satisfy the complaint.
- 11.1.13. The Concessionaire shall commence the operation of the Concessioned Premises at least three hours prior to the first scheduled arrival/departure of flights at/from the Airport in a day and shall close the operations only after a duration of 60 minutes has elapsed since arrival/departure of the last flight at/from the Airport, in a day. The Concessionaire shall maintain operations of the Concessioned Premises in each of the 365 days in a year in order to provide a high level of service for the convenience of the Airport Users, unless instructed otherwise by the Authority in writing.
- 11.1.14. The Concessionaire shall at all times ensure that items offered from the Concessioned Premises meet quality, hygiene and service standards as per Good Industry Practices and at all times comply with the same.
- 11.1.15. The Concessionaire shall keep the Concessionaire's nameplate and other commercial signboards within the Concessionaire Managed Locations to the minimum size, subject to the approval of the Authority.
- 11.1.16. The Concessionaire shall indicate prominently the net selling prices and applicable GST/Taxes of all items for sale in the Concessioned Premises for perusal by customers and shall not impose a minimum spending requirement on any customer.
- 11.1.17. The Concessionaire shall accept major credit cards/debit cards and e-wallets as a means of payment and not add any surcharge to the price nor impose a minimum spending requirement when credit cards are offered as a means of payment. All sales transactions shall be accompanied by issue of electronic sales receipts to customers.
- 11.1.18. All sales in relation to Retail Items and any other items as maybe sold at the Concessioned Premises shall be in a currency as prescribed by Central Board of Excise & Customs, Ministry of Finance, GoI or such competent authority.
- 11.1.19. The Concessionaire shall employ adequately qualified and trained staff/personnel and in such numbers as is required to achieve optimum service levels and to keep the order processing time

to the minimum, who shall represent the Concessionaire on a full-time basis and be available during business hours to ensure the smooth and efficient operation of the Concessioned Premises at the Airport.

- 11.1.20. The Concessionaire shall employ only well-trained persons of integrity after carrying out proper security verification acceptable to the Authority and shall ensure that they are attired in uniforms, bearing nametags or other identification badges. Where the Authority so requires, the Concessionaire shall provide such particulars in relation to its employees/staff as may be required by the Authority including but not limited to police verification certificates, the name, parentage and residence of the employee, and the Authority shall be at liberty to forbid the employment of any person whom the Authority considers undesirable. The persons employed by the Concessionaire should reasonably be able to understand and converse/ communicate, among others, in English and Hindi languages, in addition to the official language of the State in which Airport is located.
- 11.1.21. The Concessionaire shall provide, engage and employ and shall be solely responsible for all such experienced and competent personnel as may be necessary for operating and managing the activities and, otherwise, for the proper observance and performance of all of its obligations and liabilities hereunder including compliance with all labour laws like the Industrial Disputes Act, Workmen's Compensation Act, etc., and shall provide the employees and/or personnel with such benefits as may be prescribed under the Applicable Laws. The Authority shall, in no event be held liable for any claims of the employees and/or the personnel of the Concessionaire at any time.
- 11.1.22. The Concessionaire shall suspend from employment and/or suspend the services of such employees and/or personnel who may be suffering from any contagious or infectious disease or is not suitably attired or prohibited to be employed under the provisions of Applicable Law.
- 11.1.23. The Concessionaire shall ensure at all times that its employees/personnel shall comply with the guidelines as regards the access to the Concessionaire Managed Locations as may be laid down by the Authority from time to time.
- 11.1.24. It is hereby clarified that any or all of the Concessionaire Managed Locations may fall under security area and the ingress and egress to the area may be monitored and regulated by Bureau of Civil Aviation Security or any Governmental Authority or its authorized representatives. The Concessionaire shall, at its own risk and cost obtain and maintain the necessary security clearance/ Airport Entry Permits (AEPs) for the Concessionaire and its employees/personnel (employed at the Concessionaire Managed Locations) from the Bureau of Civil Aviation Security (BCAS) or any Governmental Authority or its authorized representatives at its own cost and risk and the Authority may assist and co-operate with the Concessionaire for obtaining the necessary Airport Entry Permits (AEPs). However, the Authority shall not be responsible in the event BCAS refuses to grant clearance to the Concessionaire or its employees/personnel. The Concessionaire shall be liable and responsible for planning the movement of its goods to ensure problem free and uninterrupted operations.
- 11.1.25. The Concessionaire shall be responsible for producing all documents required by any Governmental Authorities with respect to the obtaining security clearances and airport entry passes.
- 11.1.26. The Concessionaire shall, at its own risk and cost, obtain and maintain necessary approvals and

clearances of security program from the Bureau of Civil Aviation Security (BCAS) or any Governmental Authority or its authorized representatives, and any other clearance as may be notified from time to time.

- 11.1.27. The Concessionaire may, subject to the Authority's prior written approval, advertise the brand or, Retail Items offered by the Concessionaire at the Concessionaire Managed Locations by way of pictures and/or printed material that are not objectionable or prohibited by Applicable Laws. However, the Concessionaire shall not carry out any kind of third party advertisement or advertise brands and items that are not offered by the Concessionaire at the Concessionaire Managed Locations. The Authority reserves the right to remove any such third party advertisement displayed by the Concessionaire at the Concessionaire Managed Locations and/or any advertisement (including the advertisement of any brands/ Retail Items offered by the Concessionaire at the Concessionaire Managed Locations) displayed by the Concessionaire at any part of the Airport premises (excluding the Concessionaire Managed Locations) without obtaining the prior written approval of the Authority and the Concessionaire waives any claims in respect thereof.
- 11.1.28. The Concessionaire shall intimate the Authority about any promotional programme launched at the Concessioned Premises and shall also obtain prior written approval of the Authority for all temporary or additional furnishings, fittings, counters and decorations to be used for such promotions.
- 11.1.29. The Concessionaire shall participate in all sales promotion programmes and support any Airport publications, publicity materials and any other marketing activities that are organized by the Authority to promote sales and generate publicity and awareness about the Airport. The Concessionaire shall participate in the Airport shopping web pages on the internet as the Authority may require.
- 11.1.30. The Concessionaire shall, at the instructions of the Authority, participate in any promotional activity of a Governmental Authority, intended for distribution and/or dissemination of any public service message.
- 11.1.31. The Concessionaire shall incorporate new and innovative retail concepts which will enhance and differentiate the experience for Airport Users at the Concessioned Premises.
- 11.1.32. The Concessionaire agrees to liaise, consult and coordinate with all other authorized parties undertaking related works at the Airport and agrees to plan, review and determine coordinated activities for management of interfaces with the other related works at the Airport.
- 11.1.33. The Concessionaire shall permit the Authority or any of its authorized agent at all reasonable times to enter upon the Concessionaire Managed Locations for the purpose of viewing the condition of the Concessionaire Managed Locations.
- 11.1.34. The Concessionaire agrees and acknowledges that the Concessionaire shall, at all times, comply with the service standards as may be prescribed by the Authority.
- 11.1.35. The Concessionaire undertakes to take part in, and extend its fullest cooperation to, any compliance checks as may be conducted by the Authority from time to time, to check, verify, uphold and ensure the standard of quality of Services provided by the Concessionaire.
- 11.1.36. The Concessionaire shall ensure that, all contracts, agreements or arrangements as may be entered

into with any third party shall be on an arms-length basis.

11.2. Prohibitions

- 11.2.1. The Concessionaire shall not sell, exhibit or display any goods or services of any description other than the Retail Items. The Concessionaire shall not use, display or distribute any publicity material including pamphlets, brochures, leaflets, price lists, etc. not directly related to the Concession and the decision of the Authority in this regard shall be final and binding on the Concessionaire.
- 11.2.2. The Concessionaire shall not store, stock, exhibit or sell any item which are repugnant to the public order, decency or morality. The Concessionaire shall not permit or suffer the Concessionaire Managed Locations or any part thereof to be used or occupied as a place for lodging, storage, dwelling or sleeping, auction, gambling or any unlawful purpose or any other purpose not in consonance with the purposes for which the Concession is granted.
- 11.2.3. The Concessionaire shall not make any alterations or additions to the Concessionaire Managed Locations or any part thereof without the prior written consent of the Authority except as may be contemplated under the approved Concessionaire Managed Locations Layout Plan. The Concessionaire shall not put up or permit to put up any mezzanine floor, loft, cellar or gallery at any of the Concessionaire Managed Locations.
- 11.2.4. The Concessionaire shall not put up or permit to be put up on any exterior part of the Concessionaire Managed Locations or in or upon the windows, doors or glass panels, any curtains, banners, placards, posters, signs or other advertisements whatsoever without the prior consent in writing of the Authority and at the request of the Authority or its agents, to remove any of such items inside the Concessionaire Managed Locations to which the Authority may object and at the end of the Concession Term to remove all such items put up by the Concessionaire at the Concessionaire Managed Locations and make good all damage caused by their removal.
- 11.2.5. The Concessionaire shall not damage or tamper any part of the Concessionaire Managed Locations such as the walls, beams, columns, ceiling and floor or suffer or permit the same to be done except for carrying out needful repairs as approved by the Authority and not to interfere or permit any interference to be made with the electrical wirings or fittings at the Airport.
- 11.2.6. The Concessionaire shall not place any furniture or objects/partitions that may obstruct access to electrical distribution boards, ventilation ducts and rooms and fire hydrants/fire extinguishers. The height of objects/partitions shall not exceed three (3) metres when measured from the floor.
- 11.2.7. The Concessionaire shall not install or suffer to be installed in the Concessionaire Managed Locations any electrical lamp, equipment or appliance which is likely to overload the electrical wiring or cabling of the Airport or to cause radio interference equipment which may cause radio interference.
- 11.2.8. The Concessionaire shall not engage itself, its employees or agents or through any other person in any form of touting or disparagement of the goods/services of other concessionaires of the Authority and shall ensure that, its employees, contractors, subcontractors, consultants, agents, suppliers, visitors and invitees, and their respective employees shall, at all times whilst they are at or in the vicinity of the Airport act for the sole purpose of performing and observing the Concessionaire's obligations and liabilities under this Agreement, or reasonably ancillary to those purposes.
- 11.2.9. The Concessionaire shall not do or permit or suffer to be done at the Concessionaire Managed

Locations anything which may be or become a nuisance, annoyance, inconvenience or disturbance to the Authority or to any of the Authority's concessionaires or occupiers of any adjoining or neighbouring premises or visitors to the Airport.

- 11.2.10. The Concessionaire shall not leave any waste materials or other refuse, in or near the Concessionaire Managed Locations at any time and waste materials or other refuse shall be removed with extreme care and shall be disposed-off in accordance with the Authority's directions immediately at such places as may be designated by the Authority and not any other places within the Airport.
- 11.2.11. The Concessionaire shall, at all times, comply with all BCAS guidelines as may be applicable to its operations at the Airport. The Concessionaire acknowledges that in case any of the Concessionaire Managed Locations falls under the Security Hold Area (SHA) of the Airport then it shall comply with the BCAS guidelines that classify certain items such as weapons, explosives etc. as prohibited items which no person is allowed to carry to the security hold area.
- 11.2.12. The Concessionaire shall not store at any time explosives, petroleum, spirit or other highly inflammable substance and noxious or objectionable smokes, fumes, gases, vapours or odours at the Concessionaire Managed Locations.
- 11.2.13. The Concessionaire shall not enter into a collective association with other concessionaires of the Authority, for any purpose whatsoever, and the Authority shall not be bound to recognize such an association.

11.3. General

- 11.3.1. The Concessionaire shall at all times observe and conform with all such rules, regulations and directions as may be imposed on the Concessionaire by the Authority from time to time for the management and administration of the Airport or under any Applicable Laws and at all times ensure that all employees / contractors or agents of the Concessionaire observe and comply with all Applicable Laws and all such rules, regulations and directions as may be imposed by the Authority from time to time.
- 11.3.2. The Concessionaire shall at all times observe and conform with the policy on operations & maintenance practices (annexed as Schedule J hereto) and policy on customer services (annexed as Schedule H hereto).
- 11.3.3. The Concessionaire shall make all practicable and proper precautions and use all reasonable means for the prevention of fire to the satisfaction of the Authority and in particular, shall not block up or obstruct any fire exit or access to fire equipment.
- 11.3.4. The Concessionaire shall notify the Authority of any dispute that arises or is threatened against the Concessionaire or the Authority and/or the Airport, the adverse outcome of which might have a material adverse effect on Concessionaire or the Authority or the Airport or any of the Airport operations and/or services.
- 11.3.5. In the event of an emergency or security screening of the Concessionaire Managed Locations, the Concessionaire shall keep open and make available the Concessionaire Managed Locations for such security checks or inspection and to station a representative at the Concessionaire Managed Locations until the security check or inspection is over.
- 11.3.6. The Concessionaire shall close any entrances or openings of the Concessionaire Managed

Locations leading to the airside of the Airport which the Authority deems necessary to be closed for security reasons.

- 11.3.7. The Concessionaire shall be responsible for maintaining the security of the Concessionaire Managed Locations.
- 11.3.8. The Concessionaire shall furnish the necessary documents and provide the necessary certification in relation to any of its electrical connections, or any other connections, in such formats as may be provided by the Authority.
- 11.3.9. The Concessionaire shall notify the Authority of any event whenever a person in employment of the Concessionaire and deputed at the Concessionaire Managed Locations, is suffering from or suspected to be suffering from or convalescing from any infectious disease.
- 11.3.10. The Concessionaire shall deposit the duplicate keys of the Concessionaire Managed Locations with the Authority.

11.4. Capital Expenditure for setting up of the Concessioned Premises:

- 11.4.1. The Concessionaire agrees that the Concessionaire shall incur all capital expenditure in relation to the designing, fit-out, financing, development, marketing, operating, maintaining and managing of the Concessioned Premises as more particularly set out in Schedule E herein. The Concessionaire covenants and undertakes to utilize such amounts as represented in the capital expenditure plan provided in Schedule E, to be incurred for the aforementioned purpose and in accordance with the Design Guidelines. The Concessionaire's obligations to incur capital expenditure shall commence from the Access Date for the Concessioned Premises and shall expire on the expiry of the Concession Term.
- 11.4.2. The Concessionaire agrees and acknowledges that as and when required by the Authority, Concessionaire shall submit to the Authority, the evidence of any capital expenditure incurred by the Concessionaire. The Concessionaire further agrees that the Authority shall have the right to inspect and audit either itself or through an independent firm appointed by the Authority, the inventory and other details of the assets (movable and immovable) of the Concessionaire, at any time whatsoever and at the cost of the Concessionaire.
- 11.4.3. The capital expenditure plan proposed in Schedule E shall be no less than Rs.25,000/- (Twenty five thousand) only per sq.mt of floor area of location during phase-1 and no less than Rs.15,000/- (Fifteen Thousand) per sq.mt of floor area location during phase-2. The above per sq.mt amount is separately applicable to each area of the outlet vis-à-vis sitting area, billing counter etc.

The concessionaire shall develop minimum 60% of Concessioned Premises within one year from the Concession Term commencement date.

The concessionaire shall develop minimum 75% of Concessioned Premises within two years from the Concession Term commencement date.

The concessionaire shall develop minimum 85% of Concessioned Premises within three years from the Concession Term commencement date.

However, irrespective of development/ non-development of Concessioned Premises (though AAI to provide / handover the entire concessioned Premises) , the "Concession Fee Commencement

Date” for each location shall mean the 61st day from Gestation Period Commencement Date or the commencement of the business, whichever is earlier, unless extended by the Authority.

- 11.4.4. It is further clarified that the Concessionaire shall carry out the fit-out, maintain and operate the Service Area(s) as per the Authority’s instructions to service the Concessioned Premises, subject to compliance with the Applicable Laws.
- 11.4.5. The Concessionaire shall, in addition to the other obligation for reporting under this Agreement, submit within fifteen (15) days of the expiry of the Concession Term a list of all equipment and assets of the Concessionaire and the written down value of each such equipment and asset.
- 11.4.6. All addition and alteration works, renovations, development and installation works at the Concessionaire Managed Locationsshall in no way affect the functioning or efficiency of existing fire protection systems and means of escape, on the Authority’s property or at the Airport, and shall be in complete compliance with the Authority’s instructions. Any work, in regard to these, that may generate sparks, open flame or create high temperatures requires the prior written approval of the Authority. The approval will be subject to the condition that all fire safety requirements are met. If, in the Authority’s opinion, the Concessionaire has failed to comply with any fire safety requirements and recommendations, the Concessioned Premises shall be closed forthwith or shall remain closed, until all fire safety requirements and recommendations are fully met. All payments due to the Authority by the Concessionaire under this Agreement shall continue to accrue and the Concessionaire shall have no compensation from the Authority. The Concessionaire shall be allowed up to 14 (fourteen) days to rectify all such non-compliances, failing which the Authority shall carry out the necessary rectification works and the Concessionaire shall bear all costs and expenses without compensation or set off.
- 11.4.7. During the period of this Agreement, the Concessionaire shall, at its own costs, put up proper barricade with appropriate signage in compliance with the Authority’s directions and requirements before commencing any renovation/ installation work at the Concessionaire Managed Locationsand shall ensure that the barricade with appropriate signage is not removed until such work is completed.
- 11.4.8. If the barricade with appropriate signage required by the Authority is not put up by the time renovation work commences, the Authority may at its option put up such barricade with appropriate signage at the cost and expense of the Concessionaire which cost and expense shall be paid to the Authority on demand.
- 11.4.9. The Concessionaire shall be solely responsible for compliance with the law for purposes of display/ signage. The Authority shall not be solely responsible for any governmental action preventing the Concessionaire to use certain or all types of display/ signage.
- 11.4.10. The Concessionaire shall also be solely responsible to pay any charges, taxes, cess or levies that any competent authority may impose on putting up signage within or outside the Concessioned Premises.
- 11.4.11. The Concessionaire shall, if so provided by the Authority and accepted by the Concessionaire under the terms of this Agreement, be required to fit-out, maintain and operate any Service Area(s) as may be provided, and the same shall be done in accordance with such directions as may be issued by the Authority from time to time.
- 11.4.12. The Concessionaire shall not undertake construction of structural nature in the Concessionaire

Managed Locations without prior written approval of the Authority. If approved by the Authority, any such construction shall be in complete compliance with the Authority's instructions. Any structural damage to the Concessionaire Managed Locations caused by the Concessionaire, regardless of any approval by the Authority, shall be promptly repaired by the Concessionaire, to the satisfaction of the Authority. In the event the Concessionaire fails to do so, the Authority shall repair such damage and the cost thereof shall be borne by the Concessionaire and shall be paid by the Concessionaire to the Authority.

11.4.13. The Concessionaire shall, if required by the Authority, submit to the Authority an audited account of the capital expenditure incurred by the Concessionaire for the purpose of setting up, developing, decorating and furnishing the Concessioned Premises to bring the business of the Concessionaire to a first-class standard commensurate with the image of the Airport, within one (1) month of such request.

11.4.14. The Concessionaire shall install, at the Concessionaire's expense, and subject to the Authority's approval, a security system at the locations.

11.5. Maintenance, Repair and Cleanliness

11.5.1. At all times during the period of this Agreement, the Concessionaire shall at its own cost and expense, keep the Concessionaire Managed Locations including all fixtures, signboards and all additions thereto and an area of up to 2 meters around the periphery of the Concessionaire Managed Locations clean and in hygienic condition, abide by such directions as may be given by the relevant authorities and do all repairs and work necessary to put and keep them in such repair and condition and shall maintain a high standard of cleanliness acceptable to the Authority.

11.5.2. The Concessionaire shall ensure that the state of maintenance of the Concessionaire Managed Locations is of a high standard as required by the Authority and shall submit reports on the state of maintenance of the Concessionaire Managed Locations as and when requested by the Authority. The Concessionaire shall engage qualified cleaning, pest control and maintenance contractors, which appointment shall be subject to the approval of the Authority, to ensure that the state of maintenance of the Concessionaire Managed Locations is of a high standard as required by the Authority and to submit reports on the state of maintenance of the location and adjoining area as and when requested by the Authority. If the Concessionaire fails to do so, the Authority may at its discretion get the Concessionaire Managed Locations cleaned and maintained and the cost thereof shall be borne by the Concessionaire and shall be paid by the Concessionaire to the Authority.

11.5.3. The Concessionaire shall seek the approval of the Authority for all development, mechanical and electrical works to be carried out in any of the Concessionaire Managed Locations. All such works and installation shall be maintained in a state of good repair at all times, to the full satisfaction of the Authority.

11.5.4. The Concessionaire shall ensure that the surrounding area of the Concessionaire Managed Locations are also kept free of any litter originating from the Concessionaire's business and shall comply with the Authority's direction to either increase the number of cleaners or take other appropriate measures to improve the situation in the event that the state of cleanliness in the surrounding area is deemed unsatisfactory by the Authority.

11.5.5. The Concessionaire shall clean any spillage and stains at and around the Concessionaire Managed

Locations immediately. If the Concessionaire fails to do so, the Concessionaire shall permit the Authority or its agent or contractor to clean the spillage and stains and the cost thereof shall be borne by the Concessionaire and shall be paid by the Concessionaire to the Authority.

- 11.5.6. The Concessionaire shall permit the Authority, its agents or any other parties as the Authority deems fit to enter upon the Concessionaire Managed Locations or any other part thereof, at all reasonable times, for the purpose of viewing the state of repair and condition of the Concessionaire Managed Locations or of taking stock of inventories of the Authority's fixtures and fittings. The Concessionaire shall engage a pest control contractor approved by the Authority to provide regular inspections of the Concessionaire Managed Locations, and to immediately rid the Concessionaire Managed Locations of all pests, mosquitoes, rodents, flies, ants, cockroaches etc. The Concessionaire must ensure that the state of the Concessionaire Managed Locations is pest-free and controlled to a standard as required by the Authority. The Concessionaire shall comply with the Authority's direction to take appropriate measures to improve the situation in the event that the state of pest control in the Concessionaire Managed Locations is deemed unsatisfactory by the Authority.
- 11.5.7. The Concessionaire shall keep all stocks neatly packed in sacks and stacked in the store room. The items on the top shelf must have a minimum separation of 500mm from the ceiling to deprive rodents, if any in the ceiling, an easy access to the store room. The bottom shelves should be kept at least 200mm from the floor and the space below these shelves should be kept free and clean at all times to facilitate inspection for signs of rodents' presence.
- 11.5.8. The concessionaire shall engage a professional waste maintenance contractor approved by the Authority to clean the waste pipes serving the locations up to the main and common waste line, once every six months commencing from the date of operation at the location till the expiry of the concession term. The Authority will only be responsible for the maintenance of the main and common waste line.
- 11.5.9. The concessionaire shall be responsible for the water proofing of kitchen floor including its effectiveness and maintenance.
- 11.5.10. The concessionaire shall install a portable Grease Interceptor to prevent oil or grease from discharging into the sewer system and to carry out daily cleaning of the portable grease interceptor. All grease and oil collected shall be properly disposed of. The concessionaire shall further maintain such a portable Grease Interceptor. In the event that the concessionaire fails to maintain the said portable Grease Interceptor to standards as expected by the Authority, then the Concessionaire shall permit the Authority's contractor to clean the spillage and stains and the cost thereof shall be borne by the concessionaire and shall be paid by the concessionaire to the Authority.
- 11.5.11. The concessionaire must keep the Concessioned Premises clean at all times, cleaning up spilled food/drinks, proper disposal of leftover food/drinks and no food/drinks should be left exposed overnight. All utensils and crockery should be washed at the end of the day. Any missing ceiling boards must be replaced and any gaps between floor and door should not exceed 8mm in order to prevent entry by rodents.

11.6. Liquidated Damages for O&M Defaults

- 11.6.1. If the Concessionaire fails to comply with its O&M obligations or commits any infraction thereof or fails to perform its function in accordance with this Agreement the Authority shall, in addition

to any other available remedy, be entitled to levy and the Concessionaire shall be liable to pay, liquidated damages, as specified in Schedule G of this Agreement, in respect of such infractions.

- 11.6.2. The Concessionaire shall be solely responsible to pay any charges, taxes, GST, cess or levies that any Authority may impose on account of said Concession which are mandatory as per Applicable Laws.

12. ARTICLE - 12 [SAFETY, HEALTH /HYGIENE REQUIREMENTS]

12.1. Safety and Hygiene Requirements

- 12.1.1. The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practices for securing the safety of the Airport Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety program for providing a safe and hygienic environment in or around the Concessionaire Managed Locations.
- 12.1.2. All costs and expenses arising out of or relating to Safety and Hygiene Requirements shall be borne by the Concessionaire.

12.2. Fire Safety Regulations and Requirements

- 12.2.1. The Concessionaire shall, wherever required, obtain the requisite approvals from the relevant authorities, for the purpose of operating the concession.
- 12.2.2. The Concessionaire shall ensure that, if directed by the relevant authorities, adequate fire protection systems are provided at the Concessionaire Managed Locations and that such fire protection systems wherever provided are checked and serviced at least once annually or as may be appropriate, by trained persons of an approved organization, authorized by the relevant authorities and a label certifying that the equipment and/or system is checked shall be attached to the same.
- 12.2.3. Prohibited substances found on/in Concessioned Premises shall be confiscated and destroyed by the Authority and the cost thereof or such damages as the Authority shall impose from time to time, shall be borne by the Concessionaire and paid within 15 days from the date of written notice from the Authority.
- 12.2.4. Any non-compliance of fire safety requirements, procedures or measures as may be notified by the Authority shall be rectified by the Concessionaire within 30 (thirty) days from the date of such notification. After the thirty-day period, the Authority would carry out an inspection to ensure compliance.
- 12.2.5. If there are any outstanding deficiencies or deficiencies not rectified to the satisfaction of the Authority as observed during the inspection and where these deficiencies are material, the Authority shall give the Concessionaire a further 15 days from the date of inspection to rectify the same before a further inspection is held. If the deficiency remains, the Concessionaire's business shall be suspended without compensation and the Concessionaire would be given another 15 days before action is taken to terminate this Agreement. Where the Authority finds that the deficiencies are can be rectified by spending less than or equal to Rs.50,000 (fifty thousand), and the Concessionaire fails to rectify these after 14 days' notice to do so, the Authority may, at its sole discretion, take all steps necessary to rectify the same immediately thereafter and the Concessionaire shall bear all costs, expenses, or such charges as the Authority shall impose from time to time, incurred by the Authority.
- 12.2.6. The Concessionaire shall take part in organized fire safety activities by the Authority that include fire evacuation drills, fire warden briefings, fire safety campaigns and fire safety awareness talks.
- 12.2.7. The Concessionaire shall ensure that all persons employed for the performance of the obligation

arising out of this Agreement are adequately training in handling of the extinguishers.

12.3. Compliance of Airport Health and Hygiene Requirements

- 12.3.1. The Airport Director of Authority or persons authorized by him/her may without notice, enter the Concessionaire Managed Locations any time and inspect the premises, materials, instruments and implements etc. used by the Concessionaire.
- 12.3.2. All the instructions given by the Airport Director of Authority or persons authorized by him 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 the Concessionaire, his agents and servants.
- 12.3.3. The Concessionaire shall notify to the Airport Director of Authority or persons authorized by him, 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.
- 12.3.4. The Concessionaire, his agents, employees and servants shall not without consent of the Airport Health Officer/ or any person authorised by Authority, 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 Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- 12.3.5. The Concessionaire, his agents, employees and servants shall not abuse the water sources and drainage facilities in the airport area so as to create a nuisance or insanitary situation prejudicial to public health.

13. ARTICLE - 13 [PRICING POLICY]

- 13.1.1. The Concessionaire agrees and acknowledges that the prices (exclusive of taxes) charged by the Concessionaire for the Services shall be in compliance with Applicable Laws, provided that such prices shall not be higher than the prices of comparable services at comparable airports/down town malls. However, the Concessionaire is free to provide Services at prices lower than the prices at which comparable services are provided at comparable airports/down town malls.
- 13.1.2. In case, pursuant to the verification of a complaint made by a customer, it is found that the Concessionaire has provided any Services to a customer at a price higher than that is in violation of Clause 13.1.1, the Concessionaire shall be required to refund the price difference, which shall be in addition to any damages which the Authority, as per Schedule G, may impose, and failure to comply with the same shall be construed as a Concessionaire Event of Default.
- 13.1.3. The Concessionaire shall intimate the Authority, the prices of all Retail Items proposed to be sold in the Concessioned Premises, before offering them for sale.
- 13.1.4. The Concessionaire shall provide price comparisons of items sold in the Concessioned Premises with similar items sold at any of the other retail outlets in comparable airports/down town malls, as selected by the Concessionaire and as maybe notified by the authority from time to time, and shall make available to Authority such comparisons on an yearly basis in the format approved by Authority.
- 13.1.5. The Concessionaire shall ensure that the selling prices of the Retail Items at the Concessioned Premises are always in accordance with the Pricing Policy stipulated in this Article 13 and any such policy as may be introduced by the Authority and shall adjust the selling prices as Authority may direct to comply with such Pricing Policy.
- 13.1.6. If in the opinion of Authority, the Concessionaire fails to comply with the pricing policy stipulated in this Article 13 Authority may, at its sole discretion, conduct additional price checks at any time through its authorized officers or professional auditor(s) or audit company/firm or research company/firm, to ascertain whether there is any other breach or breaches of Pricing Policy, provided always that the Concessionaire shall bear all expenses incurred by Authority in relation thereto.

14. ARTICLE – 14 [PAYMENTS TO AUTHORITY]

14.1. Payments to Authority

14.1.1. The Concessionaire shall pay to the Authority, the following amounts in relation to the Concessioned Premises comprising a part of the Concessionaire Managed Locations in accordance with this Article.

- (a) Concession Fee as agreed and as specified under Article 10
- (b) Utility Charges, as per metered actual consumption

14.1.2. The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Service Area(s) and Seating Area(s) if allotted to the Concessionaire in respect of this Concession in accordance with this Article.

- (a) Space Rent at rates as notified by the Authority from time to time
- (b) Common Area Maintenance (CAM) charges
- (c) Utility Charges, as per metered actual consumption

14.1.3. The payment of Concession Fee shall commence from the Concession Fee Commencement Date. The Space Rent in respect of Service Area(s)/ Seating Area(s) shall be reckoned from the date on which access to such Service Area(s)/ Seating Area(s) are provided to the Concessionaire.

14.1.4. As on the date of this Agreement, the notified Space Rent by the Authority for the Year [____] in relation to the Space Rent at the _____ Airport is Rs. _____ per sq. mtr. per month. However, the Authority has the right to revise the said space rent from time to time and intimate the same to the Concessionaire.

14.2. Common Area Maintenance (CAM) Charges

14.2.1. The Concessionaire shall pay to the Authority, the CAM Charges in relation to the Service Area(s) and Seating Area(s) in accordance with this Clause. Such CAM Charges shall be at the rate of 10% (ten percent) of the Space Rent applicable for such area, as may be notified by the Authority from time to time.

14.3. Utility Charges

14.3.1. The Concessionaire shall pay to the Authority or any other agency appointed by Authority in this regard, the Utility Charges (“**Utility Charges**”) including Electricity Charges for utilities such as electricity, water, etc. in relation to Concessionaire Managed Locations etc. comprised in the Concession in accordance with this Clause. Such Utility Charges shall be paid by the Concessionaire to the Authority or any other agency appointed by the Authority in this regard, promptly and expeditiously. Such Utility Charges shall be payable at the rate prescribed by the Authority from time to time for actual usage to be metered. After raising of invoice(s) by Authority in respect of Utility Charges, the Concessionaire would be under obligation to make payments within 14 days of invoice date. It is clarified that provision of any Utility shall not be deemed to be sale of such Utility by Authority to the Concessionaire.

14.4. Delay of Payment

14.4.1. The Authority shall raise invoice(s) in accordance with the terms and conditions of this Agreement by 10th of the succeeding month to which billing pertains. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to

remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th day of the same month (i.e. the succeeding month to which billing pertains) and Utility Charges within 14 days of respective invoice date, failing which interest at the rate of 9% per annum shall be charged from the due date for delayed period up to 30 days. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1.

For example: For the month of October'2022, The Authority shall raise invoice(s) in accordance with the terms and conditions of the draft Concession Agreement by 10th of November'2022. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th day of November'2022 (i.e. the succeeding month to which billing pertains).

- 14.4.2. With the termination of this Agreement, the Concessionaire (in case of SPV, all Members of the SPV) will be debarred for a minimum period of 3 years for participating in any tenders floated for AAI airports. Irrespective of the receipt of the bills from AAI, the Concessionaire is bound to remit the Monthly Concession Fee by 25th of day of the succeeding month to which billing pertains as per this Agreement.

14.5. Mode of Payment

- 14.5.1. All payments under this Agreement from the Concessionaire to Authority shall be by way of online payment through Real Time Gross Settlement System (RTGS) to provide for real time interbank payment in favour of such account as may be prescribed by Authority from time to time. All such payments shall be confirmed by written notice/ communications.

15. ARTICLE - 15 [INSURANCE]

15.1. Insurance Cover

- 15.1.1. It is expressly understood between the Parties that, the Concessionaire is solely responsible for all the structures, installations, equipment, fixtures, goods, materials, stocks or property of the Concessionaire or stored by the Concessionaire in the Concessionaire Managed Locations and for all its employees who render services at the Airport.
- 15.1.2. The Concessionaire shall effect and maintain at its own cost, during the Gestation Period and the Concession Term, such insurances for such minimum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practices (the "Insurance Cover"). The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-assured party.
- 15.1.3. The Concessionaire shall ensure that, each policy taken out pursuant to this Article 15.1 shall be increased from time to time to such amounts as would be effected in accordance with Good Industry Practices and as may be reasonably required, taking into account, amongst other things, market availability in respect of risks, liabilities and amounts of insurance.

15.2. Evidence of Insurance Cover

- 15.2.1. All insurances obtained by the Concessionaire in accordance with this Article 15 shall be maintained with insurers on terms consistent with Good Industry Practices. Within fifteen (15) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate (s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least forty five (45) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

15.3. Waiver of Subrogation

- 15.3.1. All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 15 shall include a waiver of any and all rights of subrogation or recovery of the insurers there-under against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

15.4. Concessionaire's Waiver

- 15.4.1. The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of

deductible clauses in or inadequacy of limits of any such policies of insurance.

15.5. Application of insurance proceeds

15.5.1. The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire and it shall apply such proceeds, in full, for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the facilities for the performance of obligations under this Concession.

15.6. Compliance with conditions of insurance policies

15.6.1. The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with the conditions imposed under the insurance policies effected in accordance with the provisions of this Agreement.

16. ARTICLE- 16 [CHANGE IN LAW]

16.1. Change in Law

16.1.1. “Change in Law” means any of the following events which have a material adverse effect:

- (a) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any statute, rule, ordinance, regulation or order, treaty, convention, directive, guideline, policy having force of law; or
- (b) the imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Permit) in connection with the issuance, renewal or modification of any Applicable Permits after the date of this Agreement which renders the performance by the Concessionaire of any of the terms of this Agreement impossible or unviable; or
- (c) any Applicable Permit previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided that any (i) imposition of new taxes, duties, cess and the like and/or the increase in taxes, duties, cess and the like effected from time to time by any Government Authority, and/or (ii) imposition of standards and condition of operations, maintenance and safety arising out of a new or revised Environmental Law; and/or (iii) imposition of standards and terms of employment and working conditions of labourers and workmen; and/or (iv) any rules or regulations stipulated by AERA or other regulatory authority having jurisdiction over the Airport in respect of the standards of service shall not constitute a Change in Law.

Provided further that (i) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any statute, rule, ordinance, regulation or order regulating or prohibiting the sale of any products, shall not constitute a Change in Law.

16.2. The Concessionaire’s Remedy

16.2.1. In the event of Change in Law, the Concessionaire may propose to the Authority modifications to the relevant terms of this Agreement which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement including extension of the Concession Term, so as to place the Concessionaire in substantially the same legal and financial position as it were prior to such Change in Law. Provided however, that if the resultant material adverse effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance, the Change in Law shall be deemed to be a Political Event, whereupon the provisions with respect thereto shall apply.

16.2.2. Upon occurrence of a Change in Law, the Concessionaire shall notify the Authority, of the following:

- (a) the particulars, nature and the impact of Change in Law on the Concession;
- (b) in sufficient detail, the estimate of the additional time & cost likely to be incurred by the Concessionaire on account of the Change in Law; and
- (c) the measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the additional time.

(d) Notwithstanding the aforesaid, if in terms of Good Industry Practices, the event constituting a Change in Law could be insured, the Concessionaire shall not be entitled to any remedy under this Clause 16.2.

- 16.2.3. If as a result of Change in Law, the Concessionaire incurs a reduction in costs or other financial gain or benefit in connection with its development or operation of the Concession, the Concessionaire shall notify the Authority and pay to the Authority an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other financial gain or benefit as aforesaid. Without prejudice to the aforesaid, the Authority may, by notice in writing require the Concessionaire to pay an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other gain or benefit.
- 16.2.4. The Concessionaire shall make payment of such compensation within sixty (60) days of the said financial benefit. If the Concessionaire shall dispute the quantum of such compensation claim of the Authority, the same shall be finally settled in accordance with the dispute resolution mechanism contained in Article 22 herein.

17. ARTICLE -17 [FORCE MAJEURE]

17.1. Force Majeure Event

17.1.1. As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Political Event and Other Events, as defined in Clause 17.2, Clause 17.3 and Clause 17.4 respectively of this Agreement, if it affects the performance by the Party claiming the benefit of Force Majeure (“**Affected Party**”) of its obligations under this Agreement and which act or event

- (a) is beyond the reasonable control of the Affected Party,
- (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practices, and
- (c) prevents the Affected Party from performing or discharging its obligations under this Agreement.

17.1.2. None of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

- (a) failure or inability to make any payment; or
- (b) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event.

17.2. Non-Political Events

17.2.1. Any of the following events which prevent the Affected Party from performing any of its obligations for a continuous period of not less than seven (7) days from the date of its occurrence, shall constitute a Non-Political Event:

- (a) act of God, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion at the site where the Airport is located (to the extent of contamination or radiation or fire or explosion originating from a source external to the Concessionaire Managed Locations and by reasons not attributable to the Concessionaire or its contractor or any of their employees or agents;
- (b) strikes or boycotts (other than those involving the Concessionaire, its contractors or their respective employees/representatives, or attributable to any act or omission of any of them), and not being an Other Event set forth in Clause 17.4 of this Agreement, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or its contractors interrupting supplies and services to the Airport for a continuous period of twenty four (24) hours and an aggregate period exceeding seven (7) days in a financial year;
- (c) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Laws or Applicable Permits, or (ii) on account of breach of any Applicable Laws or Applicable Permits or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Concessionaire Managed Locations that could not reasonably have been expected to be discovered through a site inspection; or
- (e) any event or circumstance of a nature analogous to any of the foregoing.

Provided any strikes or boycotts or civil commotion or agitation by (i) the employees of Authority, or (ii) the employees of Airlines / aircraft carriers, or (iii) passengers, or (iv) Airport Users shall not constitute a Non-Political Event.

17.3. Political Events

17.3.1. A Political Event shall mean one or more of the following acts or events by or on account of any Governmental Authority:

- (a) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the its contractors to perform their respective obligations under this Agreement and the Bidding Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any of its contractors' inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; or
- (b) early termination of this Agreement by the Authority for reasons of national emergency, national security or the public interest; or
- (c) any event or circumstance of a nature analogous to any of the foregoing.

17.4. Other Events

17.4.1. Any of the following events which prevent the Affected Party from performing any of its obligations under this Agreement for a continuous period of not less than 7 (seven) Days from the date of its occurrence, shall constitute the Other Event:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any civil commotion, boycott or political agitation which prevents collection of sales revenue from Airport Users by the Concessionaire;
- (c) Any event or circumstance of a nature analogous to any of the foregoing.

17.5. Notice of Force Majeure Event

17.5.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith (the "Notice"). Any Notice pursuant hereto shall include full particulars of

- (a) the nature, time of occurrence and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 17 with evidence in support thereof
- (b) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;

- (c) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
 - (d) any other relevant information to the Affected Party's claim.
- 17.5.2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- 17.5.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information, as required by Clause 17.5.1 above, and such other information as the other Party may reasonably request the Affected Party to provide.

17.6. Period of Force Majeure

- 17.6.1. Period of Force Majeure shall mean the period from the time of occurrence specified in the Notice given by the Affected Party in respect of a Force Majeure Event until the earlier of:
 - (a) expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Clause 17.8 of this Agreement; and
 - (b) termination of this Agreement pursuant to Clause 17.10 of this Agreement hereof.

17.7. Resumption of Performance

- 17.7.1. During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

17.8. Performance Excused

- 17.8.1. The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of the obligations. Provided that, the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

17.9. Costs, Revised Timetable

- 17.9.1. Upon occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- 17.9.2. The Affected Party shall be granted by the other Party, extension of time specified in this Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the Concession Term by the Authority in appropriate cases if permissible

under Applicable Law.

- 17.9.3. Save and except as expressly provided in this Article 17, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

17.10. Termination Due to Force Majeure Event

- 17.10.1. If the Force Majeure event continues or is in the reasonable judgment of either party likely to continue beyond a period of one hundred and twenty (120) days, such party shall give a Notice of Intimation to the other party specifying whether after expiry of 120 days, they intend to terminate the Agreement or continue the Agreement on mutually agreed revised terms. Notice of intimation shall in any case be served before expiry of 120 days, failing which the Agreement shall be deemed to continue without any change.

- 17.10.1.1 In case either Party intimates to terminate the Agreement or if the Parties fail to reach an agreement on the mutually agreed terms within 15 days from expiry of 120 days period, either party shall be entitled to terminate this Agreement in which event, following provisions shall apply:

- a) After the expiry of said period of one hundred and twenty (120) days of continuity of Force Majeure, the Affected Party, if not willing to enter into mutually agreed terms, may issue, in writing, a Notice of Termination of thirty (30) days commencing from 121st day, but where the party has entered into negotiation to arrive at mutually agreed terms and no mutually agreed terms are arrived at, in such an event, the party shall issue a notice of termination of thirty (30) days commencing from the 16th day of the negotiation period, to terminate this Agreement due to Force Majeure Event. The period of 30 days termination notice shall start running from the day it is served on opposite party after the expiry of 121st day or 16th day of negotiation as the case may be.
- b) If the Concessionaire serves a notice period shorter than thirty (30) days, then the Authority shall forfeit and appropriate the Security Deposit of the Concessionaire and debar the Selected Bidder(s)/Concessionaire for a period of three (3) years from future participation in tenders/RFPs floated by Authority. This provision shall be applicable irrespective of completion/ non-completion of minimum lock-in period.
- c) The Authority shall release and refund the Security Deposit to the Concessionaire, provided there are no outstanding claims of the Authority on the Concessionaire.
- d) The Concessionaire shall, within a period of thirty (30) days from the expiry / termination of this Agreement hand over the Concessionaire Managed Location, in good condition, in relation to which this Agreement has been terminated. The Concessionaire shall remove all its materials, belongings, etc. from such Concessionaire Managed Locations at the Concessionaire's own cost, failing which the Authority shall have the right to take over such property and sell the same at such price as it may get, and utilize the proceeds towards payment of any outstanding amounts due from the Concessionaire (including cost of such removal).

- e) Save and except as otherwise expressly provided herein, the Authority shall not be liable to compensate the Concessionaire in any manner whatsoever in the event of earlier termination of the Concession for any reason whatsoever.
- f) During the period of the Notice of Termination, provisions of Article 19.7 shall apply.”

18. ARTICLE -18 [EVENTS OF DEFAULT]

18.1. Events of Default

18.1.1. Event of Default means the Concessionaire Event of Default or the Authority Event of Default or both as the context may admit or require.

18.2. Concessionaire Event of Default

18.2.1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred the Concessionaire shall be deemed to be in default of this Agreement (the “**Concessionaire Event of Default**”), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Security Deposit has been appropriated in accordance with Clause 7.2 of this Agreement and the Concessionaire fails to replenish or provide fresh Security Deposit within a period of 15 (fifteen) days;
- (b) subsequent to the replenishment or the provision of fresh Security Deposit in accordance with Clause 7.2 of this Agreement, the Concessionaire fails to cure, the Concessionaire Default for which whole or part of the Security Deposit was appropriated;
- (c) any representation or warranty of the Concessionaire herein contained is found to be materially false or misleading or the Concessionaire is at any time in breach of such representation or warranty by the Concessionaire;
- (d) the Concessionaire abandons or manifests intention to abandon the operation of the Concession prior to the expiry of one half of the Concession Term;
- (e) the Concessionaire has failed to make any payment to the Authority within the period specified thereof in this Agreement, provided that such a period may be extended by the Authority at its sole discretion and which may also attract interest / damages as applicable;
- (f) suo-motu suspension by the Concessionaire of the performance of its obligations under this Agreement for a period exceeding forty eight hours (except during the subsistence of an event of Force Majeure);
- (g) damages as set forth in Schedule G for breaches of Article 11, Article 13 and Schedule L (Design Guidelines) cumulatively exceeding 1% of the Security Deposit in any given Year;
- (h) failure by the Concessionaire to operate and maintain Concessioned Premises in accordance with the Applicable Laws and Applicable Permits;
- (i) cancellation, expiry, termination or a breach by the Concessionaire of any Applicable Permits or approvals required to perform this Agreement;
- (j) the Concessionaire directly or indirectly, undertakes or performs either itself or through an agency, sub-contract, sub-concession or otherwise, any activity other than activities provided for/ envisaged under this Agreement.
- (k) failure of Concessionaire to maintain Insurance(s) in accordance with the requirements of this Agreement.
- (l) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences

or conveys an intention not to be bound by this Agreement;

- (m) a change in the shareholding/ownership of the Concessionaire has occurred in breach of the provisions of Clause 3.2 of this Agreement;
- (n) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Concessions;
- (o) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a material adverse effect on the Concession;
- (p) the Concessionaire submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (q) the Concessionaire defaults in complying with any other provision of this Agreement if such default causes, in the opinion of the Authority, a material adverse effect on the Authority or on the Concession.

18.2.2. The Concessionaire agrees and undertakes that for Concessionaire Events of Default as specified in Schedule G, the Authority shall be entitled to appropriate the relevant amounts mentioned therein from the Security Deposit even if they are cured within the Concessionaire's Cure Period as provided in Article 19.

18.3. Authority Event of Default

18.3.1. In the event that any of the defaults specified below shall have occurred, the Authority shall be deemed to be in default of this Agreement (the "**Authority Event of Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

- (a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a material adverse bearing on the Concessionaire; or
- (b) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (c) The Airport ceases to handle operation for processing of passenger traffic.

19. ARTICLE - 19 [TERMINATION]

19.1. Termination for Concessionaire Event of Default

- 19.1.1. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Event of Default, provided that such a default is not cured within a period of thirty (30) days (the “**Concessionaire’s Cure Period**”) from the date of a written notice by the Authority notifying the occurrence of a Concessionaire Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Notice of Termination of one hundred and twenty (120) days as defined in the RFP. The aforementioned Concessionaire’s Cure Period may be extended by the Authority in writing.

Provided that if the Authority notifies the Concessionaire of the occurrence of a Concessionaire Event of Default pursuant to any of Clauses 18.2.1. (c), (d), (e), (n), (o) and (p) of this Agreement, then a shorter cure period of fourteen (14) days shall be provided to the Concessionaire, after which the Authority shall be entitled to terminate this Agreement on a short notice, by issuing a Notice of Termination. The duration of notice period shall be at the discretion of the Authority.

19.2. Termination for Authority Event of Default

- 19.2.1. Without prejudice to any other rights or remedies which the Concessionaire may have under this Agreement, upon occurrence of an Authority Event of Default, provided that such a default is not cured within a period of forty-five (45) days (the “**Authority’s Cure Period**”) from the date of a written notice by the Concessionaire notifying the occurrence of an Authority Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing a Notice of Termination of one hundred and twenty (120) days as defined in the RFP. The aforementioned Authority’s Cure Period may be extended by the Concessionaire in writing.

19.3. Termination by Authority for Convenience

- 19.3.1. The Authority may, at its sole discretion, for any reason whatsoever, at any time during the Concession Term, terminate the rights of the Concessionaire, whenever the Authority shall determine that such Termination is in the best interests of the Authority, by giving a Notice of Termination of one hundred and twenty (120) days to terminate this Agreement.
- 19.3.2. The Concessionaire agrees and acknowledges that, upon Termination by Authority under the provisions of Clause 19.3.1 above, the Concessionaire shall not be entitled for damages, reimbursement of any costs or compensation for anticipatory profits.

19.4. Termination by Concessionaire for Convenience

- 19.4.1. The Concessionaire may issue, in writing, a Notice of Termination of one hundred and twenty (120) days to terminate this Agreement for its convenience. If the Concessionaire serves a notice period shorter than one hundred and twenty (120) days or if the Concessionaire exits before completion of the Minimum Lock in Period then the Authority shall forfeit and appropriate the Security Deposit of the Concessionaire and debar the Selected Bidder(s)/Concessionaire for a period of three (3) years from future participation in tenders/RFPs floated by Authority. It is further clarified that if the Concessionaire exits on or after the completion of the Minimum Lock in Period and it has served a notice period of one hundred and twenty (120) days, then it shall not

face the punitive provisions of forfeiture of Security Deposit and debarring.

19.5. Termination by Efflux of Time

19.5.1. Unless terminated earlier in accordance with the provisions of this Article 19, this Agreement shall terminate upon the expiry of Concession Term.

19.6. Consequences of Termination of this Agreement

19.6.1. Where this Agreement is terminated pursuant to Clause 19.1 of this Agreement the Authority shall forfeit and appropriate the Security Deposit of the Concessionaire and debar the Selected Bidder(s)/Concessionaire for a period of three (3) years from future participation in tenders/RFPs floated by Authority.

19.6.2. Where this Agreement is terminated pursuant to Clause 19.2 of this Agreement the Authority shall forfeit and appropriate the Security Deposit of the Concessionaire and debar the Selected Bidder(s)/Concessionaire for a period of three (3) years from future participation in tenders/RFPs floated by Authority. Provided that if the respective Authority Event of Default occurs after the date that is one hundred and twenty (120) days before the expiry of the Minimum Lock in Period, then the Concessionaire will not face the aforesaid punitive provisions of forfeiture of Security Deposit and debarring.

19.6.3. Where this Agreement is terminated pursuant to Clause 19.3 or Clause 19.5 of this Agreement the Authority shall release and refund the Security Deposit to the Concessionaire, provided there are no outstanding claims of the Authority on the Concessionaire.

19.6.4. Where this Agreement is terminated pursuant to Clause 19.4 of this Agreement, then if the Concessionaire serves a notice period shorter than one hundred and twenty (120) days or if the Concessionaire exits before completion of the Minimum Lock in Period then the Authority shall forfeit and appropriate the Security Deposit of the Concessionaire and debar the Selected Bidder(s)/Concessionaire for a period of three (3) years from future participation in tenders/RFPs floated by Authority. It is further clarified that if the Concessionaire exits after the completion of the Minimum Lock in Period and it has served a notice period of one hundred and twenty (120) days, then it shall not face the punitive provisions of forfeiture of Security Deposit and debarring.

19.6.5. The Concessionaire shall, within a period of thirty (30) days from the expiry / termination of this Agreement hand over the Concessionaire Managed Locations in relation to which this Agreement has been terminated in good condition. The Concessionaire shall remove all its materials, belongings, etc. from such Concessionaire Managed Locations at the Concessionaire's own cost, failing which the Authority shall have the right to take over such property and sell the same at such price as it may get, and utilize the proceeds towards payment of any outstanding amounts due from the Concessionaire (including cost of such removal).

19.6.6. Save and except as otherwise expressly provided herein, the Authority shall not be liable to compensate the Concessionaire in any manner whatsoever in the event of earlier termination of the Concession for any reason whatsoever.

19.7. Obligations during Termination Period

19.7.1. Upon service of a notice by either Party of its intent to terminate this Agreement, the Parties shall, subject where applicable to the provisions of this Article 19, continue to perform such of their respective obligations under this Agreement which are capable of being performed with the object,

as far as possible, of ensuring continued availability of the facilities and services to the Airport Users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

- 19.7.2. The Concessionaire also hereby agrees and undertakes that during the period of the Notice of Termination, it shall continue to pay the Authority all applicable dues as per the provisions of this Agreement.

19.8. Condition Survey

- 19.8.1. The Concessionaire agrees that on the service of a notice by either Party of its intent to terminate this Agreement or at least six (6) months prior to the expiry of the Concession Term, as the case may be, it shall conduct or cause to be conducted under the Authority's supervision, a condition survey of the Concessionaire Managed Locations including the Concessioned Premises to ascertain the condition thereof, verifying compliance with the Concessionaire's obligations under this Agreement and to prepare an inventory of the assets comprised in the Concessionaire Managed Locations.
- 19.8.2. If, as a result of the Condition Survey, the Authority observes/notices that the Concessionaire Managed Locations and/or the Airport assets at the Concessionaire Managed Locations or any part thereof have/has not been operated and maintained in accordance with the requirements under this Agreement (normal wear and tear excepted), the Concessionaire shall, at its cost and expenses, take all necessary steps to put the same in good working conditions before the expiry of the Notice of Termination.
- 19.8.3. In the event the Concessionaire fails to comply with the provisions of this Agreement, the Authority may itself undertake or cause to undertake the Condition Survey. The Authority shall be compensated by the Concessionaire for any costs incurred in conducting such survey.

19.9. Survival of Rights

- 19.9.1. Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its claim to recover money, damages, insurance proceeds, Security Deposits and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including termination payments and post termination obligations, shall survive the termination to the extent such survival is necessary for giving effect to such rights and obligations.

20. ARTICLE -20 [LIABILITY AND INDEMNITY]

20.1. General Indemnity

- 20.1.1. The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, ("**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of Services by the Concessionaire, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority Indemnified Persons.
- 20.1.2. The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

20.2. Indemnity by the Concessionaire

- 20.2.1. Without limiting the generality of Clause 20.1 above, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any all loss and/or damages arising out of or with respect to:
- (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits
 - (b) the sale of defective products and articles
 - (c) death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default of the Concessionaire, and/or its employees, agents, contractors, subcontractors, personnel and/or representatives
 - (d) the payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or
 - (e) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.
- 20.2.2. Without limiting the generality of the provisions of this Article 20, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's contractors in performing the Concessionaire's obligations or in any way incorporated in or related

to the Concession. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

20.3. Notice and Contest of Claims

20.3.1. In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 20 (the “**Indemnified Party**”), it shall notify the other Party (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

20.4. Defence of Claims

20.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 20, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

20.4.2. If the Indemnifying Party has exercised its rights under Clause 20.3 of this Agreement, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

20.4.3. If the Indemnifying Party exercises its rights under Clause 20.3 of this Agreement, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, as and when incurred, unless:

- (a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
- (e) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
- (f) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

Provided that if sub-clauses (b), (c) or (d) of this Clause 20.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

20.5. No Consequential Claims

20.5.1. Notwithstanding anything to the contrary contained in this Article 20, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

20.6. Survival on Termination

20.6.1. The provisions of this Article 20 shall survive termination.

21. ARTICLE - 21 [RIGHTS AND TITLE OVER CONCESSIONED PREMISES]

21.1. Licensee Rights

- 21.1.1. All right, title and interest in the Concessionaire Managed Locations shall remain with the Authority.
- 21.1.2. For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Concessionaire Managed Locations as sole licensee subject to and in accordance with this Agreement. For the avoidance of doubt, the Concessionaire agrees and acknowledges that term Concessionaire Managed Locations as set out in this Agreement shall be covered under the Authority Act of 1994 and Authority Amendment act of 2003 and the provisions of the said Act shall apply to all matter provided for there under.

21.2. Access Rights of the Authority and Others

- 21.2.1. The Concessionaire shall allow free access to the Concessionaire Managed Locations at all times for the authorized representatives of the Authority, and an independent auditor, and for the persons and vehicles duly authorized by any Governmental Authority to inspect or to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such person's reasonable assistance necessary to carry out their respective duties and functions.
- 21.2.2. The Concessionaire shall, for the purpose of operation and maintenance of any utility, allow free access to the Concessionaire Managed Locations at all times for the authorized persons of the Authority or any agency that the Authority may appoint in this regard.

21.3. Property Taxes

- 21.3.1. The Concessionaire shall not be liable to pay any property taxes in respect of the Concessionaire Managed Locations.

21.4. Sub-licensing/ Sub-letting

- 21.4.1. The Concessionaire may sub-license or sub concession or assign any of its duties in part of the Concessionaire Managed Locations, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint contractors for the performance of its obligations hereunder in accordance with the provisions thereof.

22. ARTICLE-22 [DISPUTE RESOLUTION]

22.1. Dispute Resolution

- 22.1.1. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may hereafter come into force are applicable) (the “Dispute”) shall, 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.
- 22.1.2. Before making a reference to Dispute Resolution Committee, the Concessionaire 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 Authority and the consent shall be given by the Concessionaire for acceptance of the recommendations of the Dispute Resolution Committee.
- 22.1.3. The case shall be referred to the sole Arbitrator by the Chairman/Member/ RED of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making such reference, and further extendable)/ DD/PO/ RTGS/ NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.
- 22.1.4. During the Dispute resolution proceedings, the Concessionaire shall continue to pay the full amount of fee/dues regularly as per this Agreement and perform all covenants of this Agreement.
- 22.1.5. The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

22.2. Arbitration

- 22.2.1. The venue of such arbitration shall be RHQ, North Region and the language of arbitration proceedings shall be English. The cost of arbitration shall be borne equally by both the parties.
- 22.2.2. The Arbitrator shall make an award (the “Award”) for each dispute and /or claim and shall give reasons for the Award. Any award made in any arbitration held pursuant to this Article 22 shall be final and binding on the parties. For avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has

been preferred within the time specified in the Applicable Law.

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

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

22.3. Adjudication by Regulatory Authority or Commission

22.3.1. In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all disputes arising after such constitution shall, instead of reference to adjudication under this Clause 22.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Laws.

23. ARTICLE- 23 [DISCLOSURE]

23.1. Disclosure of Specified Documents

- 23.1.1. The Concessionaire shall make available for inspection by any person authorized by the Authority, copies of financial records and books of accounts during normal business hours on all working days at the Concessionaire's Registered Office with a prior notice.

23.2. Disclosure of F&B Selling prices

- 23.2.1. The Concessionaire shall prominently display at such location, the selling prices of all Retail Items being sold through such Concessioned Premises. Such display shall be well defined and clearly visible to the naked eye.

24. ARTICLE 24 [REDRRESSAL OF PUBLIC GRIEVANCES]

24.1. Complaints Register

- 24.1.1. The Concessionaire shall maintain a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**"). Information relating to availability of such a register shall be prominently displayed by the Concessionaire at each location so as to bring it to the attention of all airport users.
- 24.1.2. The Complaint Register shall be securely bound and each page thereof shall be duly machine numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.
- 24.1.3. Without prejudice to the provisions of Clauses 24.1.1 and 24.1.2 above, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

24.2. Redressal of complaints

- 24.2.1. The Concessionaire shall inspect the Complaint Register regularly and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant through electronic mail or registered post.
- 24.2.2. All complaints received shall be redressed to the satisfaction of the complainant within a reasonable time from the receipt of such complaint.
- 24.2.3. At the expiry of each quarter the Concessionaire shall send to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the quarter. Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Applicable Laws.

25. ARTICLE -25 [MISCELLANEOUS]

25.1. Governing law and jurisdiction

25.1.1. This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Airport of Concession shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

25.2. Waiver of Immunity

25.2.1. Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

25.3. Depreciation

25.3.1. For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire for the purpose of this Concession shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the applicable laws.

25.4. Waiver

25.4.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

25.4.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such

breach or acceptance of any variation or the relinquishment of any such right hereunder.

25.5. Exclusion of implied warranties etc.

25.5.1. This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

25.6. Liability for review of documents and drawings

25.6.1. Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Authority or any agency nominated by the Authority of any document or drawing submitted by the Concessionaire nor any observation or inspection of the development, operation or maintenance of the Concessioned Premises nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from the obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (b) The Authority shall not be liable to the Concessionaire by reason of any review, comment, approval observation or inspection referred to in sub-clause (a) above.

25.7. Survival

25.7.1. Termination shall:

- (a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

25.7.2. All obligations surviving termination shall be subject to Limitation act of 1963.

25.8. Entire Agreement

25.8.1. This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. The Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposal, as the case may be, shall be deemed to form part of this Agreement and considered as such.

25.9. Severability

25.9.1. If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or

unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution procedure set forth under this Agreement or otherwise.

25.10. No Partnership

25.10.1. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

25.11. Third Parties

25.11.1. This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

25.12. Successors and Assigns

25.12.1. This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

25.13. Notice

25.13.1. Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Concessionaire, be given by facsimile and by letter delivered by registered post/electronic mail to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside [_____] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Concessionaire may from time to time designate by notice to the Authority;

Name of Person _____

Correspondence Address _____

Name of Alternate person _____

Correspondence Address _____

- (b) in the case of the Authority, be given by facsimile and by letter delivered by registered post and be addressed to the Chairman of the Authority with a copy delivered to the Authority Representative set out below or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in [_____] it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and

Authority Representative/ Airport Director _____

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have

been delivered.

25.14. Language

25.14.1. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

25.15. Currency

25.15.1. The currency for all payments under the provisions of this Agreement shall be in INR.

25.16. Time

25.16.1. Time shall be the essence of this Agreement, both as regards the dates, periods or times of day mentioned and as regards any dates, periods or times of day, which may be substituted for them in accordance with this Agreement

25.17. Conflict

25.17.1. This Agreement supersedes all previous agreements or arrangements between the Parties, including any correspondence entered into in respect of the contents hereof and represents the understanding between the Parties in relation thereto.

25.17.2. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

25.17.3. In the event of a conflict between the terms of this Agreement and those of Authority's Commercial Manual or any other guidelines, the terms of this Agreement shall prevail.

25.18. Confidentiality

25.18.1. Both Parties acknowledge that, any and all Information, including any commercial and technical information and data provided by one to the other shall be considered to be confidential and the Party receiving such information and data shall not, at any time, directly or indirectly disclose such information and data to any person firm or use the same in any manner other than in connection with the pursuit of this Agreement, without the prior consent of the other Party. Neither the Concessionaire nor the Authority shall, unless otherwise agreed (which agreement may be on such general or specific terms as the Parties may determine) disclose to any third party any Information which is the property of the other Party to this Agreement or which otherwise relates to its business, secrets, dealings, transactions or affairs or which relates in any way to either of the Parties unless, and to the extent that, such disclosure:

- (a) is reasonably required for the exercise or performance by either Party of its rights or obligations under this Agreement; or
- (b) is required pursuant to any relevant statutory or regulatory requirements or duties or any requirement of Applicable Law; or
- (c) related to information which is already in the public domain, other than as result of breach of this Clause 25.18 by the Party seeking to make such disclosure;
- (d) provided that, in the case of any disclosure in accordance with Clause 25.18.1(a) or 25.18.1(b) above, the Party disclosing such information shall, so far as reasonably

practicable, impose on the third party receiving such information such obligations as may be appropriate to maintain its confidentiality.

25.18.2. The Concessionaire shall not make any public announcement or disclosure in respect of the subject matter of this Agreement or any of the transactions contemplated herein without the prior written approval of the Authority (save as may be required by law or any regulatory authority in which event the scope of the announcement will be limited to the matters required to be disclosed and the Concessionaire will consult with the Authority on the terms and timing of such announcement).

25.18.3. The obligations under this Clause 25.18 shall survive the termination or expiry of this Agreement.

25.19. Damages

25.19.1. The Concessionaire agrees and undertakes that, in case the Authority incurs any cost(s) in order to rectify any deficiency of the Concessionaire in adhering to the terms of this Agreement, including the rectification of any operations and maintenance requirements, the Authority shall appropriate from the Security Deposit, the amount incurred thereof.

25.20. Counterparts

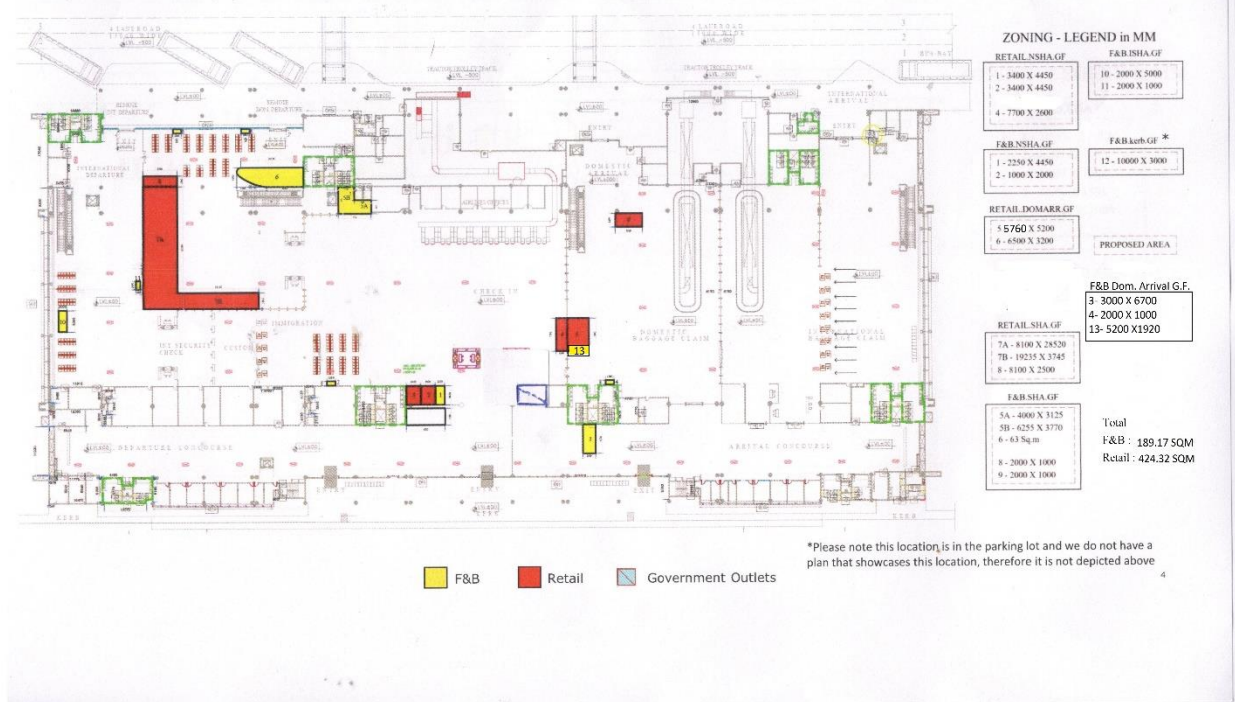
25.20.1. This Agreement is executed in two counterparts, each of which, when delivered, shall constitute an original of this Agreement. The Parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

IN WITNESS WHEREOF this Agreement bearing No _____ and containing _____ pages has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written:

For and on behalf of Airports Authority of India _____ Name, Signature, Designation, Seal, Stamp, Place, Date	Witnessed by: 1. _____ 2. _____
For and on behalf of Concessionaire _____ Name, Signature, Designation, Seal, Stamp, Place, Date	Witnessed by: 1. _____ 2. _____

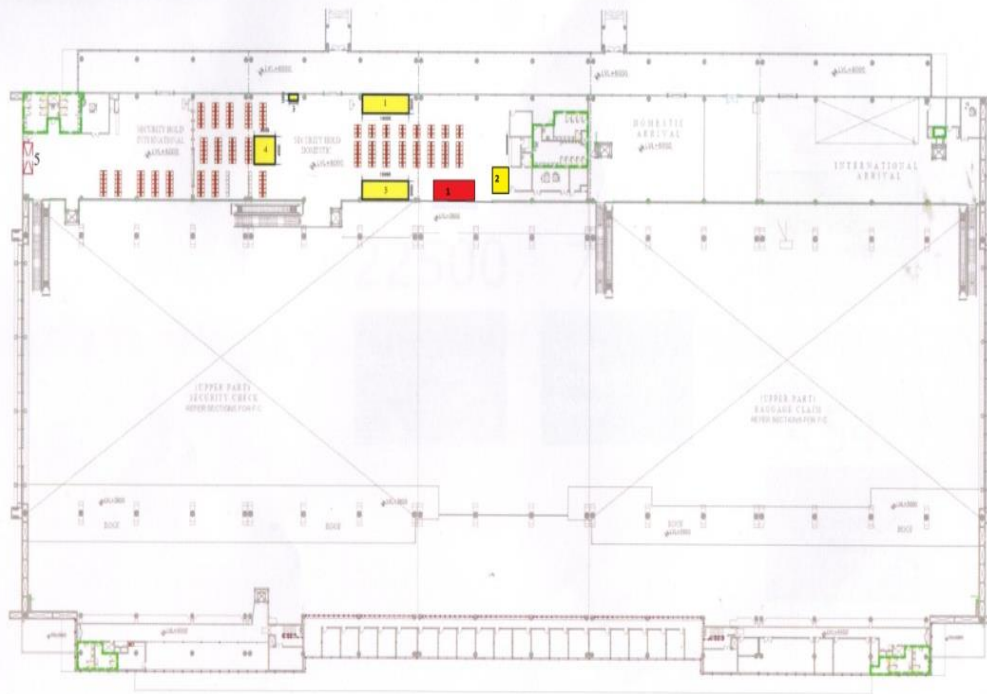
CONCESSIONED PREMISES LAYOUT PLAN

Proposed layout plan – Ground Floor (Reproduced without boxes for ease of reference)



Note: The above mentioned areas are approximate and provisional. Actual may vary at the discretion of the Authority, keeping the overall area same.

Proposed layout plan – First Floor (Reproduced without boxes for ease of reference)



ZONING - LEGEND in MM

F&B SHAFF

- 1 - 10000 X 3000
- 2 - 4300 X 5450
- 3 - 2000 X 1000
- 4 - 4535 X 4500
- 5 - 10000 X 3000

PROPOSED AREA

106 sqm

Retail SHAFF

- 1 - 6740 X 3000

Total

F & B: 106 Sqm

Retail: 20.24 Sqm

Note: The above mentioned areas are approximate and provisional. Actual may vary at the discretion of the Authority, keeping the overall area same.

SCHEDULE - B

CONCESSION FEE

1. Amount of Rs. _____ (Rupees _____) will be the Quoted Guarantee per Passenger (QG per PAX) for first Concession Year.
2. QG per PAX will be subject to annual escalation at the end of each Concession Year as per the provisions of Clause 10.2.5 of the Agreement.
3. Monthly Concession Fee for a particular Month shall mean Quoted Monthly Guarantee (QMG) or Base Revenue Share for the Month, whichever is higher.
4. Annual Concession Fee for a particular Concession Year shall mean Quoted Annual Guarantee (QAG) or Progressive Revenue Share for the Concession Year, whichever is higher.
5. If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is lower than the Annual Concession Fee, then the Concessionaire shall pay the differential amount within seven days of such notification by the Authority.
6. If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is higher than the Annual Concession Fee, then the differential amount shall be adjusted/ set-off against the next payment(s) to be made by the Concessionaire.

Note: Concession Fee offered will be excluding all types of GST and Taxes/Levies.

SCHEDULE C**DETAILS OF INCUMBENT LICENSEES**

Sr. No.	Facility	Name of the Licensee	Area	Contract Period
1.	Display/Sales Outlet for KVIC (Khadi & Village Industries Commissions)	The Director Khadi & Village Industries Commissions	12.5	23.12.2017 to 22.12.2022
2.	Convenience Store	M/s Pradeep Kumar Agrawal	25.2	24.11.2017 to 23.11.2022
3.	Herbal Healthcare Retail Outlet	M/s Himalaya Drug Company	10	08.01.2018 to 07.01.2023
4.	Convenience Store	M/s Travel News Services India Pvt. Ltd.	13.05	09.03.2019 to 08.03.2024
5.	Retail Facility	M/s Rozeus Airport Retail Outlet	20	19.10.2018 to 18.10.2023
6.	Lifestyle Shop	M/s Rozeus Airport Retail Outlet	20	28.05.2018 to 27.05.2023
7.	Departmental Store	M/s Rozeus Airport Retail Outlet	145.64	26.05.2018 to 25.05.2023
8.	Retail Facility	M/s T.R. Book Stall	15	12.10.2018 to 11.10.2023
9.	Carpet & Furnishing Shop	M/s ARS Colors	29.28	18.05.2018 to 17.05.2023
10.	Lucknow Chikan Shop	M/s B.S. Trading	12	01.11.2017 to 31.10.2022
11.	Convenience Store	M/s Anurag Variety Store	25	28.11.2017 to 27.11.2022
12.	Local Banarasi Product Store	M/s Sujeet Kumar Agrawal	17	25.12.2017 to 24.12.2022

SCHEDULE D

INTEGRITY PACT

(To be submitted in Technical Form-17 of Appendix-I of the RFP)

SCHEDULE E**CAPITAL EXPENDITURE PLAN**

Phase	Proposed Capital Expenditure (in INR per sqm) subject to minimum of Rs. 25,000/- per sqm and Rs. 15,000/- per sqm for Phase-I and Phase-II respectively.
Phase 1 (from Access Date[s] of respective locations till the 4th anniversary of such Access Date[s])	[As mentioned in the Technical Bid of the Selected Bidder]
Phase 2 (from the 4th anniversary of Access Date[s] of respective locations till the end of Concession Term)	[As mentioned in the Technical Bid of the Selected Bidder]

SCHEDULE F**HANDING OVER/TAKING OVER REPORT**

(to be signed by the Concessionaire with Authority for each location on or before the respective Concession Fee Commencement Date)

Unit No	Concessionaire Managed Locations	Level	Area (approx.) (in sqm)	Date of Handing over to the Concessionaire	
		Total			
Details of Security Deposit:					
BG no: and date		Name of Bank	Bank Br. Address	Amount	Validity and claim period
DD/PO/UTR No: and date		Name of Bank	Bank Br. Address	Amount	

Note: Concessionaire is handed over physical possession of the location (s) designated in RFP (after completion of the contractual formalities like acceptance of LOIA, submission of security deposit, signing of agreement etc) within the incubation period. In case the Concessionaire fails to take over the location mentioned in the Handover Notification by the later of seven (7) days after the issuance of the Handover Notification by the authority for such location and the expiry of the Business Incubation Period, then the date which is later of seven (7) days after the Handover Notification issued by the Authority for such location and the expiry of the Business Incubation Period shall be deemed to be the Access Date.

For and on behalf of Airports Authority of India	For and on behalf of Concessionaire
_____ Name, Signature, Designation, Seal, Stamp, Place, Date	_____ Name, Signature, Designation, Seal, Stamp, Place, Date

Witness 1) _____ 2) _____	Witness 1) _____ 2) _____
------------------------------------------------	------------------------------------------------

DAMAGES FOR INFRACTIONS

Damages for breach of Article 11 (Operations and Maintenance)

Clause	Issue	Damages
11.1.2	Failure to intimate Authority with respect to Retail Items offered for sale by the Concessionaire	0.01% of the Security Deposit per day till rectified
11.1.4	Failure to submit copies of all Applicable Permits	0.01% of the Security Deposit per day till rectified
11.1.7	Failure to install own metering devices	0.01% of the Security Deposit per day till rectified
11.1.9	Any activities outside the scope of providing the Services	0.05% of the Security Deposit per day till rectified
11.1.11	Failure to provide timely stock reports on availability of items	0.01% of the Security Deposit per day till rectified
11.1.13	Failure to adhere to operating hour requirements	0.01% of the Security Deposit per day till rectified
11.1.15	Nameplate/ signboards in violation of the Clause	0.01% of the Security Deposit per day till rectified
11.1.16	Failure to display net selling prices or imposing a minimum spending requirement on any customer	0.01% of the Security Deposit per day till rectified
11.1.17	Failure to accept major credit cards/debit cards and e-wallets as a means of payment or add any surcharge to the price nor impose a minimum spending requirement when credit cards are offered as a means of payment	0.01% of the Security Deposit per day till rectified
11.1.18	Failure to ensure that all sales in relation to Retail Items and any other items shall be in a currency as prescribed by Central Board of Excise & Customs, Ministry of Finance, GoI or such competent authority.	0.05% of the Security Deposit per day till rectified
11.1.20	Staff not in uniform/ without identity batch	0.01% of the Security Deposit per day till rectified
11.1.22 and 11.3.9	Failure to suspend from employment and inform the Authority of any employee suffering from any contagious or infectious disease	0.05% of the Security Deposit per day till rectified
11.1.27	Third party advertisement carried out	0.05% of the Security Deposit per day till rectified
11.1.28	Failure to intimate the Authority about any promotional programme launched at the Concessioned Premises.	0.01% of the Security Deposit per day till rectified
11.1.29	Failure to participate in any sales promotion programmes any other marketing activities that are organized by the Authority	0.01% of the Security Deposit per day till rectified
11.1.30	Failure to participate in any promotional activity of a Governmental Authority at the instructions of the Authority	0.01% of the Security Deposit per day till rectified

11.1.32	Failure to adhere to the requirements of the Clause	0.01% of the Security Deposit per day till rectified
11.1.33	Not permitting the Authority or any authorized agent(s) to the Concessionaire Managed Locations	0.5% of the Security Deposit per instance
11.1.34	Failure to comply with service standards specified as prescribed by the Authority	0.01% of the Security Deposit per day till rectified
11.1.36	Entered into an agreement with a third-party not on arms-length basis	0.1% of the Security Deposit per day till rectified
11.2	Undertaking any activities/ causing any actions that are prohibited under Clause 11.2	0.1% of the Security Deposit per day per violation till rectified
11.3.2	Failure to observe and conform with the policy on operations and maintenance practices (Schedule J) and the policy on customer services (Schedule H)	0.01% of the Security Deposit per day till rectified
11.3.6	Failure to close any entrances or openings of the Concessionaire Managed Locations leading to the airside of the Airport which deems necessary to be closed for security reasons	0.1% of the Security Deposit per day per violation till rectified
11.3.7	Failure to maintain security of the Concessionaire Managed Locations	0.5% of the Security Deposit per instance
11.3.10	Failure to deposit the duplicate keys	0.2% of the Security Deposit per day till rectified
11.4.1	Failure to incur capital expenditure as per Schedule E	Twice the amount of deficit from the capital expenditure plan in Schedule E
11.4.2	Failure to provide evidence of capital expenditure	0.01% of the Security Deposit per day till rectified
11.4.6	Adversely affecting the functioning or efficiency of any fire protection system and means of escape	0.05% of the Security Deposit per day per violation till rectified
11.5	Any violation of Clause 11.5 (Maintenance, Repair and Cleanliness)	0.02% of the Security Deposit per day till rectified

Damages for breach of Article 13 (Pricing Policy)

Clause	Issue	Damages
13.1.1	Selling any items at any prices in violation of this Clause	0.1% of the Security Deposit per day per violation till rectified

Damages for Concessionaire Events of Default (if cured within the cure period provided)

Clause	Issue	Damages
18.2.1 (a)	Failure to replenish the Security Deposit within a period of 15 days	3% of the Security Deposit per day till rectified
18.2.1 (f)	Suspending performance of obligations for more than 48 hours	5% of the Security Deposit per day till rectified
18.2.1 (i)	Any expired or terminated Applicable Permit or approval	1% of the Security Deposit per day till rectified
18.2.1 (k)	Failure to maintain insurance(s) as per the Agreement	1% of the Security Deposit per day till rectified
18.2.1 (m)	Change in shareholding/ ownership has occurred in violation of the Bidding Documents	5% of the Security Deposit per day till rectified

Damages for Design Guidelines

Guideline	Issue	Damages
Design Control Zone	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Dimensions of commercial facilities	Violation of the Guideline	0.05% of the Security Deposit per outlet per day till rectified
Storefronts	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Wall partitions	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Entrance and closure systems	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Skirting	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Flooring	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Walls	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Ceilings	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Lighting	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Signage	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Rate chart	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified

Barrier free design requirement	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
No conflict with other commercial concessions	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Free-standing kiosks	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified
Inline Retail	Violation of the Guideline	0.01% of the Security Deposit per outlet per day till rectified

PROPOSAL ON CUSTOMER SERVICE

(to be submitted by Bidder)

SCHEDULE I

Format of Bank Guarantee

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

WHEREAS by a Concession Agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called “the AUTHORITY”) of the one part and _____, the Concessionaire for the Concession Agreement (hereinafter referred to as “the Licensee”) of the other part, the Authority has granted to the Licensee the License for _____ at _____ Airport, _____ (Name of City) 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 Concession Agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the Licence Fee and Royalty and other outstanding dues/ charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be the sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Concession 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 Concession Agreement made between the Authority and the Licensee and or any act of omission on part of Authority 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 Concession 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 other applicable laws as in force in India.
6. This Guarantee shall be valid until _____ and you have the right to encash this

Guarantee up to _____ from the said date unless extended on demand by Authority.

NOTWITHSTANDING anything contained herein:

1. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and six (6) months thereafter.
2. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to one hundred and eighty (180) days from the said date.
3. 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:

Authority

SCHEDULE - J

POLICY ON OPERATIONS & MAINTENANCE PRACTICES

(Policy proposed by the Selected Bidder to be inserted here)

EPOS COMPLIANCE REQUIREMENTS

Provision of Airport Retail Solution Data Consolidation – Compliance Matrix		
Section	No.	Requirement
Solution Requirements	1	
Concessionaire Sales Data Capture Strategy	1.1	Concession Sales Data Capture Strategy
	1.1.1	The vendor should be able to develop a concession sales data capture strategy for the use of AAI Commercial team and in discussion with key members of the AAI commercial team
	1.1.2	The strategy that will be prepared will be based on solution components and features of the proposed solution. The intent of this strategy is to ensure that the documents form an integral part of existing concession contracts and future concession contracts of AAI Commercial to ensure concession buy-in.
	1.1.3	The vendor should be able to provide best practices from other airports or malls that can be used to develop the concessionaire Sales Data Capture Strategy.
Concession Sales Data Capture Solution	1.2	Concession Sales Data Capture Solution
	1.2.1.	The proposed solution should be able to work with a wide range of industry standard retail POS solutions
	1.2.2	The proposed solution should be able to also interface and work with non-industry standard POS vendor solutions to extract POS related transactional data
	1.2.3	The proposed solution should be able to provide options of methods through which Point of Sale data capture would be possible rather than providing only one method. Methods should include API's or connectors, Port Scanning, Printer Interfaces as a minimum
	1.2.4	The proposed solution should be able to provide a medium through which concessionaires who use non-POS (For eg. Web Based) Solutions to run their business (example: Rent A Car companies, Lounges, Spa's etc.) will be able to provide their sales data in near real time method. This medium should be on an industry accepted standard.
	1.2.5	The proposed solution architecture of POS and NON-POS Data Capture should be clearly specified in the context that a number of concessionaires operate on their dedicated private VLAN's within the airport-wide network.
	1.2.6	The proposed vendor needs to provide an alternative for small concessionaires who may not traditionally have their own Point of Sale solution. These alternatives could be a point of sale solution or a PC based software solution for them to record their sales with the facility for AAI to obtain their sales data.
	1.2.7	The effort to capture the data in the proposed solution should be minimal and once established there should be no manual

		interference either by the Concessionaire and AAI to ensure that data integrity is maintained
	1.2.8	The solution should have the capability of performing Concession Sales Data verification/ audit based on defined criteria and to identify gaps. For example : Duplication of Check Numbers, Missing Check numbers etc.
	1.2.9	The solution should also be able to perform essential data validation to eliminate errors in uploads including removing duplications through proper work flows which would be subject to AAI internal audits. Error handling methods should include notification to a defined set or parties which will specify the records that are in error including the reason why the record is flagged as an error.
Operational Standard Reporting Minimum Requirements (Real Time)	1.3	Operational Standard reporting Minimum Requirements (Real Time)
	1.3.1	Daily Sales Transactions by Concessionaire
	1.3.2.	Category Wise Sales by concessionaire and by outlet
	1.3.3.	Nationality Wise Sales by concessionaire and by outlet
	1.3.4	Actual Sales vs. Budget vs. last year by Concessionaire, Product Category and Outlet
	1.3.5.	The above minimum reporting requirements should be capable of being run using and not limited to the following parameters :
		1. Product/ category/brand/supplier
		2. Nationality
		3. Outlet/POS Machine ID
		4. Airline/ Flight Number
		5. Date/ period Boundaries and Ranges (Hour, Day, PTD, MTX, YTD and yearly)
		6. Time of Sale/ Ranges
		7. Originating, terminating, arriving transfers and departing transfers
	1.3.6	The solution shall have the capability of exporting reports to other formats that shall include but not be limited to excel, PDF, CSV and HTML
Integration with Third party system	1.4	Integration with Third Party Systems
	1.4.1	The proposed solution should have a capability to integrate with third party solution providers using industry standard solutions and best practices. Typical third party systems would include and not be limited to the following :
		8. Airport Operations Data Base for Flight Schedules, Movements and Gate/ stand information
		9. Beacon and other footfall measuring technologies
Dashboards & KPI's		10. Loyalty systems used by concessionaires
	1.5	Dashboard & Reporting
	1.5.1	Concessionaire Performance Analysis
		11. By Concessionaire Type
		12. By Product Category
		13. By Periods (current Year vs. Previous Year, YTD, Period to Date)

		14. By Terminal and Zone
		15. Category Wise performance – 12 month rolling index
	1.5.2	Promotion Analysis
		16. Performance Analysis before and after promotions
		17. Performance Analysis before and after campaigns
		18. By Terminal and Zone
	1.5.3.	Peer to Peer Performance analysis
		19. By Product category
		20. By concessionaire
		21. By Terminal and zone
	1.5.4.	Buyer Behaviour Analysis
		22. Footfall Analysis by Concessionaire, nationality, time of day, flight number etc.
		23. Buyer Behaviour ie. Most Sold SKU's by concessionaire, nationality
		24. Passenger Spend Rate
Architecture and Infrastructure	1.6	Architecture and Infrastructure
	1.6.1	The proposed vendor needs to provide the hardware and network architecture of the proposed solution.
	1.6.2	The proposed vendor needs to provide the following architectural components needed for the proposed solution :
		25. Proposed Architecture Tiers – Example : Web-Application – DB or Application – DB etc.
		26. Any middleware Platform proposed by the vendor for the proposed solution.
		27. Network Architecture of the proposed solution.
		28. Number of servers that are needed. Split the requirement on Web, application and database. For the servers please specify the number of processing cores and memory requirements
		29. Storage requirements including backup architecture
		30. Database platform for the proposed solution
		31. Security Architecture including consideration of the encrypted data transfer across multiple VLAN's
	1.6.3	The solution should also be adaptable to future changes in Concessionaires/ POS machines
	1.6.4.	The proposed vendor should provide alternative method of capturing / loading data into the POS database in the event of system outage of the concessionaire systems.
	1.6.5.	The vendor needs to provide assurances to AAI and its concessionaires in relation to the security which the system offers in protecting the data/ method of transfer shared by concessionaires.
	1.6.6	For information : AAI will be providing all the infrastructure requirements. However, details of all infrastructure components needs to be provided as part of the Request for Proposal submission
	1.7	Support and maintenance

Support and Maintenances	1.7.1	The proposed vendor shall detail the warranty period of the provided solution. The warranty period and the date of commencement of the warranty shall be detailed
	1.7.2	The proposed vendor shall identify all the support and maintenance activities that will be covered during the warranty period
	1.7.3	The proposed vendor shall detail the post-warranty Support and Maintenance structure. This shall include support contracts, response time and resolution times, support escalation matrix, bug fix management and any other information that is deemed relevant.
	1.7.4	The proposed vendor shall detail the Support and Maintenance Fee structure to cover all activities included in Item 1.7.3 above.
	1.7.5.	The vendor shall propose a method for AAI to request for enhancements, new reports, new dashboards and KPT's as well as deployments needed for new concessionaires port go live of the solution footprint. This cost should be bundled along with the project for either a period of time or based on a fixed quantity with an option to extend when required.
	1.7.6.	The vendor shall propose a method for performing annual Health Checks on the application (both on concessionaire POS machines) as well as server side systems. These Health Checks may be bundled with Support and Maintenance activities proposed by the vendor or be treated as a separate service. This service should be priced accordingly.
Vendor Capabilities, case studies and references	1.8	Vendor Capabilities, Case Studies and References
	1.8.1	The vendor shall provide their company profile and detail their capabilities of delivering the required solution to AAI.
	1.8.2	The vendor should have a minimum of 3 years experience in providing data capture solutions for at least 3 airports or shopping centre.

DESIGN GUIDELINES

Note: For the purpose of this Schedule L, the Concessionaire agrees that the guidelines to be followed by the Concessionaire shall also refer to an obligation of the Concessionaire to ensure that such guidelines are followed by any of its sub-concessionaires and/or sub-licensees operating at the Airport.

Further, the Concessionaire agrees to pay damages in relation to non-compliance with Design Guidelines as per Schedule G and the provisions of Clause 18.2.1 (g) of the Concession Agreement.

Introduction

This document (“Design Guidelines”) provides guidelines for the Concessionaire.

These guidelines cover the two key components of design – aesthetics, and functionality.

They have been developed with the following objectives in mind:

- a) Traveler experience
- b) Traveler convenience
- c) Safety
- d) Maintainability
- e) Energy efficiency
- f) Innovation

If compliance with a guideline leads to a situation of conflicting objectives, passenger safety shall hold priority. However, in such compliance with these guidelines, there should not be an inordinate cost implication on the Concessionaire.

These guidelines have been prepared with extensive reference to the best practices adopted in a number of international airports. These guidelines prescribe the bare minimum requirements. The Concessionaire is also expected to follow Good Industry Practices and be governed by all Applicable Laws and regulations. The Applicable Laws and regulations shall hold priority in case of a conflict between the guidelines and the laws/regulations.

Aesthetics

For the development of Concessioned Premises at the Airport, the Concessionaire should derive aesthetic influence at two levels:

Catchment level – The Airport within the catchment area - *regional awareness*

In designing the overall composition of their commercial facilities, the Concessionaire is encouraged to understand and embrace the qualities of the catchment areas that define its character, including those related to the local culture and arts. Incorporating these unique traits aligns with the “sense of place” design philosophy, a core tenet of commercial design at airports.

Airport level – A cohesive offering at the Airport - *integration*

Commercial facilities at an airport should harmoniously integrate with its surroundings. The Concessionaire should be guided by the following principles in designing the Concessioned Premises -

- a) Responsive to traveler needs: Aesthetically enhance the quality of the traveler experience
- b) Open and engaging: Form an inspiring and visually engaging environment to promote vibrant commercial activity at the airport
- c) Forward-looking: Convey a progressive image appropriate to the evolving nature of air travel and the innovative spirit of India
- d) Consistent and frictionless appeal: Consistent with the facility’s immediate surroundings.

Functionality - Design and Quality standards

These guidelines relate to quality standards and design aesthetics. The design and quality standards are guiding in nature for most parts. As applicable, they establish the minimum acceptable standards of design and materials for the physical components of commercial spaces.

The guidelines are divided into the following two categories:

- a) General guidelines applicable to all commercial facilities
- b) Retail-specific guidelines

List of guidelines:

General guidelines applicable to all commercial facilities

- a) Design Control Zone
- b) Dimensions of commercial facilities
- c) Storefronts
- d) Wall partitions
- e) Entrance and closure systems
- f) Skirting
- g) Flooring
- h) Walls
- i) Ceilings
- j) Lighting
- k) Signage
- l) Rate chart
- m) Barrier free design requirement
- n) No conflict with other commercial concessions

Retail-specific guidelines

- Free-standing Kiosks
- Inline Retail

General Guidelines applicable to all Food & Beverage and General Retail Facilities

Design Control Zone

The following area inside the licensed premises shall be referred to as the “Design Control Zone”:

- a) 1200 mm from the storefront line for retail stores, and
- b) 2400 mm from the storefront line for food units

Within this area, the Authority retains approval of all aspects of the facility’s storefront design including furnishings, fixtures, signage, lighting and merchandise presentation.

Dimensions of Commercial Facilities

The length and breadth of the facility shall be strictly within the Concessionaire Managed Locations. No parts of the facility shall encroach common areas or obstruct passenger flow in any manner. Further, the base dimensions of the facility should be appropriate to the products/services vended. The height of the facility shall not exceed three meters from the floor.

Storefronts

Storefronts should offer the maximum exposure of the facility’s premises. Two-thirds (66%) of the storefront must be either fixed glass (tempered or safety), open access or a combination thereof.

Wall Partitions

- Wall partitions within the facility premises should be finished with a high level durable, good quality material such as tile, wood, or metal.
- Wall partitions must conform to flame spread ratings required by applicable codes and authorities having jurisdiction.
- Facility wall partitions must be supported and secured from within the facility’s premises.
- Facility wall partitions may not extend lower than 2950 mm above the finished floor and should align with the height of adjacent wall partitions where possible.

Entrances and Closure Systems

Closure systems should be of, but not be limited to, the following types:

- a) Frameless glass doors on bottom and top patch pivots with a 100 mm high stainless steel bottom rail or other approved finish.
- b) Single track frameless glass sliding doors. Note: Multiple track or stacking metal frame panels are not permitted and sliding doors when open should be concealed from public view.
- c) Folding aluminum grilles and closures with top hung track. Note: Grilles and closures should be finished in clear anodized aluminum, complete with emergency exit doors and tempered glass or perforated panels. Grilles should be stored in a pocket enclosure during business hours.
- d) Rolling overhead aluminum grille with recessed side-rails. Finish to be clear anodized.
- e) Under some conditions, wood storefronts, closures, trim and fittings may be permitted. Such details must conform to flame spread ratings required by applicable codes and authorities having jurisdiction.

Skirting / Trolley fenders

- a) In pre-security areas the facility should have a 380 mm (15”) skirting or across the width of each storefront where exposed to the public. The base should be of a durable material (such as stainless steel, tile, etc.) subject to the Authority’s approval. This base is to protect the storefront against damage from baggage carts and luggage.
- b) Exterior Base in post-security areas should be 250 mm (10”) across the width of each storefront where exposed to the public.

Flooring

- a) Material - The Authority will approve all floor materials on a case-by-case basis. However, the below table can serve as a guide -

Permitted materials	Remarks
Carpet	-
Carpet tile	Carpet tile is preferred over roll carpet
Stone tile	Includes marble, granite, slate, etc.
Ceramic tile	Includes porcelain

- b) Use of solvent free adhesives and low volatile organic compound (VOC) type solvents is required.
- c) Flooring materials not listed in the above tables may be allowed at the discretion of the Authority.
- d) New flooring may not be installed on top of old or existing flooring unless authorized by the Authority.
- e) Samples of flooring material shall be submitted to the Authority for approval.
- f) Carpet must be fire resistant, as per the standards contained in Applicable Laws.
- g) The use of flooring material containing asbestos is prohibited. Removal of existing asbestos tile must be done in accordance with Applicable Laws.
- h) The transition between facility’s flooring and the base building flooring should occur at a point deemed appropriate by the Authority.
- i) Where two flooring materials abut, the Concessionaire shall ensure that the finished floor elevations match, and that trip hazards are not created. If necessary, a threshold shall be used.
- j) When cutting existing quarry tile, the Concessionaire shall take necessary precautions to ensure that the cuts are clean, and shall be responsible for the replacement of damaged or chipped tiles.
- k) All grout shall be adequately sealed to prevent discoloration due to accumulation of dirt and grime.
- l) All penetrations through the concrete floor system assembly shall conform to Applicable Laws and guidelines, and will be required to be sealed by a fire stop system as well as waterproofed.
- m) When coring through the floor, spotters must be used below. All measures must be taken to reduce noise and control dust during construction work. If coring is required, the Concessionaire would be responsible for obtaining x-rays of the area and submitting the information to the Authority prior to work beginning. Use of ultra sound testing is not permitted. Any coring needs to be clearly highlighted in the designs/plans submitted to the Authority. The Authority retains all discretion to approve the said coring.
- n) Base building expansion joints within the licensed premises must be maintained. Any treatment to the expansion joint must be approved by the Authority prior to installation.

Walls

- a) Material - The Authority will approve all wall materials and finishes on a case-by-case basis. However, the below table can serve as a guide -

Permitted materials	Remarks
Stone tile	Includes marble, granite, terrazzo, etc. Encouraged in heavy passenger flow areas
Decorative metals	Includes stainless steel and pre-finished aluminum composite panels
Vinyl or textile wall covering	Encouraged in heavy passenger flow areas Specific attention required on corner and doorway treatments to prevent chipping
Solid surface (Acrylic/ poly resin)	Encouraged for horizontal surfaces in heavy passenger flow areas

Wall finishes not listed above may be allowed at the discretion of the Authority. Concessionaire is urged to consider durability and maintenance when selecting materials for use in high traffic areas.

- b) Pre-cast concrete columns and beams - No finishes are to be applied or affixed to the pre-cast concrete columns and beams in the terminal building
- c) Demising walls - The Concessionaire shall provide all wall treatments within the Concessionaire Managed Locations at its own expense. Direct mounting of wall fixtures on the demising walls will be at the discretion of the Authority. Slat wall panels and metal standards must be independently secured.
- d) Where walls are to be attached to tile floors, attachment must be done at grout lines, where possible.
- e) All drywall is to be a minimum thickness of 16 mm, fire rated to the most stringent rating of the Applicable Laws.
- f) Where painted drywall is to be used, a paint sample shall be provided to the Authority for approval. One coat of primer and two coats of colour are required. The use of colours that match or are compatible with those in the surrounding area of the terminal is encouraged.
- g) All studs are to be metal. Wooden studs are prohibited. Wooden blocking shall only be considered when specifically identified on the submitted construction drawings and if a change is required then the same will be at the Concessionaire's expense.
- h) All baseboards are to match the colour, type and height of existing adjacent baseboard material.
- i) For all walls, which are located adjacent to a public circulation corridor, or in any other area where baggage carts are commonly used, a durable base material shall be installed to a height of 380 mm above the level of the floor. Acceptable storefront base materials include: stainless steel, prefinished metals and stone, quarry or ceramic tile.
- j) No exposed exterior walls should be left un-finished, this includes the rear or sides of outlets that may fall within the sight-lines of any passengers.

Ceilings

Ceilings within the licensed premises should be uncovered with clear sightlines to the ceiling of the terminal building.

- a) In some cases The Authority may specify the ceiling material to be used.

- b) All drywall ceiling assemblies shall be a minimum 16 mm fire rated gypsum board.
- c) All closed in ceiling assemblies shall provide a minimum one hour fire resistance rating.
- d) All suspended ceiling material should be either acoustic ceiling panels or metal ceiling components. A sample shall be provided prior to installation for approval.
- e) Suspended ceiling systems must conform to all regulatory by-laws and codes having jurisdiction.
- f) Any mechanical panel access blocked shall be relocated to a suitable location at the Concessionaire's expense.
- g) Appropriate access to any mechanical or electrical equipment or fittings shall be provided in all ceiling installations.
- h) Wooden ceiling joists are strictly prohibited.
- i) No conduit, wiring, plumbing or mechanical apparatus shall be visible from above or below.
- j) All concession/store tops shall be maintained and cleaned on a frequent and regular basis by the Concessionaire.

Lighting

1. Type - The Authority will approve all lighting types and fixtures on a case-by-case basis. However, the below table can serve as a guide -

Permitted types	Remarks
Ceiling track halogen	Encouraged for product display
Incandescent pot	-
Recessed fluorescent	Encouraged
Metal halide	Eg. MR16HID
LED	Encouraged
Prohibited types	Remarks
Moving	-
Strobe	except for fire alarms and barrier free fixtures
Colored	-
Exposed fluorescent	-
Exposed flood lighting	-
Low voltage	Eg. MR16 Track Lighting

2. It is the preference of the Authority for use of energy efficient light fixtures e.g.: CFL's, LED's. Energy Star lighting products are encouraged.
3. A minimum level for interior lighting within commercial developments should be 300 lux.
4. Display and interior store lighting should comply with the following:
 - o A high level of incandescent illumination within the first 1200 mm of the storefront.
 - o Only commercial-quality fixtures, approved by the Authority shall be installed.
 - o Exposed fluorescent tubing is prohibited. However, recessed fluorescent pot lighting is encouraged.

- Neon may be permitted within the licensed premises subject to the Authority's approval. However, any exposed neon tubing should be at a minimum of 2400 mm above the floor and out of reach of the general public.
- In areas where there is no ceiling within the Concessionaire's space, no lighting fixtures may be attached to the base building ceiling or structure.

Signage

Brand identification is an integral element of the overall design and image of the Concessionaire's business. Signage should be unique, distinctive and graphically creative. Storefront signs should be compatible with the overall facility's design and should be of a compatible size, color and illumination. Concessionaire's signs should be visible but not so vivid as to overwhelm any adjacent outlet's signs or the airport way finding signage.

All signage installations require Authority approval. All signage associated with a proposed development must be submitted as a comprehensive package and shall be included as part of the initial submission.

- a) Material - The Authority will approve all sign design, materials and finishes on a case-by-case basis. However, the below table can serve as a guide -

Permitted material	Remarks
Polycarbonate panels	Internally illuminated (backlit box)
Individual backlight letters	-
Wooden	Painted or stained
Metal	-
Corporate logos or symbols	-
Back-painted or sandblasted store display windows	-
Carved or engraved lettering	-
Painted acrylic or metal	-

- b) Usage – The following restriction will apply on the usage of Signage -

Prohibited usage
Audible
Blinking
Flashing

- c) Electrical feeds for the Concessionaire's signs must be fed from the Concessionaire's panel.
- d) All in-store illuminated signs, graphics and incandescent lighting within the Design Control Zone must be on a separate time clock connected to the Concessionaire's distribution panel. Hours of operation will be set by the Authority.
- e) Indirectly illuminated opaque signs should not produce a visible brightness/luminance that exceeds 2000 lux.
- f) Conduit, transformers and other related equipment should be completely concealed from view.
- g) Signage materials, and illumination levels must be approved by the Authority.
- h) Lighting levels must not exceed 1000 lux at a point 500 mm from the face of the sign.

- i) Where applicable, attempts must be made to conceal exposed signage brackets and fastenings. Where brackets and fastenings cannot be hidden from view, they must be screened in a manner that minimizes their appearance.
- j) Prior to installation, the size, location(s) and installation details including: hangers, fastenings and bracing, anchors, conduit, mounting grounds and electrical connections must be approved by the Authority.

Main Identification Storefront Signage

All outlets shall present a minimum of one main identification sign per space based on one of the three types listed below:

- a) Concession with wall partition
 - At some locations, the Authority has provided a continuous drywall sign band on each storefront elevation.
 - Main identification signage mounted on the drywall sign band must not project lower than 2400 mm above the level of the floor.
 - The length of any sign may not exceed two-thirds (66%) of the storefront width.
 - Letter signs should be in proportion to the size of the sign band and should not exceed an average height of 450 mm.
 - The maximum projection of an individual letter sign's outer edge beyond the sign band/bulkhead fascia is 150 mm.
 - At the Authority's discretion, the Concessionaire may be allowed to install a three dimensional sign that projects a maximum 300 mm in any direction beyond the Concessionaire's sign bulkhead.
 - At the Authority's discretion, the Concessionaire may be allowed in addition to the storefront sign to install a blade sign. The size, design, material finish and mounting details are subject to the Authority's approval.
 - All through-wall neon should be contained in metal housings approved by the Authority with the front lip cut off flush with the sign band/ bulkhead face. Neon tube supports should not be fastened to the sign band or bulkhead- all supports should be within the letter figure or symbol. Support fastenings, such as screws and bent angles should be of a non-corrosive material or coating.
- b) Concession without wall partition (Storefront only)
 - Painted or applied signs on the surface of a glass storefront in a method approved by the Authority.
 - Sandblasted, etched or beveled glass with a concealed light source.
 - Individual metal letters applied to the surface of a glass storefront (maximum height 150 mm, minimum height 50 mm).
 - The length of any sign shall not exceed two-thirds (66%) of the store front width, with a maximum letter height of 450 mm.
- c) Free standing
 - At most one free-standing identification signage may be permitted only when the Concessionaire is unable to attach signage to a wall or bulkhead. Free-standing signage will be reviewed and approved by the Authority on a case-by-case basis.

Blade Signage

- a) All details of blade sign, location and fastening are subject to the Authority's approval.
- b) Blade signs must be non-illuminated with a maximum face of 600 mm x 600 mm, mounted perpendicular to the storefront.
- c) Blade signs may be:
 - Painted with a low luster paint in a method approved by the Authority;
 - Individual or script lettered, non-illuminated – maximum height 450 mm (18”), minimum height 100 mm;
 - A wood panel with raised letters or logo;
 - An engraved or etched stone or metal plaque;
 - A non-illuminated artisan's plaque.

Rate Chart

The display of rates of items/goods should be inside the facility, and not on front on the structure of front elevation, preferably through LED/LCD display.

Promotional and Temporary Signage

- a) Promotional signs are permitted provided they are of a temporary nature. Permanent promotional signs are not permitted.
- b) All signs, graphics and logos must receive the Authority's approval prior to installation.
- c) Free-standing signs are not permitted outside the Concessionaire Managed Locations.
- d) The Concessionaire should not erect or affix any sign or advertisement to the exterior of the licensed premises including windows and doors, without the Authority's approval.
- e) Advertising slogans and/or product identification signs are not permitted outside of the Concessionaire Managed Locations.

Barrier free design requirements

In addition to providing sufficient in-store circulation for luggage carts and passengers with hand luggage, the Concessionaire must comply with the Applicable Laws and guidelines for barrier-free design.

The Applicable Laws and guidelines have set standards for barrier free design with which the Concessionaire's designers must comply especially within all retail areas, lounges and restaurants. Particular attention must be paid to storefront entrances, paths of travel, in-store and entrance floor level changes, washrooms accessible to the public, doorways and doors, aisle widths, counter heights and widths, eye level displays, food and beverage seating and signage information.

No conflict with other commercial concessions

The Concessionaire should ensure that there is no conflict with other commercial concessions (such as advertisement, executive lounge, etc.) operating at the airport. In-shop advertisements to be restricted to the brand / products of the Concessionaire; no other advertisement shall be displayed in the facility premises.

Retail-specific guidelines:

Free-standing Kiosks

Strategically located free-standing feature units are an important design element within the commercial areas of the Airport. To ensure no ambiguity, a Free-Standing Kiosk is defined as a Retail Outlet unit without demising walls and bulkhead. The Concessionaire is required to adhere to the following guidelines for retail free-standing kiosks -

- a) The unit should be visually open, allowing clear visibility through all sides.
- b) Kiosks should be designed on a plinth of minimum 150 mm and up to 300 mm height.
- c) Appropriate access is to be provided to the kiosk with a minimum riser height of 150 mm.
- d) The partition walls may not extend higher than 3000 mm above the finished floor and should align with the height of adjacent partition wall where possible.
- e) Counters should be on average 900 mm in height with provision made for barrier free accessibility.
- f) Display cases may occupy up to thirty percent (30%) of the counter area and should not exceed 1200 mm in height.
- g) Counter fronts should be constructed of durable, high quality materials consistent with the overall kiosk design and be compatible with the materials and design of the Airport. Counter fronts should incorporate a continuous 250 mm high protective base. Canopies and overhead structures should be designed as an integral part of the kiosk. Internally illuminated materials are not permitted and the structure should be designed to hold the kiosk signage and lighting.
- h) The horizontal bottom edge of the kiosk canopy should be at a minimum 2250 mm above the floor.
- i) Overhead structures such as canopies should be constructed of durable, high quality materials.
- j) Where required, the Concessionaire is responsible for the provision of adequate refuse containers. Refuse containers should be built into the kiosk and enclosed in a manner consistent with the design of the kiosk.
- k) Each kiosk must have at least one primary identification sign. The sign should be integral to the design of the canopy with a maximum letter height of 300 mm and should not exceed 1200 mm in length.
- l) The method of construction and attachment to the kiosk is subject to the Authority's approval.
- m) All kiosk lighting should be within the licenses premises and directed towards the products. Task lighting should be focused on countertops and work areas; display lighting should be focused on the products.
- n) Display cases should be internally illuminated.
- o) Security systems or closures should be designed to be integral with the structure and constructed in materials that are consistent with the kiosk design
- p) Power and water lines must be cored through the base building floor slab to a fixed stub location within the kiosk.

Inline Retail

Design considerations for merchandizing and equipment -

- a) Provide minimum of 80% transparency from the public area into the licensed premises except where noted otherwise
- b) Provide an individual look while implementing the overall design intent of the project
- c) Create an inviting impression for the users
- d) Use high quality, durable materials such as -
 - Safety glass
 - Finished metals

- Stone
 - High impact painted drywall
- e) Utilize 100% transparent material wherever possible on storefront
 - f) Emphasize entries, display windows and merchandise
 - g) Incorporate high quality graphics in displays and sales areas
 - h) Accent merchandise with lighting

SCHEDULE - M**HANDOVER NOTIFICATION**

(to be signed by the Authority for each location before the respective Access Date indicating readiness for handover of any part of the Mater Concessionaire Managed Locations to the Concessionaire)

Unit No	Date of Handover Notification	Concessionaire Managed Locations	Level	Area (approx.) (in sqm)
Total				

SCHEDULE - N

Sample Illustration for calculation of pro-rated QMG and QAG in case of actual area of Concessioned Premises is greater than or lesser than the area of Concessioned Premises indicated in the RFP Document (For Indicative Purpose only):

S. No.	Particulars		Figure
Sample Figures Assumed in the Illustrative Case			
1.	Concession Year		01.04.2022 to 31.03.2023
2.	Applicable QG per PAX for the billing period	(A)	Rs. 5/-
3.	Concessioned Premises indicated in the RFP Document (Original Area)	(B)	300 SQM
		(B1)	Domestic Area: 200 SQM
		(B2)	International Area: 70 SQM
		(B3)	Common Area: 30 SQM
4.	Area of Additional Concessioned Premises allotted on 01.03.2023 (additional area)	(C)	50 SQM
		(C1)	Domestic Area: 25 SQM
		(C2)	International Area: 20 SQM
		(C3)	Common Area: 05 SQM
5.	Monthly Domestic Passenger Traffic in March'2023	(D)	1,50,000
6.	Monthly International Passenger Traffic in March'2023	(E)	50,000
Sample Calculation for QMG for the month March'2023			
7.	QMG for March'2023 as per original area ($F = (A \times D) + (A \times 2 \times E)$)	(F)	Rs. 12,50,000/-
8.	Prorated QMG (inclusive of original area and additional area) (G) = $= [(A \times D) \times \frac{B1}{(B1 + B3)} \times \frac{(B1 + C1)}{B1}]$ $+ [(A \times D) \times \frac{B3}{(B1 + B3)} \times \frac{(B3 + C3)}{B3}]$ $+ [(A \times 2 \times E) \times \frac{B2}{(B2 + B3)} \times \frac{(B2 + C2)}{B2}]$ $+ [(A \times 2 \times E) \times \frac{B3}{(B2 + B3)} \times \frac{(B3 + C3)}{B3}]$	(G)	Rs. 14,72,826.09/-
Pro-rated QAG for a Concession Year shall be sum total of QMG of each of the 12 Months in the Concession Year determined as per the actual area of Concessioned Premises (original + additional) in each Month.			

SCHEDULE - O**TRAFFIC PROJECTION FORMAT**

[Airport(s) to provide traffic projections (Domestic and International to be shown separately) for next 10 years (including the year of invitation of tender), would form part of RFP document.]

PAX TRAFFIC FORECAST – VARANASI AIRPORT			
YEAR	PASSENGERS (in Nos.)		
	International	Domestic	Total
2021-22	55689	1882602	1938291
2022-23	167067	2635642	2802709
2023-24	250601	2951919	3202520
2024-25	300721	3247111	3547832
2025-26	345829	3571822	3917651
2026-27	397703	3929004	4326707
2027-28	445427	4321905	4767332
2028-29	498879	4754095	5252974
2029-30	558744	5229505	5788249
2030-31	625793	5752455	6378249

APPENDIX-III – DISCLOSURE OF DEVELOPMENT PROJECTS

AIRPORT BRIEF

[include some information about the airport such as nature of catchment, nature of city, major airports connected – domestic and international, etc.]

Data	Domestic	International
Number of departing passengers in FY2019-20	13,70,118	1,07,100
Number of arriving passengers in FY2019-20	14,13,028	1,21,579

PLANNED AND ONGOING DEVELOPMENT PROJECTS

S. No.	Project	Nature
1		
2		
...		

Earliest date before which there shall be no relocation (partial/total) of the Concessionaire's locations on account of the abovementioned development projects –

[Date]

**APPENDIX-IV – REQUEST LETTER : TRANSMISSION OF BANK GUARANTEE COVER
MESSAGE**

(to be submitted by successful bidder 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 **AAIVARANASI** 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,

(Selected Bidder)

APPENDIX-V – INDICATIVE LIST OF RETAIL BRANDS

S. No.	Name of Brand	S. No.	Name of Brand	S. No.	Name of Brand
1.	Levi's	41.	Pretty Secrets	81.	Games the Shop
2.	Flying Machine	42.	Amante	82.	Croma
3.	Duke	43.	Clovia	83.	Redwolf
4.	Jack & Jones	44.	Puma	84.	Food world Express
5.	Wildcraft	45.	Mothercare	85.	Godrej Nature's Basket
6.	Espirit	46.	Gini and Jony	86.	Relay
7.	Tommy Hilfiger	47.	U.S. Polo Assn. Kids	87.	Reliance Fresh
8.	Van Heusen	48.	United Colors of Benetton	88.	Spar Hypermarket
9.	Calvin	49.	YK	89.	Amul
10.	Klein	50.	Allen Solly Junior	90.	MTR
11.	Polo Ralph Lauren	51.	Mango Kids	91.	Nikon
12.	Raymond	52.	Marks & Spencer	92.	Samsung
13.	Arrow Sport	53.	612 League	93.	Canon
14.	Monte Carlo	54.	Teakwood Leathers	94.	Zeiss
15.	Adidas	55.	Hidesign	95.	Panasonic
16.	Nike	56.	Victorinox	96.	Sony
17.	Converse	57.	Chumbak	97.	Teakwood
18.	Reebok	58.	Lavie	98.	Leathers
19.	SEVEN	59.	Skybags	99.	BeingHuma
20.	Manyavar	60.	Da Milano	100.	Peter England
21.	Manu	61.	Lino Perros	101.	Happily Unmarried
22.	Even	62.	Swiss Military	102.	Allen Solly
23.	British Club	63.	Swarovski	103.	Celio
24.	The Indian Garage Co.	64.	Zaveri Pearls	104.	Fastrack
25.	Khadi	65.	Dress Berry	105.	Columbia
26.	Calvin Klein	66.	Nakshatra	106.	Louis Philippe
27.	Jockey	67.	Bhima Jewellers	107.	Marks & Spence
28.	Basiics	68.	Kalyan Jewellers	108.	Da-Milano
29.	Chromozome	69.	Tanishq	109.	Ed Hardy
30.	FCUK	70.	Gitanjali	110.	Reliance Digital
31.	Fabindia	71.	TBZ	111.	The Mobile Store
32.	Amoli	72.	Malabar Gold	112.	Vodafone
33.	Biba	73.	Joyalukkas	113.	Forever21
34.	Global Desi	74.	Fisher-price	114.	The North Face
35.	W	75.	Quechua	115.	Chumbal
36.	AND	76.	Toys "R"Us	116.	Kama Ayurveda
37.	Madame	77.	RCS Toys	117.	Cath Kidston
38.	Vero Moda	78.	Hamleys	118.	Adidas Originals
39.	Forever 21	79.	Firstcry	119.	Clarks
40.	Zivame	80.	Funskool	120.	Crocs

S. No.	Name of Brand	S. No.	Name of Brand	S. No.	Name of Brand
121.	Bata	161.	Brother	201.	VIP
122.	Mochi	162.	Eureka Forbes	202.	Kaya Skin Clinic
123.	Carlton London	163.	Luminous	203.	Schwarzkopf Professional
124.	METRO	164.	Voltas	204.	Hallmarks
125.	Boutique	165.	LG	205.	Archies gallery
126.	Ajmal India	166.	Bosch	206.	Ferns N Petals
127.	Dolce & Gabbana	167.	A O Smith	207.	Titan
128.	The Body Shop	168.	V Guard	208.	Maxima
129.	GUESS	169.	Symphony	209.	Rado
130.	SKINN	170.	O General	210.	Home Town
131.	MAC	171.	Daikin	211.	Versace Home
132.	Health & Glow	172.	Honeywell	212.	Interio
133.	Lakme	173.	Blue Star	213.	Nilkamal @ home
134.	Clinique	174.	Dell	214.	Style Spa
135.	Maybelline	175.	HP	215.	Urban Ladder
136.	Colorbar Cosmetics	176.	Sandisk	216.	Evok
137.	Faces	177.	Logitech	217.	Kohler
138.	Loreal	178.	Asus	218.	Spencer's
139.	ColorbarCosmetics	179.	Lapcare	219.	Spar
140.	Bausch & Lomb	180.	Apple	220.	Elica
141.	Loreal Paris	181.	Imagine	221.	Black & Decker
142.	Colorbar Cosmetics,	182.	Harman Kardon	222.	Prestige
143.	Shopper's Stop	183.	Mi	223.	Glen
144.	Faces,	184.	Helios	224.	Jaguar
145.	HOK Makeup	185.	Crossword	225.	Hettich
146.	John Jacobs	186.	A H Wheeler	226.	Asian Paints
147.	Lenskart	187.	DC Books	227.	Pergo
148.	Ray Ban	188.	Delhi Book Store	228.	ACC
149.	Carrera	189.	Gita Press	229.	Decathlon
150.	D'Décor	190.	Oxford Books	230.	Schwinn
151.	Pepperfry	191.	Higginbothams	231.	Umbro
152.	Durian	192.	Landmark	232.	Metco
153.	Bombay Dyeing	193.	Yamaha	233.	Asics
154.	Kurl-On	194.	Music Square	234.	Casino Sutra
155.	Zuari	195.	Furtados	235.	Planet Sports
156.	IKEA	196.	BOSE	236.	Apollo Pharmacy
157.	Philips	197.	Skullcandy	237.	Medplus
158.	Godrej	198.	Next	238.	Vigen India
159.	USHA	199.	Samsonite	239.	Generic Medicines
160.	Bajaj	200.	Aristocrat	240.	Bodymart
				241.	Amway

[NOTE: Brands not falling within the indicative list provided under Appendix-V, may also be considered and permitted by Authority at post award stage at its sole discretion, to which bidder / concessionaire must obtain approval / permission of Authority in writing within business incubation period.]