



वाणिज्यिक अनुदेश सं0 11/2020

विषय: वाणिज्यिक पुस्तिका 2019 - संशोधन सं0 03

वाणिज्यिक पुस्तिका 2019 दिनांक 01.04.2019 से लागू की गयी थी। तत्पश्चात, विभिन्न क्षेत्रों एवं स्टेशनों से प्राप्त टिपत्रियों/ सुझावों/ प्रस्तावों के आधार पर वाणिज्यिक पुस्तिका संशोधन सं0 01 एवं 02, वाणिज्यिक अनुदेश सं0 04/2019 दिनांक 06.08.2019 एवं वाणिज्यिक अनुदेश सं0 07/2019 दिनांक 18.11.2019 द्वारा जारी की गयी थी।

- उपरोक्त के क्रम में, सी0ए0बी0 की इस विषय पर 294वीं बैठक में दी गयी अनुशंसा के आधार पर अध्यक्ष महोदय ने संशोधन सं0 03, जो की वाणिज्यिक पुस्तिका 2019 के विभिन्न प्रावधानों से संबन्धित है, का अनुमोदन किया है। संशोधन सं0 03 Annexure-A पर संलग्न है, जिसमें कुल 05 पृष्ठ हैं, Annexure-A के अनुलग्नक Annexure-A1 (03 पृष्ठ) एवं Annexure-A2 ((03 पृष्ठ) हैं जो की साथ में संलग्न है।
- यह वाणिज्यिक अनुदेश तत्काल प्रभाव से लागू होता है।
- यह वाणिज्यिक अनुदेश भा0वि0प्रा0 की वेबसाइट पर निम्नलिखित पाथ पर उपलब्ध है:
www.aai.aero/en → Emp Login → Circulars & Orders (Double Click) → check Circulars only → select Department (Commercial) → Search

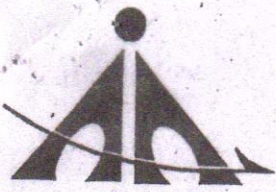
किशन लाल शर्मा
कार्यपालक निदेशक (वाणिज्य)

संलग्नक : यथोपरि

वितरण सूची:

- अध्यक्ष, भा0वि0प्रा0 के ई0ए0, नि0मु0
- सदस्य (मानव संसाधन), नि0मु0
- सदस्य (वित्त), नि0मु0
- सदस्य (संचालन), नि0मु0
- सदस्य (प्लानिंग), नि0मु0
- सदस्य (ए0एन0एस0), नि0मु0
- मुख्य सतर्कता अधिकारी, नि0मु0
- कार्यपालक निदेशक (वित्त)- I/II, नि0मु0
- क्षेत्रीय कार्यपालक निदेशक, उत्तरी क्षेत्र/ पश्चिमी क्षेत्र/ पूर्वी क्षेत्र/ दक्षिण क्षेत्र/ पूर्वोत्तरी क्षेत्र
- समस्त विमानपत्तन निदेशक
- वाणिज्य प्रभारी - क्षेत्रीय मुख्यालय (NR/ER/SR/WR/NER), चेन्नई/ कोलकाता विमानपत्तन
- कार्यपालक निदेशक (सतर्कता)
- महाप्रबंधक (आई0टी0)- वाणिज्यिक अनुदेश को भा0वि0प्रा0 की वेबसाइट पर अपलोड करने के संबंध में।

09-170
04/02/2020



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

F. No. AAI/CHQ/COMML/CM-A3/2020/06

Date: 03/02/2020

Commercial Instruction No. 11/2020

Subject: Commercial Manual 2019 - Amendments No. 03

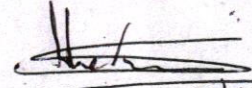
Commercial Manual-2019 came into force w.e.f. 01.04.2019. Subsequently, based on the comments/ suggestions/ proposition received from various Regions and Stations, Commercial Manual Amendments no. 01 and 02 were issued vide Commercial Instruction no. 04/2019 dated 06.08.2019 and Commercial Instruction no. 07/2019 dated 18.11.2019.

2. In continuation to above, based upon the recommendations of CAB in its 294th meeting, Chairman has approved the amendments no. 03 (enclosed herewith as Annexure-A, containing 05 pages and Annexure thereto as Annexure-A1 and Annexure-A2 containing 03 pages each), regarding various provisions of Commercial Manual-2019.

3. This is applicable with immediate effect.

4. The commercial instruction is available at AAI website under the following path:

www.aai.aero/en → Emp Login → Circulars & Orders (Double Click) → check Circulars only → select Department (Commercial) → Search


(K.L. Sharma) 3/2/2020

Executive Director (Commercial)

Distribution:


1. EA to Chairman, AAI, CHQ
2. Member (HR), AAI, CHQ
3. Member (Finance), AAI, CHQ
4. Member (Ops.), AAI, CHQ
5. Member (Planning), AAI, CHQ
6. Member (ANS), AAI, CHQ
7. Chief Vigilance officer, AAI, CHQ
8. Executive Director (Finance) – I/II, AAI, CHQ
9. Regional Executive Director, AAI, Northern Region/Western Region/
Eastern Region/ Southern Region/ North Eastern Region
10. All APDs/APCs
11. Commercial – In- Charge,
RHQ, NR/ER/SR/WR/NER/Chennai/Kolkata Airports
12. ED (Vigilance), AAI, CHQ
13. GM (IT), Safdarjung Airport – Please Upload the above Commercial
Instruction no. 07 on AAI Website.

**MODIFICATIONS/ AMENDMENTS TO THE COMMERCIAL
MANUAL- 2019**

S No	Page No., Para & Chapter of CM	Existing Provision	Amended provision
1.	Pg. No. 38 Chapter – 7.5 Para 7.5.1 (VI)	<p><u>Opening and Evaluation of Technical Bids</u></p> <p>Note: In case of single or nil bids received (checked in “Bids Submitted Tender” page of CPP portal) the bid submission date shall be extended for 15 days before the technical bid opening date with approval from NIT approving authority. Even after extension only single bid remains the tender may be opened and processed after approval of competent authority. In case no bids are received, even after extension tender is to be cancelled and retendered.</p>	<p><u>Opening and Evaluation of Technical Bids</u></p> <p>Note: In case of single or nil bids received (checked in “Bids Submitted Tender” page of CPP portal) the bid submission date shall be extended for 15 days before the technical bid opening date with approval from NIT approving authority. Even after extension only single bid remains the tender may be opened and processed after approval of <u>NIT approving authority</u>. In case no bids are received, even after extension tender is to be cancelled and retendered.</p>
2.	Pg. No. 38 Chapter – 7.5 Para 7.5.3 Note	<p>Note:</p> <ul style="list-style-type: none"> In case of exceptional circumstances or as directed, any deviation to be considered in the above procedure has to be approved by competent authority 	<p>Note:</p> <ul style="list-style-type: none"> In case of exceptional circumstances with proper justifications, any deviation to be considered in the above procedure has to be approved by <u>NIT Approving Authority</u>.
3.	Chapter 7.3 – MRLF Fixation Para 7.3.2	<p>“If the previous contract has been terminated on any ground before the 50% tenure of the contracted period, then the amount of MRLF based on the last license fee receive/billed may be considered by giving reduction of 15% on the existing license fee with appropriately documenting reasons for the same.”</p>	<p>If the previous contract has been terminated on any ground before the 50% tenure of the contracted period, then the amount of MRLF may be considered as per the following:</p> <p>a) (I) If the License fee received/quoted in the tender was above 110% of the MRLF and wherein 3 or more bids were received, the MRLF shall be fixed at an amount</p>



S No	Page No., Para & Chapter of CM	Existing Provision	Amended provision
			<p>equal to the amount quoted by the H2 bidder.</p> <p>(II) In case where License fee received/ quoted in the tender was above 110% of the MRLF and wherein 2 bids were received, the new MRLF shall be fixed at an amount equal to the last MRLF</p> <p>b) If the license fee received/quoted in the tender was less than or equal to 110% of the MRLF and wherein 2 or more bids were received, upto 15% reduction on the last license fee received/billed, may be considered to fix the new MRLF with appropriately documenting the reasons for the same.</p> <p>c) In case of single tender, the new MRLF shall be fixed at an amount equal to the last MRLF</p>
4.	<p>Chapter 8.11: Concession/ License Termination</p> <p>Page no. 81.</p>	New insertion	<p>8.11.3</p> <p>I. If the party serves notice for termination then the Airport In Charge/Airport Director should take action for obtaining the approval of the Tender accepting authority for the notice and convey the decision to the party accepting the notice period. However, the date of receiving the notice at AAI will be treated as the date of commencement of notice period. The notice given by the party should invariably acknowledged by the Airport In Charge/ Airport Director.</p> <p>II. The notice for termination from AAI side shall be served by the Airport In Charge/Airport Director provided the same is approved by the Tender</p>



S No	Page No., Para & Chapter of CM	Existing Provision	Amended provision						
			<p>accepting authority. No provisional notice for termination can be issued.</p> <p>III. Once the notice for termination has been served, Airport In Charge/Airport Director should take immediate action for processing fresh tender action.</p>						
5.	5.2.1/C1/b). Page 143 read with CI No. 07/2019 [CM 2019 – Amendment no. 2, S. No. 5]	New Insertion:	<p>Two separate facilities for Motor Cab and Maxi Cab shall be provided at Mega and “A” category Airports. Tenders should be invited as below:</p> <table border="1" data-bbox="917 793 1316 1587"> <thead> <tr> <th data-bbox="917 793 1029 941">Category of Airports</th> <th data-bbox="1029 793 1316 941">Facility</th> </tr> </thead> <tbody> <tr> <td data-bbox="917 941 1029 1349">“Mega” and “A”</td> <td data-bbox="1029 941 1316 1349"> Two separate facilities: 1. “Motor Cab” (Cab to carry not more than six passengers, excluding the driver) 2. “Maxi Cab” (Cab to carry more than six passengers, but not more than twelve passengers, excluding the driver) </td> </tr> <tr> <td data-bbox="917 1349 1029 1587">“B”, “C”, “D” and “Other s”</td> <td data-bbox="1029 1349 1316 1587"> Single facility as per Commercial Manual – 2019 and its amendments, i.e., General Car Rental Services (for Motor Cab and Maxi Cab) </td> </tr> </tbody> </table> <p>2. 50% of Cab should not be more than 03 years old.</p> <p>The policy specifications to operate “Motor Cab Service” and “Maxi Cab Service” are appended as Annexure – A1 and Annexure – A2 respectively.</p>	Category of Airports	Facility	“Mega” and “A”	Two separate facilities: 1. “Motor Cab” (Cab to carry not more than six passengers, excluding the driver) 2. “Maxi Cab” (Cab to carry more than six passengers, but not more than twelve passengers, excluding the driver)	“B”, “C”, “D” and “Other s”	Single facility as per Commercial Manual – 2019 and its amendments, i.e., General Car Rental Services (for Motor Cab and Maxi Cab)
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“Mega” and “A”	Two separate facilities: 1. “Motor Cab” (Cab to carry not more than six passengers, excluding the driver) 2. “Maxi Cab” (Cab to carry more than six passengers, but not more than twelve passengers, excluding the driver)								
“B”, “C”, “D” and “Other s”	Single facility as per Commercial Manual – 2019 and its amendments, i.e., General Car Rental Services (for Motor Cab and Maxi Cab)								



S No	Page No., Para & Chapter of CM	Existing Provision	Amended provision
6.	C.I. 04/2019 (Amendment no. 1 – Annexure A, pg. 13 (of 30), S.No. 37 b) (iii)	Sealed offers (MRLF as described above) along with EMD of Rs. 1,00,000/- may be invited (Category 'D', 'E' and below category airports are exempted) from Scheduled Commercial Banks through Banks' Branch offices/Regional offices or Corporate Office for setting up and operation of ATMs at the respective airports.	Sealed offers (MRLF as described above) along with EMD of Rs. 1,00,000/- may be invited (Category 'D', 'E' and below category airports are exempted from payment of EMD) from Scheduled Commercial Banks through Banks' Branch offices/Regional offices or Corporate Office for setting up and operation of ATMs at the respective airports.
7.	Annexure XXII, (III) Money Exchange Counters, S.No. 18, Page 297	Banks/Custom Department undertaking Money Exchange Business at airports should follow AAI terms and conditions for the same i.e. they are liable to pay Special Space Licence Fee as applicable. In case already a Money Exchange Counter is in operation at the airport then Banks should route the money exchange business through AAI authorized agency or they should match the AAI's terms and conditions applicable on Money Exchange Counter facility.	<p>a) At an airport Banks/Financial Institutions (FI's) are entrusted as per the requirement of customs department (purely for statutory customs duty collections), then applicable normal space rent at the airport is to be charged for the total allotted area for such counters along with CAMS, utility charges, GST etc. as applicable.</p> <p>b) It should be ensured that the said Banks/ FI's are not engaged in Commercial/For-profit money exchange business at this/these counter(s). However, these agencies may be permitted to undertake Money Exchange business of up to 50 USD per passenger on production of valid documents.</p> <p>This would be to facilitate traveling passengers to meet out their basic requirements like booking of Cabs, refreshments etc.</p>
8.	CI No. 04/2019 (Commercial Manual	For "Other" airports that were not covered in the list as per Annexure IV-A: Vehicle Parking Policy of Commercial Manual, the following orders are issued:	For "Other" airports that were not covered in the list as per Annexure IV-A: Vehicle Parking Policy of Commercial Manual, the following orders are issued:



S No	Page No., Para & Chapter of CM	Existing Provision	Amended provision
	2019- Amende ment No. 1) dated 06.08.201 9	<p>a. Open Tenders are to be invited (inclusion of additional airports for using the empanelment list will be communicated/updated by CHQ).</p> <p>b. The periodicity of the contract would be three (03) years.</p> <p>c. Automation aspect should not be considered while inviting tender. However, provision for computerized billing should be ensured.</p> <p>d. Access fee would not be levied.</p> <p>e. Other terms and conditions under the tender to be invited shall be as per Commercial Manual (Annexure-IVA of Commercial Manual).</p>	<p>a. Open Tenders are to be invited (inclusion of additional airports for using the empanelment list will be communicated/updated by CHQ).</p> <p>b. The periodicity of the contract would be three (03) years.</p> <p>c. Automation aspect should not be considered while inviting tender. However, provision for computerized billing should be ensured.</p> <p>d. Access fee would not be levied.</p> <p>e. Gestation period shall be 30 days.</p> <p>f. Other terms and conditions under the tender to be invited shall be as per Commercial Manual (Annexure-IVA of Commercial Manual).</p>



**Policy for operating “Motor Cab Service” at “Mega” & “A”
Category of Airports**

Sl. No.	Policy Parameter	Criteria
1	Eligibility / experience	<p>a. The tenderer should possess minimum fifty (50) * numbers of Motor Cabs (i.e. any motor vehicle constructed or adapted to carry not more than six passengers, excluding the driver) either in its own name or having acquired the same through a hire purchase/lease agreement.</p> <p>* 50 % of the Motor cabs should not be more than three years old.</p> <p>b. The agency should have two years' experience in similar kind of business during the last seven years.</p> <p>*Documentary proof to be submitted by the bidder in the tender</p>
2	Financial Eligibility	Turn over criteria: As per Commercial Manual chapter 7.2
3	Selection Model	Bidding on MRLF
4	Counter location	Arrival Hall
5	Periodicity	03 years
6.	Gestation period	Maximum 90 days or actual commencement of commercial operations, whichever is earlier
7.	Annual escalation, Fixation of MRLF, Security Deposit, EMD, Tender Fee, etc.	As per Commercial Manual
8.	Special Terms & Conditions	Attached as per Appendix-A
9.	Airports proposed	“Mega” & “A” Category only



Appendix-A of Annexure A1

Special Terms & Conditions of "Motor Cab Service"

1. The rate to be charged by the licensee should be prominently displayed at the booking counter so that it is clearly visible to all passengers. Further, the rates to be charged should be in line / comparable with Govt. approved pre-paid taxi rates or tour operators in the city.
2. Proper record should be maintained by the licensee regarding "**Motor Cab Service**" rendered to the passengers. AAI has the right to inspect the records as and when required.
3. The details such as Registration No/ R.C. Book etc. of the cars put into "**Motor Cab Service**" should be intimated to the Airport Director.
4. The working hours, name of the licensee and period of the contract shall be displayed in the counter.
5. It is the responsibility of the licensee to obtain all applicable clearances/ permits from the respective Govt. agencies /local authorities, if any, for running the subject facility.
6. The licensee shall not erect or display any advertisement, hoarding, banners or signboards or undertake any modifications/construction plan at the allotted space. Any specific requirement regarding display of signboards of successful licensee should be approved from Airport Director.
7. The licensee shall provide proper uniform to all its employees, as per the specification to be approved by AAI, to his workers/ supervisors at his/their own cost. The licensee will also ensure that these are worn by the employees while on duty and kept in tidy condition along with nameplate indicating their name conspicuously.
8. Penalty: The penalties of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per incident will be imposed on violation of terms & Conditions of agreement at applicable rates or decided by the appropriate authority /Competent Authority from time to time. The violations will include the following also: -
 - i) Non-issue of receipt to passenger,
 - ii) Misbehavior by staff and
 - iii) Over charging etc.,
9. The licensee has to make payments to its employees as prescribed under minimum wages act and as per all the related statutory provisions applicable



thereto. And also the licensee/company/agency should ensure their registration with PF & ESI purposes and compliances of contract labour provision too.

10. The licensee has to install computerized system for issuance of **Motor Cab** slip. It should contain number of the vehicle, Mobile Number of the driver, Emergency contact number, Destination of the Vehicle, Fare, Distance and all other details which are essential for the safety of the passenger. Billing system shall be integrated with AAI e-POS system, if AAI implements e-POS system. The cost of this integration shall be borne by AAI.
11. The licensee shall maintain a complaint register in the counter, easily accessible to the customers for recording their suggestions/ complaints.
12. The licensee shall frame a dispute resolution mechanism to sort out issues arising among the drivers, drivers and vehicle owners, drivers and licensee etc. AAI will not be responsible for any such issues that are internal to the "**Motor Cab Service**" system and out of the purview of the agreement terms and conditions. It will be solely the responsibility of the licensee to redress such disputes in an efficient manner.
13. The licensee shall comply with all Central and state Rules and Regulation related to operation of vehicles, as amended from time to time.
14. The character and antecedent of the driver should be verified from the police Authorities and a report is to be kept in the counter and the same should be made available for verification by AAI at any time.
15. The licensee must have provision to provide printed bill to the passengers/users on account of using subject services. The Provision should be made to accept the International Credit/Debit Cards and other means of e-payment mechanism i.e. paytm, mobikwik, BHIM etc. In the counter. The licensee shall make arrangements to accept payments through at least 02 e-payment modes apart from cash receipts.
16. Licensee has to pay parking fee to the parking contractor as per the terms & conditions of prevailing car parking license at the respective airport.
17. The licensee shall have no claim of monopoly and the Authority shall be at liberty to permit/provide other similar licensee/counters at other area within/outside Terminal Building, as may be necessitated by demand or as desired by the Authority.
18. All the above conditions shall form part of the agreement.



(Signature of Licensee)

**Policy for operating “Maxi Cab Service” at “Mega” & “A”
Category of Airports**

Sl. No.	Policy Parameter	Criteria
1	Eligibility / experience	<p>a. The tenderer should possess minimum fifty (50) * numbers of Maxi Cabs (i.e. any motor vehicle constructed or adapted to carry more than six passengers, but not more than twelve passengers, excluding the driver) either in its own name or having acquired the same through a hire purchase/lease agreement.</p> <p>* 50 % of the Maxi cabs should not be more than three years old.</p> <p>b. The agency should have two years' experience in similar kind of business during the last seven years.</p> <p>*Documentary proof to be submitted by the bidder in the tender</p>
2	Financial Eligibility	Turn over criteria: As per Commercial Manual chapter 7.2
3	Selection Model	Bidding on MRLF
4	Counter location	Arrival Hall
5	Periodicity	03 years
6.	Gestation period	Maximum 90 days or actual commencement of commercial operations, whichever is earlier
7.	Annual escalation, Fixation of MRLF, Security Deposit, EMD, Tender Fee, etc.	As per Commercial Manual
8.	Special Terms & Conditions	Attached as per Appendix-A
9.	Airports proposed	“Mega” & “A” Category only

Appendix – A of Annexure – A2

Special Terms & Conditions of “Maxi Cab Service”

1. The rate to be charged by the licensee should be prominently displayed at the booking counter so that it is clearly visible to all passengers. Further, the rates to be charged should be in line / comparable with Govt. approved pre-paid taxi rates or tour operators in the city.
2. Proper record should be maintained by the licensee regarding “Maxi Cab Service” rendered to the passengers. AAI has the right to inspect the records as and when required.
3. The details such as Registration No/ R.C. Book etc. of the cars put into “Maxi Cab Service” should be intimated to the Airport Director.
4. The working hours, name of the licensee and period of the contract shall be displayed in the counter.
5. It is the responsibility of the licensee to obtain all applicable clearances/ permits from the respective Govt. agencies /local authorities, if any, for running the subject facility.
6. The licensee shall not erect or display any advertisement, hoarding, banners or signboards or undertake any modifications/construction plan at the allotted space. Any specific requirement regarding display of signboards of successful licensee should be approved from Airport Director.
7. The licensee shall provide proper uniform to all its employees, as per the specification to be approved by AAI, to his workers/ supervisors at his/their own cost. The licensee will also ensure that these are worn by the employees while on duty and kept in tidy condition along with nameplate indicating their name conspicuously.
8. Penalty: The penalties of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per incident will be imposed on violation of terms & Conditions of agreement at applicable rates or decided by the appropriate authority /Competent Authority from time to time. The violations will include the following also: -
 - i) Non-issue of receipt to passenger,
 - ii) Misbehavior by staff and
 - iii) Over charging etc.,
9. The licensee has to make payments to its employees as prescribed under minimum wages act and as per all the related statutory provisions applicable



thereto. And also the licensee/company/agency should ensure their registration with PF & ESI purposes and compliances of contract labour provision too.

10. The licensee has to install computerized system for issuance of **Maxi Cab** slip. It should contain number of the vehicle, Mobile Number of the driver, Emergency contact number, Destination of the Vehicle, Fare, Distance and all other details which are essential for the safety of the passenger. Billing system shall be integrated with AAI e-POS system, if AAI implements e-POS system. The cost of this integration shall be borne by AAI.
11. The licensee shall maintain a complaint register in the counter, easily accessible to the customers for recording their suggestions/ complaints.
12. The licensee shall frame a dispute resolution mechanism to sort out issues arising among the drivers, drivers and vehicle owners, drivers and licensee etc. AAI will not be responsible for any such issues that are internal to the "**Maxi Cab Service**" system and out of the purview of the agreement terms and conditions. It will be solely the responsibility of the licensee to redress such disputes in an efficient manner.
13. The licensee shall comply with all Central and state Rules and Regulation related to operation of vehicles, as amended from time to time.
14. The character and antecedent of the driver should be verified from the police Authorities and a report is to be kept in the counter and the same should be made available for verification by AAI at any time.
15. The licensee must have provision to provide printed bill to the passengers/users on account of using subject services. The Provision should be made to accept the International Credit/Debit Cards and other means of e-payment mechanism i.e. paytm, mobikwik, BHIM etc. In the counter. The licensees shall make arrangements to accept payments through at least 02 e-payment modes apart from cash receipts.
16. Licensee has to pay parking fee to the parking contractor as per the terms & conditions of prevailing car parking license at the respective airport.
17. The licensee shall have no claim of monopoly and the Authority shall be at liberty to permit/provide other similar licensee/counters at other area within/outside Terminal Building, as may be necessitated by demand or as desired by the Authority.
18. All the above conditions shall form part of the agreement.

(Signature of Licensee)

