NIT / Tender Document

AIRPORTS AUTHORITY OF INDIA
Kullu-Manali Airport

Notice Inviting E-Tender (NIT)

For

License of Automatic Vending Machines for Soft Beverages

at

Kullu-Manali Airport

E-bid no / Tender ID: 2026_AAI_290434_1

September'2026

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DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Tender or otherwise, including the accuracy, adequacy, correctness, completeness or

reliability of the E-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Tender or arising in any way for participation in the bidding process.

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

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

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

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

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

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AIRPORTS AUTHORITY OF INDIA

DEPARTMENT OF COMMERCIAL

E-tenders are invited for facility of Automatic Vending Machines for Soft Beverages at Kullu-Manali Airport.

INTRODUCTION

1. Airports Authority of India is ("AAI") is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.

2. AAI is desirous of participation of eligible entities in the subject e-tender for award of license for **facility of Automatic Vending Machines for Soft Beverages** Kullu-Manali Airport.

3. AAI came into existence on 1ST April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:

   - Design, development, operation and maintenance of passenger terminals
   - Development and management of cargo terminal at international and domestic airports
   - Provision of passenger facilities at terminals like F&B, Retail, Vehicle Parking, Duty Free Outlet, Duty Paid Liquor Shop, Executive Lounge, Wellness Center/SPA, Ground Transportation services, ATM, Money Exchange etc.

4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.

5. During the **Financial Year 2022-23**, AAI has recorded a Total **Revenue** of **Rs. 12172.35 Crores** and a **Profit after Tax (PAT)** of **Rs. 2972.05 Crores**

6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.

7. Major Airlines and Passenger Traffic data of the airport is placed below:

   Major Airlines: Alliance Airlines,

   Passengers Traffic Data of Kullu-Manali Airport during the last 05 Financial Years:

Particulars	F.Y. 2021-22	F.Y. 2022-23	F.Y. 2023-24	F.Y. 2024-25	F.Y. 2025-26
Passengers in numbers	21,026	18,060	17,068	30,017	20,843

NOTICE INVITING E-TENDER (NIET)

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

Name of Facility	**License for facility of Automatic Vending Machines for Soft Beverages at Kullu-Manali Airport.**
Earmarked Area / Location	**2.25 sq m. in Arrival Hall** **2.25 sq m. in city side** **Total 4.5 sq m. (approx.)** or as decided by AAI
Tender Processing Fees (in INR)	**₹ 2,000/-** (Rupees Two Thousand only)
Earnest Money Deposit (EMD) (in INR)	**₹ 50,000/-** (Rupees Fifty Thousand only)
Minimum Reserved License Fee (MRLF)	**₹ 4,354/-** (Rupees Four Thousand Three Hundred and Fifty Four only) (Applicable Taxes and charges extra)

NOTE:

a) Bidding shall be done on MRLF.

b) Bids / Quotes received which are less than MRLF shall not be considered.

c) Highest quote / offer received shall be the sole parameter for selection of highest bidder.

d) Monthly license fees shall be the quoted license fees. The quoted license fee is subject to annual escalation as detailed in NIT.

e) In addition to above license fee, the selected bidder shall be liable to pay:

(i) Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is ₹1,160/- per SQM per month (for A/C space) and ₹770/- per SQM per month (for Non-A/C space) applicable for FY 2026-2027 which is subject to annual escalation of 7.5% per annum from 1st April of every year [the rates derived after annual escalation shall be rounded off to the nearest multiple of ten (10)] or as fixed by AAI from time to time.

(ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.

(iii) Utility Charges for the consumption of the electricity, water, internet, data ports

etc. as per actual consumption consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.

2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4 of Annexure A**.

3. **Period of Concession: Five (05) Years**

4. **Rate of Escalation:**
   a. License Fees shall be subject to annual escalation **@ 10% (ten percent)**.
   b. The first annual escalation will be applicable after completion of **one (01) year** of license period. Thereafter the same will be applicable after completion of subsequent **one-year** period therefrom. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIT.

5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.

6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.

7. **Business Incubation Period**

   (i). Business incubation period shall mean a period of **thirty (30) days** from the date of issuance of LoA, in which the concessionaire shall fulfil the post award contract formalities (like acceptance of the LoA, submission of security deposit, signing of agreement etc.) as shall be mentioned in LoA (Letter of Award). The site shall only be handed over after fulfilment of above formalities within the business incubation period.

   (ii). The sites shall be handed over to the licensee/concessionaire on or before expiry of the Business Incubation Period, upon fulfilment of contract formalities to be done by the licensee during business incubation period. If the licensee fails to complete the post-Award formalities which are pre-requisite for handing over of site, or fails to turn up to take over the sites then the Gestation Period will be deemed to have commenced on the day consequent to the date of expiry of Business Incubation period and extension thereof, if any, approved by Competent Authority.

8. Handing Over of Sites:

a) Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.

b) If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on **31st day** of issuance of LoA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all prerequisite conditions as per LoA.

c) In case tender process has been completed and successful tenderer has been awarded LoA, but, concession/ license period of incumbent licensee is not over, then, AAI shall make endeavor to hand over the sites not later than **7th day** of expiry of incumbent license or access date (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the AAI in consultation with concessionaire may identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

9. Gestation Period:

a) Gestation period of **60 days (sixty days) or actual commencement of commercial operation, whichever is earlier** reckoned from the date of handing over of sites shall be permissible. During the gestation period, Awardee shall construct / develop the allotted area/outlet and obtain all the License / permits / approvals required for commencement of the facility.

b) No gestation period is to be permitted in case of renewal / award of the concession / license in favour of the existing licensee in the same place (i.e. same area as well as location). However,

(i) where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession / license premises, normal gestation period, as defined for the said facility, shall be permitted.

(ii) If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if agency continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed / incremental area shall be started after expiry of applicable gestation period.

10. <u>Eligibility Criteria:</u>

A. <u>Technical Criteria</u>:

The agency should have at least 02-years' experience (in last 07 years) of installation and operation of minimum 10 no. of vending machines at corporate offices / Malls /

Hospitals / Airports / Railway Stations / Metro rail stations / Hotels.

Financial Criteria:

i. The minimum gross turnover requirement shall be 52,248/- (Rupees Fifty Two Thousand Two Hundred & Forty Eight only) in any one of the last 07 financial year(s).
ii. Qualifying Turnover will be Rs.26,124/- (Rupees Twenty Six Thousand One Hundred & Twenty Four only) from the business for which experience has been claimed.
iii. Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor.
iv. The turnover of the company/agency should be in any one of the financial years for which technical experience has been claimed.
v. Unless otherwise specified, net worth of the bidder should be positive.
vi. In case of multiple businesses of bidder, the breakup of the turnover (certified by statutory auditor / chartered accountant) with the specific head as from the tendered facility should be submitted.
vii. Duly signed undertaking on the letterhead of the bidder regarding overall as well as breakup of turnover should be submitted.

Note: Certificate issued by Chartered Accountant/ Statutory Auditor, with respect to net worth of the bidder, may be accepted for ascertaining positive net worth (or as specified in the tender document) of the bidder.

11. (a) A tenderer shall submit only one bid in the tendering process. A tenderer who submits more than one bid will cause all of the proposals, which the tenderer has submitted, to be disqualified. The proprietor of more than one entity will be considered as single party and one legal entity.

(b) The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the **clause 10 above**.

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

a) De-barred / black listed by CBI or AAI or Undertakings / Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc. Allied firms of the debarred firms / entities are also not eligible for participation.

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

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

d) If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors / Partners / Sole

Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices raised up to the cut off date as specified in General Information and Guidelines para 3(f) of NIT, then the said entity may not be allowed in AAI tenders.

The disputed amounts which are referred to Dispute Resolution Committee (DRC) / Mediation / Arbitration by the Competent Authority shall not be considered as outstanding dues. In case of DRC and Arbitration, the disputed dues shall not be treated as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license / concession) equivalent to **50%** of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under DRC / Arbitration shall be minimum **two (2) years** from the date of DRC / Arbitration and further renewable.

In the event of specific Order / judgment from a Judicial Court / Arbitral Tribunal staying / withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

e) Raid / seizure / search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against agency and / or against our / its affiliates or against any of the Directors / Managers / Employees" (In case if raids / seizure / search conducted, all such relevant details to be furnished).

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

13. Participation in the form of consortium is not allowed for this tender.

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

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

b) The bids shall not be accepted in any other forms.

c) Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal mentioned above.

d) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.

e) Cost of Tender Processing Fees amounting to **₹ 2,000/- (Rupees Two Thousand only)**, shall be paid by the bidder before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.

f) The amount of Earnest Money Deposit (EMD) of **₹ 50,000 /- (Rupees Fifty Thousand only)** shall be paid by the tenderers before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.

g) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).

h) Non-submission of cost of tender document or EMD or Unconditional acceptance shall lead to disqualification of tenderers.

i) E-bids shall be submitted in two bid system as follows: -

   i. **Technical bid** – Earnest Money Deposit (EMD) and other documents as required under ***clause 3*** of the General Information / Guidelines of Notice Inviting E-Tender.

   ii. **Financial Bid** – As required under ***clause 4*** of General Information / Guidelines of Notice Inviting E-Tender.

15. Critical Dates:

S. NO.	ACTIVITY	DATE	TIME IN IST
1.	Download of e-tender document from NIC CPP portal	From 10.09.2026 to 05.10.2026	Up to 1500 Hrs.
2.	Submission of Queries related to E- Tender, if any; on NIC CPP portal only	By 18.09.2026	Up to 1500 Hrs.
3.	Reply to the queries by AAI on NIC CPP portal	By 22.09.2026	Up to 1500 Hrs.
4.	Pre-bid meeting with the prospective bidders	On 17.09.2026	at 11 00 Hrs.
5.	Last date of Online submission of Bids (Technical Bid as well as Financial Bid) on E-Tender portal	On 05.10.2026	Up to 1500 Hrs.
6.	Opening of Technical Bids / Proposals(s)	On 06.10.2026	at 1500 Hrs.
7.	Opening of Financial Bids / Proposal(s) (**Tentative**)	On 27.10.2026	at 1500 Hrs.

16. EMD of unsuccessful bidder(s) shall be refunded only after issuance of Award Letter to Successful Bidder and published on the NIC CPP Portal.

17. In case, bidder withdraws from tender process before last date of submission of technical bid, **10%** of EMD amount shall be forfeited.

18. In case, after last date of submission of bid, at any stage if the Bidder / agency withdraws from tender process, entire EMD amount shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **one (01) year**.

19. In case, the agency does not complete the post-award formalities of Acceptance of Award Letter, Submission of Security Deposit and Execution of Agreement within the stipulated date after award of license / concession; entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **one (01) year**.

20. In case, the agency submits false document(s) in the tender and his / their bid is rejected / tender is cancelled, entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **two (02) years**.

Note: The debarment shall also apply to the '**Allied Firms**' of the debarred agency. All concerns / entities which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. Further, for determining the 'Allied Firms' of debarred Agency, the following factors may be taken into consideration: -

a. Whether the management is common;
b. Majority interest in the management is held by the partners or directors of banned / suspended firm;
c. Substantial or majority shares are owned by the banned / suspended / debarred firm and by virtue of this, it has a controlling voice.
d. Directly or indirectly controls, or is controlled by, or is under common control with another bidder.
e. All successor firm will also be considered as allied firms.

In case Joint venture/Consortium is debarred, all partners/members of such JV/Consortium will also stand debarred for the period specified in the Debarment Order.

21. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

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

23. On acceptance of the tender, the name of the authorize representative (s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

AIRPORT DIRECTOR
Kullu-Manali Airport

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"E-Tendering guidelines to the bidders"

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

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

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

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

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4711 508, 0120- 4001 002, 0120-4001 005, 0120-6277 787. 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: 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787

   E-Mail: support-eproc@nic.in
2. **For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail:** cppp-doe@nic.in
3. **For any queries related to bid submission date extension, EMD, eligibility criteria, technical specifications etc. The bidder may please contact the concerned Bid Manger as mentioned in the tender document.**
4. **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".**

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

SL. 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.	Mr. Gamit Vaibhav Manekjibhai AM(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or vaibhav_g@aai.aero	011-24632950 Ext. 3523	0930-1800 Hrs. (MON- FRI)
3	Sh. Amit Mishra, Sr. Manager. (IT)	After 12 Hrs.	amitmishra@aai.aero	011-24632950 Ext. 3520	0930-1800 Hrs. (MON-FRI)
4	Sh. Sunil Kumar Jt. GM (IT)	After 24 Hrs.	sunil.km@aai.aero	011-24632950 Ext. 3506	0930-1800 Hrs. (MON-FRI)
5	General Manager (IT)	After 03 Days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
6	Bid Manager		asr_comml@aai.aero	0183 – 2204119 0183-2204120	0930-1800 Hrs. (MON-FRI)

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

6. 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.
7. Numbers of Bid Manager are intended only for queries related to the issues on the tender document.

GENERAL INFORMATION AND GUIDELINES

1. E-Tender Documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer:
   - **a)** Envelope One - Technical e-Bid through e-portal.
   - **b)** Envelope Two - Financial e-Bid through e-portal.
3. Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (**Power of Attorney**) should be on **non-judicial stamp paper of Rs. 100/-** duly attested by Notary Public (**Format as per Annexure: B**). The technical e-bid which will be opened first, shall contain the following documents specified as under (Bidders shall upload scanned copy of following documents along with authorization letter in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of technical bid): -

   a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per **Annexure: D**

   b) Self-attested copies of the PAN card, GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.

   c) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of company as per the companies Act. All the certificates issued / documents certified by Charted Accountant / Statutory Auditor must have UDIN generated by concerned Charted Accountant / Statutory Auditor.

   d) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of partnership firms and approved bye-laws in case of co-operative societies.

   e) The Bidders are required to furnish Tender Processing Fee of **₹ 2,000/- (Rupees Two Thousand only)** and Earnest Money Deposit of **₹ 50,000 /- (Rupees Fifty Thousand only)** through Payment Gateway on CPP Portal. A copy of document indicating payment of Tender Processing Fee and EMD through Payment Gateway on CPP Portal is to be uploaded in the technical bid. Non-payment of Tender Processing Fee and EMD by the stipulated date & time shall lead to disqualification / rejection of tenderer(s).

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

considered.

Refund of EMD:

EMD of unsuccessful bidders received through Payment Gateway on CPP Portal shall be refunded online through the same mode only. The refund of EMD to bidders who fail to qualify the eligibility /technical stage shall be initiated automatically by CPP portal. the EMD of the successful bidder to be returned through E-tender Portal after completion of post-award formalities of Acceptance of Award Letter, Submission of Security Deposit and Execution of Agreement from the Successful Bidder.

f) No Dues Certificate:

(i) **Self-Declaration of Dues:**

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

(ii) **No Dues Certification from AAI:**

The party should also enclose the no dues certificate issued by AAI **for the bills raised ūp** to **30.06.2026** in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. Format as per **Annexure: I**

(iii) If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices/bills raised up to the date as specified in para (ii) above, then the said entity shall not be allowed in AAI tenders. A declaration to this effect has to be submitted by the party / tenderer. (Refer **Annexure: G**)

(iv) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the e tender. A declaration to this effect has to be submitted by the party / tenderer. (Refer **Annexure: G**).

g) Form of unconditional acceptance duly signed (enclosed as **Annexure: 'C'** along with tender documents) **to be submitted on bidder's / applicant's letter head**.

h) Declaration to the effect that no raid / seizure / search has been carried out and / or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and / or any member of the consortium or against our / its affiliates or against any of the Directors / Managers / Employees". (Refer **Annexure: G**)

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

to be filed). (Refer **Annexure: G**).

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

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

l) Certificate from Chartered Accountant / Statutory Auditor in support of Technical and Financial Eligibility criteria, as per **Annexure: E**.

All the certificates issued / documents certified by Charted Accountant / Statutory Auditor must have UDIN generated by concerned Charted Accountant / Statutory Auditor.

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

n) Documents supporting eligibility criteria.

o) Scanned copy of complete set of E-tender document containing all the pages of tender document, Corrigendum (if any issued by AAI) (**duly signed and stamped by the authorized person of the bidder**).

Important: AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case-to-case basis. Mere submission will not bind AAI to accept the documents as valid for opening of financial bid.

Note:

(i) One set of scanned copy of complete technical documentation comprising of documents as listed at **clause 3 (*a to o*)** above shall be uploaded in the technical bid.

(ii) All the certificates issued / documents certified by Charted Accountant/ Statutory Auditor must have UDIN generated by concerned Charted Accountant / Statutory Auditor.

(iii) By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws*.

4. Financial Bid

a) The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in.

b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.

c) The AAI does not bind itself to accept the highest or any E-tender and reserves to itself the right of accepting the whole or any part of the E-tender and the tenderer shall be bound to provide the service at the rate quoted.

d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).

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

f) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's policy, from such Tie Bidders and shall identify the selected bidder from amongst such Tie Bidders, provided that the revised Financial Bids of such Tie Bidder(s) shall be no less favorable to Authority than their respective original Bids.

5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s) / e tender(s) for a period of **one (01) year**, on account on non-completion of the following:

a) Acceptance of the offer within **seven (07) days** from the date of issuance of the award letter addressed to the party.

b) Payment of advance license fee for one month within Business Incubation Period.

c) Payment of interest free Security Deposit within Business Incubation Period, amounting to **Six (06) months'** equivalent gross license / Concession fee of the first year, to AAI as an interest free security Deposit of Rs. ___/-. The Security to be deposited in the form of Demand Draft / Pay order / RTGS / NEFT / Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled / Societies / Payment Banks, or by means of FDR, will not be accepted).

d) The additional Security Deposit based on the fourth year's gross License Fee / Space Rent shall be submitted by the Licensee / Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

e) The licensee shall deposit additional Security Deposit of ₹ ___/- in the form of NEFT/RTGS/BG for the Utilities (Electricity, Water, Data Port, Telephone etc.). The value of such Security Deposit for utilities will be determined equivalent to **5%** of annual license/concession Fee of first year, subject to minimum deposit of **₹10,000/-** and a maximum deposit of **₹10 lakhs**.

Note:

(i) Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.

(ii) The validity of BG should be up to the expiry of concession / license period and claim period thereof should be for a further period of **twelve (12) months** from the date of expiry of License Period. The BG should be from a Nationalized/Scheduled Bank and in favor of Airport Director, AAI, Kullu-Manali Airport,.

(iii) The Bank account details of AAI, Kullu Manali Airport, are given below:

BANK DETAILS	Airports Authority of India
BANK NAME	State Bank of India
BANK ADDRESS	Rangpuri AAI, New Delhi-110037
ACCOUNT NO.	30284331773
RTGS CODE / IFSC CODE	SBIN0010648

(iv) AAI has made arrangement for Verification of Bank Guarantees received by AAI from successful bidders through Structured Financial Messaging System (SFMS) of ICICI bank. While submitting the documents to BG issuing bank, successful bidder is advised to submit a letter to the issuing bank as per the format mentioned in the **Appendix 2 of the Annexure K** of Notice Inviting E-tender along with following details:

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC00000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	AAIRHQNR (to be mentioned in field **7037** of the BG advising message code)

(v) While submitting the Original BG document, successful bidder needs to attach copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

f) Execution of the Agreement within Business Incubation Period (on Stamp Paper of appropriate value, related costs to be borne by the licensee).

g) Commencement of the facility within gestation period.

6. E-Tender(s) will remain valid for a period of **one-hundred eighty (180) days** from opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAI for one year.

7. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives* of AAI employees, or are ex-employees of AAI who have separated from AAI in the past two years.

8. **<u>Fraud & Corrupt Practices and Penalty:</u>**

a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LoA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as

the case maybe), if the bidder/licensee:

(i) has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or

(ii) has made misleading or false representation in the forms, statements and attachments submitted; or

(iii) the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or

(iv) One or more of the eligibility criteria have not been met by the Applicant; or

(v) The Applicant has made a material misrepresentation; or

(vi) The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;

(vii) The applicant or its affiliates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India or any PSU or Government Departments during the last 5 years;

b) In the event of any of above fraud and corrupt practices coming to the notice of AAI at any stage, then the LOA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for a period of **two (02) years** without prejudice to any other rights or remedy that may be available to AAI in this regard.

c) If such an event occurs after the issuance of LOA and during the contract period, then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the Performance Security amount.

d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award / rejection to the Applicants. While the Proposals are under consideration, Applicants and / or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and / or their employees / representatives on matters relating to the Proposals under consideration.

9. <u>Conflict of Interest</u>: -

A bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. A bidder shall be deemed to have a conflict of interest affecting the Bidding Process, if:

i. The bidder, or its Affiliate (or any constituent thereof) and any other bidder or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

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

For the purpose of this Clause, indirect shareholding held through **one (1)** or more intermediate persons shall be computed as follows:

A. Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

B. Subject always to sub-clause A above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than **26 % (twenty six percent)** of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or

ii. a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or

iii. a constituent of Such Bidder is also a constituent of another Bidder; or

iv. such Bidder, or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any Such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or

v. such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or

vi. such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party/parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Explanation:

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

Note:

Regarding conflict of interest, AAI shall place reliance upon the declaration 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.

10. Exit Clause:

A. Normal termination: -

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

B. Termination for cause: -

In case of breach of terms of concession / license, i.e. non-compliance to terms and conditions of the agreement / NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAI may Terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within **20% (twenty percent)** of the concession / license period, then the party is liable to pay AAI, Damage charges equivalent to **three (3) months** current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

C. Termination for convenience: -

Either party, AAI on one part or the contractor on the other party can serve the

notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession / license has been terminated within **20% (twenty percent)** of the license period or the party has not served the requisite notice of **one hundred & twenty (120) days**, for surrender of license /concession after completion of **20% (twenty percent)** License period, then damage charges equivalent to **three (3) months** current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of **one (01) year**. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

No such damage charges are liable to be paid by the Concessionaire / contractor, in case the License is terminated for Convenience by AAI even within the **20% (twenty percent)** of license period OR thereafter.

NOTE: If the licensee does not operate the license up to **20% (twenty percent)** of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

D. **Termination for regulatory / legislative or supervisory requirements:** If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment.

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

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

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

*****

Annexure: A

Draft License Agreement

Photo
of the licensee

SUBJECT: Grant of License for _____at _____AIRPORT

THIS CONCESSION AGREEMENT ("Agreement") made and executed at _____on this day of _____Two Thousand _____by and

BETWEEN:

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its corporate office at New Delhi and branch office at **Kullu-Manali Airport**, represented by **Airport Director, Kullu-Manali Airport,** hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

AND

_____, a Proprietorship Firm / Partnership Firm / LLP / Company incorporated under the Companies Act 1956 / 2013, represented by ..... and having its registered office at ..... (hereinafter called the "Concessionaire / Licensee" (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in 'Law' to grant license at its _____ Airport for the purpose of _____ so as to provide amenities and facilities to the passengers and visitors at _____Airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to the Authority on the terms & conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of **five (05) years** from ..... to ....., unless terminated earlier on account of following;
   a. By giving **one hundred & twelve (120) days** of notice in writing without assigning any reason.

   b. Terminated by AAI on a short notice on account of non-compliance to terms and conditions of the agreement / NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance.

2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before **15th day** of English calendar month as under:

Year	Amount of Monthly License Fee
1st year	_____+ applicable GST/Taxes

3. **Rate of Escalation**:
   a. License Fees shall be subject to annual escalation **@ 10 % (ten percent).**
   b. The first annual escalation will be applicable after completion of **one (01) year** of license period. Thereafter the same will be applicable after completion of subsequent **one-year** period therefrom. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIT.

4. (i) Authority shall raise all bills (including MMG/MAG and any other bills) for the current month on **1st day of month** in advance except true-up and reimbursement of expenditure bills like electricity, water etc.

   The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on **5th** of succeeding month.

   Wherever the billing is dependent on passenger data / any other data and provisional billing is already done every month on **1st in advance**, the invoices for true-up data shall be raised by **10th of succeeding month** on the basis of pax data or actual data submitted by the concessionaire / agency.

   A credit period of **fifteen (15) days** (**date of invoice plus 15 days**) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest **@ 12% per annum** from the due date (i.e. date of invoice plus **15 days**) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoice after due date but within **ninety (90) days** (date of invoice **plus 90 days**) and **@18% per annum** from the due date till the actual date of payment received in Authority's account in the case of concessionaire/ agencies settled the invoices after **ninety (90) days**. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.

(ii) In case the licensee fails to make the payment by due date, licensee shall be issued notice for clearance of outstanding dues. Even after notice, if the concessionaire / licensee still fails to clear the dues and the dues become **equivalent to 50%** of the security deposit amount available action shall be initiated for encashment of BG/adjustment of SD by Airport Director against such outstanding dues along with penal interest.

(iii) After the adjustment of outstanding dues and penal interest from security deposit, the Licensee shall recoup the said Security Deposit as well as clear the dues, if any, within a maximum period of **fifteen (15) days** failing which the process for termination of contract shall be initiated.

(iv) If the licensee fails to recoup the security deposit amount within the stipulated time limit, then AAI will issue a notice of intent to terminate the license / concession. After expiry of notice period, if the default still persists, AAI shall be at liberty to terminate the license / concession forthwith.

5. Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is ₹1,160/- per SQM per month (for A/C space) and ₹770/- per SQM per month (for Non-A/C space) applicable for FY 2026-2027 which is subject to annual escalation of 7.5% per annum from 1st April of every year [the rates derived after annual escalation shall be rounded off to the nearest multiple of ten (10)] or as fixed by AAI from time to time.

That in addition Licensee is also liable to pay, if applicable as per tender conditions, space rent of ₹1,160/- per Sqm per month for A/C space and ₹770/- per Sqm per month for Non-A/C space.

Such charges shall be paid within the date(s) specified in the bill(s).

6. That in addition to the above said license fee, licensee shall pay all utility charges towards consumption of electricity, water, internet, data ports etc. as per actual consumption, as may be, due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the above utilities to the said premises

without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.

8. That the Licensee shall make payment of license fee etc. either by Virtual Account Number (VAN), cheque/demand drafts drawn on local banks or through RTGS/NEFT.

9. That the Licensee shall deposit Security Deposit within Business Incubation Period, amounting to **six (06) months'** equivalent gross license/Concession fee of the first year, to AAI as an interest free security Deposit of Rs. _____/-. The Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event, Licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

Note:

i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.

ii. In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

iii. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of **twelve (12) months** from the date of expiry of License Period, from a Nationalized / Scheduled Bank and in favor of Airport Director, AAI, Kullu-Manali Airport,.

10. The licensee shall deposit additional Security Deposit of **Rs. _____/-** in the form of DD/PO/NEFT/RTGS/BG/VPA/VAN for the Utilities (Electricity, Water, Data Port, Telephone etc.). The value of such Security Deposit for utilities will be determined equivalent to **5%** of annual license/concession Fee of first year, subject to minimum deposit of **Rs.10,000/-** and a maximum deposit of **Rs.10 lakhs**.

11. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license;

12. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts / documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

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

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

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

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

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

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

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

20. The licensee must necessarily operate the contract for minimum **20% (twenty percent)** of the total period of the contract failing which the licensee is liable to be debarred from participating in any tender of AAI for **one (01) year** from the date of issuance of orders.

21. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/ document, in such an eventuality, the license is liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for a period of **two (02) years** without prejudice to any other rights or remedy that may be available to AAI in this regard. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.

22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving **one hundred & twenty (120) days'** notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving **one hundred & twenty (120) days'** notice in writing without assigning any reason thereto.

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

A) Normal termination: -

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

B) Termination for cause: -

In case of breach of terms of concession/ license, i.e. non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAI may Terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 20% of the

concession/ license period, then the party is liable to pay AAI, Damage charges equivalent to **three (03) months** current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

C) Termination for convenience: -

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of **one hundred & twenty (120) days'**, for surrender of license / concession after completion of 20% License period, then damage charges equivalent to **three (03) months** current License fee / MMG / Concession Fee/ Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

No such damage charges are liable to be paid by the Concessionaire/contractor, in case the License is terminated for Convenience by AAI even within the 20% of license period OR thereafter.

NOTE: If the licensee does not operate the license up to **20% (twenty percent)** of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

D) Termination for regulatory/legislative or supervisory requirements:

If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment.

24. Obligations of the licensee after expiry/termination of the contract:

(i) After the contract expires/terminated, the licensee shall stop business and shall vacate the premises within a period of maximum **seven (07) days** (after settlement of dues). The onus of clearing all the dues and vacating the premises within **seven (07) days** lies on the licensee.

(ii) If the licensee ceases business operations but fails to vacate the premises

within **seven (07) days** of expiry of contract, double the amount of normal notified space rent of that area shall be charged from date of expiry/termination of license till the date of vacation.

(iii) If licensee ceases business operations but fails to vacate even after **fifteen (15) days**, the licensee ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available Security Deposit along with outstanding dues, if any. Authority shall also be at liberty to dispose off the leftovers/goods/materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

(iv) In case, the licensee continues the business operation even after expiry of the contract period exponential penalty **@ double the License fee** shall be levied and eviction process as per AAI Act etc. shall be initiated.

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

26. <u>Set-Off Clause</u>

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 **seven (07) 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.

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

28. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in **Appendix 1, 2, 3 & 4 of Annexure A** respectively annexed hereto.

29. Obligations relating to Transfer:

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.

Signed by _____, Authorized Signatory, Airports Authority of India, Kullu-Manali Airport for and on behalf of The Airports Authority of India, in the presence of:

WITNESS:

1. _____

2. _____

Signed by ..... for and on behalf of ..... in the presence of:

WITNESS:

1. _____

2. _____

APPENDIX: 1 of Annexure-A

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the licensee as follows:

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

(2) The Licensee paying the license fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.

(3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement, by the Licensee / Licensee's Authorized representative, shall be deemed to have been served if delivered at or sent by registered post to the Authority.

a. The period of notice given under this Agreement will count from the date of receipt of notice by either side.

(4) Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.

(5) (a) The Licensee shall, not unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.

(b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.

(6) The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration, in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.

(7) (a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the

purpose of this agreement and to the area in which premises are located.

(b) The Authority shall not be responsible in any way for loss or damage by any means causes to the licensee's stock or property.

(8) The Licensee shall at his own cost maintain the premises/vending machine in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of **₹1,000/- per day** for each default up to **seven (07) days** & thereafter **2,000/- per day** and can take other actions including termination of the license.

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

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

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

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

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

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

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

part the amount deposited by the licensee for due performance of the agreement.

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

(11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO2 fire extinguisher in the licensed premises at his cost before commencement of business.

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

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

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

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

(14) **(a)** The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.

(b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.

(c) The licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by Licensee in connection with the business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current

premium.

(15) In the case of such breach of the terms of this license as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee. The decision of the Authority in this respect shall be final and binding on the licensee.

(16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.

(17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and Licensee shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.

(18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.

(19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.

(20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director or his authorized representative.

(21) If any strike or lockout affecting the operations in the Airport or in any airline, due to which Licensee's business is affected, the authority shall not be liable for any loss suffered by the licensee. However, pro-rata rebate in the License fee shall be considered by the Tender Accepting Authority, in the following situations: -

i. Ban on visitor entry at the airport continuously for **three (03) days** (if the location

of the commercial facility is in visitor concourse area);

ii. Closure of the Airport by AAI for total operation, due to any reason, continuously for **three (03) days**;

iii. Complete suspension / interruption by all scheduled flight operations continuously for **seven (07) days**.

Note: - The Annual Escalation shall be applied as per original terms and conditions of Agreement, i.e., after completion of **365 days (12 months)** of license period as per the agreement.

(22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.

(23) The Licensee shall deposit duplicate keys of the premises/vending machine with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.

(24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.

(25) On expiry of the license period or on termination of the license by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises within **seven (07) days**, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and adjust the costs from the Security Deposit available OR demand payment for the costs incurred on such removal. If such payment is not made within **ten (10) days**, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

(26) The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.

(27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.

(28) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the

rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.

(29) <u>Dispute Resolution</u>:

29.1 All disputes or differences (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) which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) (the "Dispute") thereof shall be dealt with as provided hereinafter:

29.2 **<u>Through Mediation</u>**: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

29.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within **one-hundred-twenty (120) days** of reference to the Mediation, then the aggrieved party may invoke arbitration through **clause 29.3** within **thirty (30) days** from the date of receipt of Partial Settlement Agreement or Failure Report.

29.2.2 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

29.3 **<u>Adjudication through Arbitration</u>**: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para **29.2** above, the unresolved dispute(s), on invocation by the aggrieved party, may be referred for adjudication by arbitration. However, the concessionaire shall need to fulfil the prerequisite of furnishing the additional BG to AAI (additional Bank Guarantee with validity of **minimum two (02) years** from the date of making such reference, and further extendable) equivalent to **50% (fifty percent)** of the disputed amount before making reference to the arbitration for adjudication of dispute.

(a) When the amount involved is above **₹ 50 crores**, adjudication shall be made by Arbitral Tribunal comprising of **three (03) arbitrators**. Each party to appoint **one (01) arbitrator** and the **two (02) appointed arbitrators** shall appoint the Presiding Arbitrator.

(b) When the amount involved is **₹50 Crores** and below, the unresolved dispute(s) shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed at **Annexure-N**.

29.3.1 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

29.3.2 Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

29.3.3 Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

29.3.4 No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter - VA of the Airports Authority of India Act, 1994.

29.3.5 The venue of such arbitration shall be Regional Headquarters/Corporate Headquarters (as the case may be), AAI and the language of arbitration proceedings shall be English.

(30) The licensee has to install EPOS (**if directed by AAI**) at every outlet for issuing invoices to the passengers for the sales transactions occurring at the outlets. Penalty @ Rs 500 per day per outlet may be levied for non-compliance of EPOS installation at outlets.

(31) All the EPOS terminals at the Airports to be integrated with AAI Information Management System or any other software provided for this purpose, as and when EPOS is put in place, to ensure monitoring of sale of products/services in real time basis.

The EPOS system used by licensee to be on par with industry standards (similar to EPOS machines used in other airports/ malls/ MBOs). These EPOS machines may also have provision to capture data from Boarding Passes & Passports, if required, as in the case of "Duty Free Outlets".

AAI reserves the right to install its own EPOS system during the concession term. Further, AAI may also appoint a System Integrator for capturing the Sales/Inventory Data from Licensees' EPOS Terminals for the purpose of monitoring. The charges for such System Integration (per EPOS machines), to be paid to AAI appointed System Integrator, shall be borne by the Licensee/Concessionaire as per the actuals.

In case of any dispute on the uptime of the machines, the data from the AAI appointed System Integrator shall be relied upon, wherever applicable.

(32) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS / any other regulatory agency as required;

Security Clearance: - The selected Bidder/Licensee/Concessionaire shall apply to Bureau of Civil Aviation Security (BCAS) for Security Clearance, within a period of **ten (10) days** from the issuance of LOA and submit copies thereof to the Authority.

Security Programme:- The selected Bidder/Licensee/Concessionaire shall apply to Bureau of Civil Aviation Security (BCAS) for approval of the Security Programme, within a period of **ten (10) days** from the issuance of LOA and submit copies thereof to the Authority, in case the Selected Bidder/Licensee/ Concessionaire is having prior Security Clearance from BCAS.

In case the Selected Bidder/Licensee/ Concessionaire is not having prior Security Clearance from BCAS on the date of issuance of LOA, then the Selected Bidder/ Licensee/Concessionaire has to apply to BCAS for approval of security program within a period of **five (05) days** from the date of receipt of Security Clearance from BCAS and submit copies thereof to the Authority.

(33) In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the Airport is located.

(SIGNATURE OF LICENSEE)

APPENDIX: 2 of Annexure-A

SPECIAL TERMS AND CONDITIONS

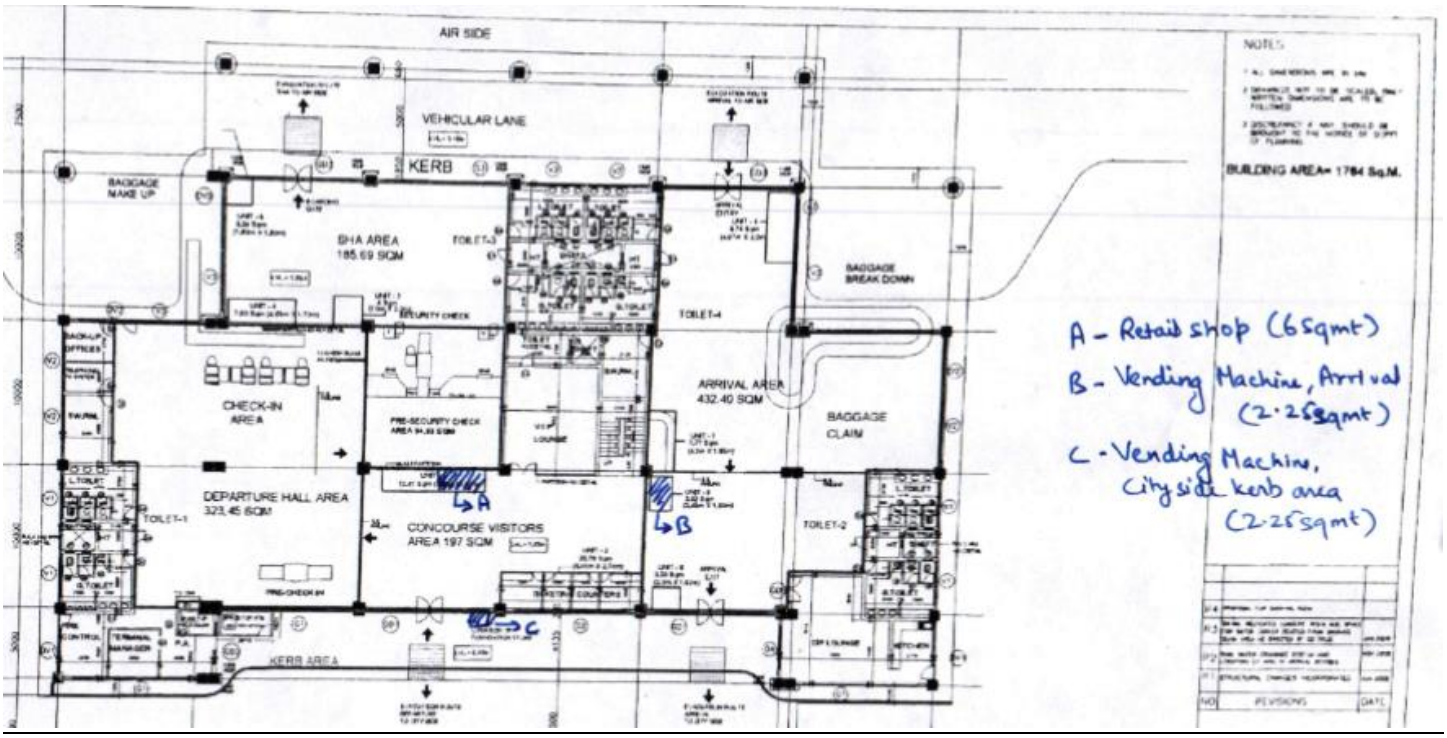
1. The bare space shall be handed over to the successful bidder / Licensee on which the licensee has to construct their infrastructure/install the vending machine, it shall be measured on the basis of bare space area allotted for the subject facility.
2. Proper earmarking of the site/facility as per the layout given in the NIT and verified by physically measuring in the presence of authorized representative of the licensee on the day of handing over/taking over which should be duly acknowledged by the agency in the prescribed format of handing over/taking over report.
3. The licensee will submit outlet layout, design, drawing including size, branding, signage, display details etc. for approval of AAI. The signage mandatorily as per specifications / dimensions approved by AAI is to be adhered to, by the licensee.
4. Only name of the agency & facility is to be displayed on the counter displayed in reasonable size. No advertisement of any sort shall be displayed on the counter.
5. Common area like stairs, passage, toilet etc. shall be for the utility-facilitation purpose of public / licensee at large of that area / floor. However, no licensee shall make any claim of having its exclusive use and obstruct the public access.
6. The selected tenderer shall have no claim for monopoly and AAI shall be at liberty to permit/ provide similar facilities inside/outside the terminal building if necessitated or desired by the Authority.
7. AAI shall not be responsible for any legal cases that arise on account of the services sold by the licensee. The sole responsibility shall be of the licensee.
8. The facility shall be open during the operational hours or at any given time approved by the Airport Director as per requirement of the station.
9. Notwithstanding anything contrary herein, in the event of a relocation of the Counter, the Authority shall not compensate the Licensee for any costs, whatsoever.
10. Charges for the AEP/ADP/AVP/Entry passes has to be borne by the licensee.
11. The Licensee shall not use any plastic cups/glasses which are banned. The Licensee shall take all steps in banning the non-recyclable plastic and single use plastic in and around Airports premises paving the way for an environment-friendly Airport.
12. The Licensee should mandatorily have e-payment mode of payments options, such Debit/Credit cards, e-wallets etc. for accepting cashless transactions including international debit/credit cards.
13. In case of violation of AAI rules, AAI shall impose penalty to the licensee as per Penalty for Infractions given under Annexure-1 or as decided by AAI from time to time.

Annexure-1

S. No.	Offence / Violation	Penalty in Rs.
1	Smoking in public area except where designated smoking chambers or areas are established.	300
2	Spitting in airport premises.	300
3	Misuse of passenger baggage trolley.	300
4	Using language likely to cause offence /annoyance.	500
5	Throwing loose papers, plastic cups or glass etc. in airport premises.	300
6	Non-display of Photo Identity Cards while entering in to or being in the terminal or other operational area.	300
7	Parking of vehicle / equipment in no parking area on Kerb side and city side including approach road within airport premise	500
8	Un-authorized entry into terminal building or operational area.	500
9	Rash driving / over speeding in Airport area.	500
10	Driving in Airport area while being in a state of intoxication.	500
11	Causing public inconvenience, unruly behavior or creating nuisance in public area.	500
12	Organizing or taking part in any public assembly, demonstration, dharnas or procession likely to obstruct or interfere with proper use or orderly functioning of airport	500
13	Display of banners, flags, posters, emblems or write slogans in or around terminal.	500
14	Obstruction of authorized persons in the discharge of his or her duties	500
15	Dumping garbage in Airport area.	400
16	Vehicle / equipment left unattended in Airport area outside designated parking area / hard stand for ground transport vehicles / equipment.	500
17	Vehicle / equipment not following vehicular lanes in Airport premises.	500
18	Vehicle / equipment / person obstructing movement of other vehicles.	500
19	Damage, display, deface or alter any building structure or other property of AAI whether movable or immovable. Besides penalty, action to be taken to recover the loss from the defaulter or his/her organization.	500
20	Photography and film shooting/ videography at airport without permission.	500
21	Commercial activities at airport without permission.	500

APPENDIX: 3 of Annexure A

CONCESSION AREA LAYOUT



APPENDIX: 4 of Annexure A

SCHEDULE OF PREMISES

Airport	Kullu-Manali Airport
Facility	Automatic Vending Machine for Soft Beverages
Location	Arrival Hall and City Side
Area (in Sq mtr)	2.25 sq m. in Arrival Hall 2.25 sq m. in city side Total 4.5 sq m. (approx.) or as decided by AAI

Annexure B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be executed on non-judicial Stamp paper of Rs 100/- or as per applicable State Laws and duly notarised)

Know all men by these presents, we _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Sh/Smt. (Name), _____son/daughter/wife of _____aged _____years and presently residing at_____, who is presently employed with us / the Lead Member of our Consortium and holding the position of ……, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for pre-qualification and submission of our Bid for **the Automatic Vending Machines for Soft Beverages facility at Kullu-Manali Airport,** India (the "Concession") proposed by AAI including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the AAI, representing us in all matters before the AAI, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAI in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AAI.

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

IN WITNESS WHEREOF WE… THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……2026.

For ……

(Signature, Name, Designation and Address)

Witnesses: -

(Notarised)

1. ……

2. ……

Accepted

…….

(Signature)

(Name, Title and Address of the Attorney)

Notes: -

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

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE: C

ACCEPTANCE LETTER
(To be submitted in applicant letter head)

To, **Date:**_____

The Airport Director, Airports Authority of India,
Kullu Manali Airport,

Sub: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the tender for the **license for Automatic Vending Machine for Soft Beverages Facility at Kullu-Manali Airport,** have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of clause 21 of Notice inviting E-Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I / We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I / We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
9. I/ We hereby declare that:

a. I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.

b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clause 8 of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and

c. I/We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of clause 8 Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

d. I/We do not have any conflict of interest in accordance with clause 9 of the Tender Document.

10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.

11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above-mentioned concession and the terms and implementation thereof.

12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.

13. I / We confirm having submitted the Tender Processing Fee of **₹ 2,000/- (Rupees Two Thousand only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.

14. I/We confirm having submitted the EMD of **₹ 50,000 /- (Rupees Fifty Thousand only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.

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

16. I//We agree and understand that the Earnest Money Deposit of **₹ 50,000 /- (Rupees Fifty Thousand only)** liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in E-tender documents, within prescribed time.

17. I//We agree and understand that on account of non-acceptance of award or on account of non- completion of E-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place

under the control of AAI, for a period of **one (01) year**.

18. I//We agree and understand that in case the documents submitted by my/our firm along with E-tender are false / incorrect, the E-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further E-tender/ tender of AAI, for a period of **two (02) years.**
19. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated this ……. Day of ……., 2026

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

ANNEXURE: D

DETAILS OF BIDDER

1.	**Details of Bidder**	
(a)	Name:	
(b)	Country of Incorporation:	
(c)	Legal status of bidder (sole proprietor, partnership firm or a company under the Companies Act). **If Company, DIN of all Directors of the Company**. **If Partnership Firm, name of all partners.**	
(d)	GST	
(e)	PAN	
(f)	Address of the corporate headquarters and its branch office(s), if any, in India:	
(g)	Date & Details of incorporation and/or commencement of business:	
2.	**Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Concession:**	
3.	**Details of individual(s) who will serve as the point of contact/ communication for the AAI:**	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	
4.	**Particulars of the Authorized Signatory of the Bidder:**	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	

(Signature of Authorized Signatory)
Name: [•.....]
Designation: [•.....]
Date: .....
Seal or Stamp of Bidder

ANNEXURE: E

CERTIFICATE FROM CHARTERED ACCOUNTANT / STATUTORY AUDITOR IN RESPECT OF TECHNICAL, FINANCIAL CAPACITY & EXPERIENCE

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

Sr No.	Airport/ City/ Location	Detail of Business	Periodicity of Business (From / to)

[Strikeout the above clause if experience is not required for the tendered facility]

We certify that based on the audited accounts _____ (Name of Bidder) has a turnover from_____as per details below:

Financial Year	Turnover (in INR)	Turnover from the corresponding business/ similar facility for which tender has been invited (Strikeout if not applicable) (in INR)
Total		

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

We further certify that, based on the audited accounts _____ (Name of Bidder) has a positive net worth of Rs. _____ (Rupees _____ only) in the FY _____as on _____.

Signature
Name & Membership No of Chartered Accountant/Statutory Auditor Seal of the audit firm:
UDIN No.
Date:

ANNEXURE: F

FORMAT FOR LETTER OF UNDERTAKING

SELF-DECLARATION OF THE BIDDER THAT THE FURNISHED INFORMATION FOR EXPERIENCE IS TRUE,

[TO BE SUBMITTED ON COMPANY LETTER HEAD]

Sir,

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

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

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____

ANNEXURE – G

DECLARATION

I _____ <**Name, Designation & Company Name with Address**>, do hereby solemnly affirm and state as follows:

1. I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India:

Sr. No.	Airport Name	Facility / Contract	Contract Period		Details of Security Deposit (SD) including the additional SD for DRC / Arbitration	Dues (disputed & Undisputed)
			From	**To**		
Existing Contracts						
1.						
2.						
Expired contracts						
3.						
4.						

(In case of no *contracts* in AAI controlled Airports, indicate NIL. Additional SD for DRC/ Arbitration cases to be indicated separately)

2. I/We, including my/our allied firms, are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government.
(In case if you have been *debarred / blacklisted, submit all the details).*

3. I/We have not faced/are not facing any action under PPE Act/ AAI Act, with AAI.
(In case if you have faced/are facing action under PPE Act with AAI, submit all the details).

4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports.
(In case if you have been ordered by Court of Law, submit all the details).

5. I/ We declare that none of the Directors / Partners / Sole Proprietor of our company/firm/concern is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues up to the date as specified in GENERAL INFORMATION AND GUIDELINES **para 3** of NIT with AAI".

(In case if you fall under anyone of the above category, please furnish all such relevant details).

6. I/We do not have any conflict of interest as detailed in clause 9 of general information and guidelines of NIT / tender document.

7. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees"

   (In case if raids/seizure/search conducted, please furnish all such relevant details).

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature with Seal

ANNEXURE: H

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

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

SIGNATURE OF TENDERER

Note:

1. In case of NIL report, Performa must be filled with NIL report and submitted duly signed by the Authorized Signatory.
2. In case the above space is not adequate, the details, additional sheets duly signed by Authorized signatory may be attached.
3. The term near relative means wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws.

ANNEXURE: I

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

1. Name of Contract :
2. Agreement No. and Date :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period
   (a) For regular license/contract
   (b) For arbitration cases/disputed dues (if any) :
7. Amount of Outstanding Dues against the bills raised up to _____ :

   (Disputed and un-disputed amounts to be shown separately.)

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

8. Details of any arbitration / litigation :

Signature of Airport Director

Name: [•.....]

Designation: [•.....]

…..... Airport

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

ANNEXURE: J

BANK ACCOUNT DETAILS OF BIDDER

S. No.	Particulars	Information Required
1.	**Name of the Account Holder i.e. Bidder**	
2.	**PAN/TAN No. of the Party i.e. Bidder**	
3.	**Name of the Bank**	
4.	**Address of the Bank**	
5.	**Bank Account No.**	
6.	**Type of the Bank Account**	
7.	**MICR Code of the Bank**	
8.	**IFSC Code of the Bank**	
9.	**In addition to above scanned copy of cancelled cheque may please be provided.**	

(Bidder's Name & Signature)

Place:

Date:

ANNEXURE: K

FORMAT OF BANK GUARANTEE

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

WHEREAS by a Award letter / License Agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY) of the one part and _____ (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the license for operating the _____ _____

(complete name and place of work) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we,_____do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other 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… .....) and extended for the amount increased from time to time as aforesaid.

2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court /Tribunal/ any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.

3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission

on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____or that of the Licensee or the Authority.

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

6. This Guarantee shall be valid till_____and you have the right to encash this Guarantee up to_____from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

i. Our liability under this Guarantee shall be limited to a sum of Rs. _____ and the validity of this BG shall be **up to the expiry of the subject License/Concession**.

ii. This bank guarantee shall be valid up to_____and you have the right to encash this BG up to the claim period _____(i.e., **12 months from the date of expiry of License Period**)

iii. We are liable to pay the 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 claim date _____.

For Bank name

Dated:

Place:

Witnesses:

APPENDIX: 1 of Annexure-K

Advisory: For Applicant and its BG Issuing Bank Branch

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

It is to be noted that along with physical BG, AAI has also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

1. For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
2. In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below mentioned field, BG confirmation through online portal would not be updated.
3. It is requested that prospective bidder notify their bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message - IFN 760COV/ IFN 767COV via SFMS
IFSC CODE: ICIC0000007
Corporate Name- Airport Authority of India

Field Number	Particulars (to be mentioned in Row 1)
7037	< unique identifier> <**AAIRHQNR** >

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

Please refer **Appendix 2 of Annexure-K** -request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

APPENDIX: 2 of Annexure-K

Request letter: Transmission of Bank Guarantee cover message
(To be submitted by applicant to BG issuing bank)

Date: _____

The Manager,
_____**(Bank),**
_____**(Branch)**

Subject: **Inclusion of unique identifier code of AAI while transmitting BG cover message where beneficiary bank is ICICI bank (IFSC - ICIC0000007).**

Dear Sir/Ma'am,

I/We, _____ request you to include unique identifier **AAIRHQNR** in field **7037** of the SFMS cover message IFN COV **760** (for BG issuance) and IFN COV **767** (for BG amendment) while transmitting the same to beneficiary bank (ICICI bank -IFSC-ICIC**0000007)**

Thanking You,
_____

(Licensee/Concessionaire)

ANNEXURE: L

(For Successful bidder only)

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

The Branch Manager,

….....**Bank,**

……..

Sub: **My/Our bank Guarantee No. ……dated…….**

For Rs……. Issued in favour of AAI A/c No……..

Sir,

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

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

Signature of the Depositor

Place:

Date

ANNEXURE: M

CHECKLIST FOR BIDDERS

S. No.	Particulars	Detail
1	Type of Facility / Concession	License for Automatic Vending Machine for Soft Beverages Facility at Kullu-Manali Airport.
2	Period of license/ concession	05 years
3	Tender Processing Fee	Rs.2,000/-
4	Earnest Money Deposit	Rs.50,000 /-
5	Area and Location for license	As per NIT
6	Minimum Reserved Licensed Fee/MMG	As per NIT
7	Revenue Share (%), if applicable	As per NIT
8	Eligibility Criteria:	
	Technical Qualification	As per NIT
	Financial Qualification	As per NIT
9	Space Rent for AC space	As per NIT
10	Space Rent for Non-AC space	As per NIT
11	Applicability of space rent	As per NIT
12	Common Area Maintenance (CAM) Charges	As per NIT
13	Electricity & Water Charges, etc.	As per NIT
14	Applicable Govt. taxes (GST, etc.)	As per NIT
15	Experience Certificates	As per NIT
16	Incubation Period	As per NIT
17	Gestation Period	As per NIT
18	Security Deposit Towards License Fee	As per NIT
19	Security Deposit Towards Utilities	As per NIT

Note: Above checklist is for reference only; bidders shall sift through complete tender document for better/complete understanding of the terms and conditions of the tender document.

Critical Dates

S. NO.	ACTIVITY	DATE	TIME IN IST
1.	Download of e-tender document from NIC CPP portal	As per NIT	
2.	Submission of Queries related to E- Tender, if any; on NIC CPP portal only		
3.	Reply to the queries by AAI on NIC CPP portal		
4.	Pre-bid meeting with the prospective bidders		
5.	Last date of Online submission of Bids (Technical Bid as well as Financial Bid) on E-Tender portal		
6.	Opening of Technical Bids / Proposals(s)		
7.	Opening of Financial Bids / Proposal(s) (**Tentative**)		

ANNEXURE - N

Format for Consent Letter

Dispute Resolution Clause

To,

The Chairman/Member/Regional Executive Director,

Airports Authority of India,

_____

Sub: Request for appointment of arbitrator under Clause _____ of the _____ agreement dated _____for _____

Sir / Madam,

1. We state that _____(contractor/agency) was awarded work/concession of _____ at _____Airport/_____ (other location) of Airports Authority of India through Award Letter dated_____.
2. Dispute related to _____arose between us (contractor/agency) and AAI.
3. On_____(date), dispute was referred to Mediation as per AAI Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:
   i.
   ii.
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we invoke arbitration under clause _____ of the _____ agreement between us and AAI and as per proviso to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the Chairman/Member/Regional Executive Director AAI to appoint arbitrator from AAI's panel of arbitrators.
6. I/We also give my/ our consent for appointing any of the arbitrator(s) from AAI's approved panel of arbitrators, as per paragraph-5 above.

Thanking you,

(_____)

Authorized signatory of agency

Encl: As above