



**AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED
CHENNAI AIRPORT: CHENNAI – 600 027
(An AAI Subsidiary)**

TENDER DOCUMENTS FOR
LICENSE FOR MANAGEMENT OF CAR/TRUCK PARKING SERVICES AT INTEGRATED AIR
CARGO COMPLEX AND ALLIED AREAS, AAICLAS, CHENNAI AIRPORT.

Tender Ref No: AAICLAS/MAA/3309/2018

First Floor, Integrated Air Cargo Complex, Meenambakkam,
Chennai Airport, Chennai – 600 027,
Telefax: 044-2256 0581, Phone No: 044-2256 0432.

**TENDER COST– RS. 15,000/- (non-refundable)
(inclusive of all taxes)**

AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED
CHENNAI AIRPORT : CHENNAI – 600 027

Tenders [through E-TENDERING PROCESS] are invited for grant of LICENSE FOR MANAGEMENT OF CAR/TRUCK PARKING SERVICES AT INTEGRATED AIR CARGO COMPLEX AND ALLIED AREAS, AAICLAS, CHENNAI AIRPORT.

1. Online Bid Submission **Start** Date - 02.07.2018 from 1000 hrs.
2. Online Bid Submission **End** Date - 23.07.2018 up to 1300 hrs.
3. Opening of technical bids - 24.07.2018 at 1400 hrs.
4. Opening of financial bids - shall be updated in CPP portal

For any further information contact us on: 044- 2256 0432.

NOTE: If date of opening of technical / financial bid happens to be a holiday, the opening of the same will be on the next working day.

**Regional Manager
AAICLAS, Chennai Airport**

INDEX TO DOCUMENTS

Sl. No.	CONTENTS	PAGE NO.
1	E-Tendering Guidelines to Bidders	4 to 6
2	Introduction	7
3	Notice Inviting Tenders	8 to 9
4	General Information & Guidelines	10 to 14
5	Specific Instructions to the Tenderer(s)	15 to 16
6	Beneficiary Bank Account Details Annexure - 1	17
7	Special Terms & Conditions-Annexure 2	18 to 20
8	License Agreement- Annexure 3	21 to 24
9	Schedule of premises- Annexure 4	25
10	General Terms & Conditions- Annexure 5	26 to 30
11	Acceptance Letter -Annexure 6	31
12	Form of Bank Guarantee- Annexure 7	32 to 33
13	List of Near Relatives in AAICLAS – Annexure 8	34
14	Car/ Truck Park – Layout Plan -Annexure 9	35
15	Integrity Pact - Annexure 10	36 to 44

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal **only**, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. More useful information for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in>

1.1 Registration:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in>) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration Process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying authority recognized by CCA India (e.g. Sify /nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.2 Searching for Tender Documents

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active Bids by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Interested bidders may download the required documents / tender schedules. These Bids can be moved to the respective '**My Tenders/ My Bids**' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

- (iii) The bidder should make a note of unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.3 Preparation of Bids

- (i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the e-TENDER invitation and the e-TENDER document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100/200 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of this bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use **"My Space"** or **"Other Important Documents" area available to them to upload such documents. These documents may** be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4 Submission of Bids

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time and date. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidders have to select the payment option as **"offline"** to pay the Tender Document Fee which is non-refundable & EMD (refundable) as applicable and enter details of the instrument.
- (iv) Bidders should prepare the Tender Document and pay Fee & EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official and should reach before opening of Technical bid. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
- (v) ***Bidders are requested to note that they should necessarily submit their technical and financial bids in the format provided and no other format***

is acceptable. Bidders are required to download the BOQ available along with Tender Document (which is in excel format), open it and complete the colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- (vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opened by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.5 Assistance to Bidders

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the BID Inviting authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
Mobile Numbers: 91-7878007972, 91-7878007973, 91-7574889871, 91-7574889874, 8826246593,
Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232.
Other Tel: 0120- 4200462, 0120-4001002.
E-Mail: CPPP-doe@nic.in; support-eproc@nic.in; eprochelp@aai.aero

AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED

CHENNAI AIRPORT : CHENNAI – 600 027

Tenders [through E-TENDERING PROCESS] are invited for Grant of **“LICENSE FOR MANAGEMENT OF CAR/TRUCK PARKING SERVICES AT INTEGRATED AIR CARGO COMPLEX AND ALLIED AREAS, AAICLAS, CHENNAI AIRPORT”**.

INTRODUCTION:

AAI Cargo Logistics and Allied Services Co. Ltd. is a subsidiary of Airports Authority of India created with a view to accelerate the integrated development, and modernization of Cargo facilities and allied services at the airports in the country conforming to the International standards.

Access:

Air: Being the capital of Tamil Nadu state, Chennai International Airport is well connected to other major cities and the neighbouring countries

Rail: The city is connected to other important cities of India and Tamil Nadu by trains.

Road: Regular buses are available for the other important cities of Tamil Nadu and neighbours.

Major Airlines operating at Chennai International Airport:

1. Air Arabia
2. Air Asia Berhad
3. Air Austral
4. Air India
5. Air India Express
6. Blue Dart
7. British Airways
8. Cathay Pacific
9. Emirates Airlines
10. Ethiopian Airlines
11. Etihad Airlines
12. Fly Dubai
13. Gulf Air
14. Indigo
15. Jet Airways
16. Jet Lite
17. Kuwait Airways
18. Lufthansa
19. Malaysian Airlines
20. Oman Air
21. Qatar Airways
22. Saudi Airlines
23. Singapore Airlines
24. Spice Jet
25. Srilankan Airlines
26. Thai Air Asia
27. Thai Airways
28. Tiger airways
29. Turkish Airlines
30. Unitop Airlines

CARGO DATA OF AAICLAS, CHENNAI AIRPORT, CHENNAI-600 027.

YEAR April to March	IMPORT (in MT)	EXPORT (in MT)	COURIER (in MT) (Import & Export)	DOMESTIC (in MT) (Inbound & Outbound)
2014-15	101499.03	110566.35	-	-
2015-16	105770.11	113126.94	-	15537.13
2016-17	126622.75	131798.8	917	37683.06
2017-18	140884	126614	2203.4	43830

**AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED
CHENNAI AIRPORT : CHENNAI – 600 027**

NOTICE INVITING E-TENDER

E-Tenders in the prescribed form are hereby invited for granting licence for the following:

Name of Facility with its location	Earnest Money Deposit	Minimum Reserve Licence Fee
LICENCE FOR MANAGEMENT OF CAR / TRUCK PARKING SERVICES AT INTEGRATED AIR CARGO COMPLEX AND ALLIED AREAS, AAICLAS, CHENNAI AIRPORT Area: 20931 sqm): Period of License: 01(One) Year which is further extendable for 06 months subject to satisfactory performance.	Rs. 14,44,000/- (Rupees Fourteen Lacs and Forty-Four thousand only)	Rs. 40,10,940/- (Rupees Forty Lacs Ten thousand Nine hundred and Forty only) (per month plus GST and other charges)

NOTE:

1. The quoted licence fee will be subject to 10% annual compound escalation for the subsequent years. In addition to the license fee quoted, the bidder is liable to pay GST and space rent for booths, office space etc., and utility charges as applicable.
2. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAICLAS.
3. Conditional tenders would be summarily rejected.
4. Participants are required to upload the documents after making proper diligence study.

OBJECTIVE

AAICLAS invites e-Tender in the prescribed form for grant of "LICENCE FOR MANAGEMENT OF CAR / TRUCK PARKING SERVICES AT INTEGRATED AIR CARGO COMPLEX AND ALLIED AREAS, AAICLAS, CHENNAI AIRPORT" to provide comprehensive management of surface level vehicle parking facilities as per the detailed terms and conditions indicated in the tender documents.

PERIOD OF LICENCE

The license shall be for a period of "One Year" which is further extendable for a period of 06(Six) months subject to satisfactory performance.

Important Note:

The Period of license shall remain "One Year" which is further extendable for 06(Six) months" on satisfactory performance, with the provision that in the event of the AAI Cargo Logistics and Allied Services Company Ltd (here in after called as AAICLAS) transfers the rights to operate and maintain the premises to a third party(s) under PPP mode, the AAICLAS shall ensure that:

- (a) AAICLAS shall cause to transfer / novate this Agreement, in favour of such third party, on the principle that such transfer / novation would release AAICLAS 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 AAICLAS and licensee shall be vested in such third party.

EARNEST MONEY DEPOSIT [EMD]

The tenderers are required to furnish an Earnest Money Deposit of 14,44,000/- (Rupees Fourteen Lacs and Forty-Four thousand only) through Demand Draft/Pay Order in favour of **AAI Cargo Logistics and Allied Services Co. Ltd., Chennai**. A copy of the payment instrument is to be uploaded along with the technical bid documents of tender documents at the time of submission. Non-submission of EMD receipt shall lead to disqualification of tenderers.

ELIGIBILITY CRITERIA

The parties fulfilling the following criteria as per NIT are eligible to participate in the tenders:

- (a) Experience of three years in managing license agreements exclusively for vehicle parking contract at any star hotel, hospitals, airport, sea port, railway stations including DMRC or Metro Rail stations, Bus Terminals, approved public vehicle parking areas of Municipal Corporation, reputed malls or shopping complexes.
- (b) Having minimum annual turnover of Rs. 4,81,31,280/- (Rupees Four crore Eighty-One lacs Thirty-One thousand Two hundred and Eighty only) in any one of the last five financial years with at least 50% of the annual turnover i.e. Rs. 2,40,65,640/- (Two crore Forty Lacs Sixty-Five Thousand Six hundred and Forty Only) from the Car/Truck Parking business.
- (c) The claimed annual turnover details should be duly certified by a registered Chartered Accountant. In case of multiple business of a company then the breakup of the turnover with the specific requirements of the tendered facility should be submitted duly certified by the Chartered Accountant.

GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. **"Technical Bid"** shall be opened on 24.07.2018 at 1400 hrs and shall contain the basic documents to be uploaded specified as under:
 - a) Details of the Concern and legal status i.e., whether it is Sole Proprietor, Partnership firm or a Company under the Companies Act.
 - b) Self-attested copies of the PAN card, GST registration.
 - 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 a Company as per the Companies Act.
 - d) Self -Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of the partnership deed in case of the Partnership Firm and approved by-laws in case of Co-operative Society.
 - e) The tenderers are required to furnish EMD of Rs. 14,44,000/- (Rupees Fourteen Lacs and Forty-Four thousand only) and Tender Cost of Rs. 15,000/- (Rupees Fifteen Thousand only) through Demand Draft/Pay Order in favour of AAICLAS. A copy of the payment instruments is to be uploaded along with the technical bid documents of tender documents at the time of submission. Non-submission of EMD and Tender cost receipt as stated above shall lead to disqualification of tenderers.
 - f) 'No Dues Certificate' in case of the ex-licensee / existing licensee of the Airports Authority of India (including AAICLAS), as may be applicable.
 - (1) self-declaration of dues
 - [a] the party should submit the details of the contract held (current/past) at all AAI /AAICLAS controlled airports and offices.
 - [b] The details of disputed and undisputed dues thereon along with the details of Security Deposit and mode of Security Deposit.
 - (2) The tenderer should also enclose the No dues certificate issued by AAI /AAICLAS in respect of all airports under its control.
 - (3) It will be the responsibility of the party to obtain the No Dues Certificate from all the stations and/ or offices of AAICLAS and upload the same with the tender documents.
 - g) The tenderer should have an annual turnover of Rs. 4,81,31,280/- (Rupees Four crore Eighty-One lacs Thirty-One thousand Two hundred and Eighty only) in any one of the last five financial years with at least 50% of the annual turnover i.e. Rs. 2,40,65,640/- (Two crore Forty Lacs Sixty-Five Thousand Six hundred and Forty Only) from the Car/Truck Parking business. Certified details of Gross Turnover from the Chartered Accountant should be uploaded.
 - i] "Turnover" means turnover from similar business for the relevant period for which experience has been claimed in terms of the NIT i.e. the turnover should be related to the Car/Truck Parking business for which the tender is called for.

ii] Turnover during any one of the last financial year in the relevant period for which experience has been claimed shall be taken into account.

h) Duly signed unconditional acceptance of AAICLAS terms & conditions as per NIT as per Annexure - 6

i) Submission of an Affidavit on non-judicial stamp paper of Rs.100/- duly attested by Notary Public indicating:

(1) The details of their contract(s) with AAI/AAICLAS at all the International and Domestic Airports as a whole.

(2) Their liability of payment of disputed/undisputed dues of AAI/AAICLAS. [Nil Statement to also be uploaded].

(3) They are not debarred/blacklisted by CBI or AAI or AAICLAS or Undertakings / departments or any other department of Govt. of India / State Govt. [Nil Statement to also be uploaded].

(4) Declaration of cases / action under PPE Act/AAI Act, 1994 duly amended in 2003 initiated by AAI/AAICLAS. [Nil Statement to also be uploaded].

(5) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI/AAICLAS at any of the airports as a whole.

(6) 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/AAICLAS in any of the AAICLAS premises either against me and / or any member of the consortium or against our / its associates or against any of the directors / managers / employees".

j) Documentary evidence authenticating its proof of experience which the tenderer has claimed in respect of eligibility criteria i.e. Experience of three years in managing license agreements exclusively for vehicle parking contract as per eligibility criteria given in NIT.

k) List of near relatives employed in AAI/AAI Cargo Logistics And Allied Services Company Ltd as per Annexure-8.

l) Bank Account details along with a cancelled cheque as per Annexure-1

m) Duly signed by bidder the Integrity Pact as per Annexure-10.

Note: The Integrity Pact will be signed by AAICLAS also with the successful bidder after completion of tendering formalities.

Note: One set of scanned copy of complete technical documents comprising of documents as listed at clause - 2 (a to m) of the General Information and Guidelines shall be up-loaded along with the technical bid.

3. It may clearly be noted that in case tender(s) submitted by the tenderers is not accompanied by any of the documents stated above at (a to m) of Para - 2 as may be relevant / applicable, such tenders shall not be considered.

4. The maximum time allowed for successful completion and commencement of the work will be 30 days from the date of issue of award letter. AAICLAS may extend the period at its discretion. License fee shall be payable to AAICLAS from the date of handing over after the gestation period or commencement of operations, whichever is earlier.

5. Any other relevant information / document which tenderer(s) may consider appropriate including their expertise and experience in the areas other than for which tenders invited by AAICLAS may also be uploaded.
6. Based on the aforesaid documentation and the qualifications indicated in the Tender Notice, if considered necessary, AAICLAS may call the tenderer(s) to give Technical presentation about their experience, capability, capacity, professionalism. However, the technical presentation is for more understanding and will not be a ground for qualification of any offer.
7. a) A Sole Proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision.
b) In case of Partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contracts in AAICLAS.
c) In case of Companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
d) In case a Foreign Company and its Wholly Owned Indian Subsidiary (WOS) Company are participating in the same tender then a disclosure to be made during the application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
e) If the entity participating in any of the tenders is a Private or Public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAICLAS, then the said entity may not be allowed in AAICLAS tenders.”
8. **Mode Of Submission of required Original documents:**
 - a. The following documents in original should reach the Office of the **Regional Manager, AAICLAS, Integrated Air Cargo Complex, Meenambakkam, Chennai Airport, Chennai – 600 027** before opening of Technical Bid. Tender of bidder whose original documents are not received by the stipulated time will be summarily rejected. Any postal delay will not be entertained.
 - i. Original Demand Draft (DD)/Pay Order of EMD and Tender Cost
 - ii. Original signed unconditional Acceptance of AAICLAS's Tender Condition as per Annexure-6
 - iii. Affidavit on non-judicial stamp paper of Rs.100/- as per Point 2 (i) above.
 - b. The above said original documents shall be submitted offline (Postal/Physical) to the Bid Manager and the scanned copies furnished at the time of online bid

submission should be the same, otherwise, the Bid of the firm will be summarily rejected.

9. SUBMISSION / OPENING OF FINANCIAL BID

- a. Financial Bid: Shall be filled as per the guidelines given in CPP Portal (<http://etenders.gov.in>):in
- b. The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- c. Tender, in which any of the particulars and prescribed information is missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

SPECIFIC CONDITIONS FOR NON-ACCEPTANCE OF TENDER DOCUMENTS

"Tender Documents" shall not be accepted/entertained for evaluation from the agencies falling under the following categories: -

- a) Ex-licensee(s)/ Existing Licensee(s) of AAI/AAICLAS having outstanding dues in respect of any of AAI/AAICLAS airports viz. except where the dues are pertaining to current months' license fee. The disputed dues referred to an Arbitrator for adjudication as per terms and conditions of the license agreement shall not form a part of outstanding dues for the purpose of the acceptance of tender documents. However, at the time of uploading the tender documents, such agencies shall have to furnish an affidavit on non-judicial stamp paper Rs.100/- duly attested by Notary Public indicating (i) the details of their contract(s) with AAI/AAICLAS at all the International and Domestic Airports as a whole; (ii) their liability of payment of disputed / un-disputed dues of AAI/AAICLAS.
- b) Parties De-barred/black listed by CBI or AAI/AAICLAS or Undertakings/ Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt., Parties shall have to furnish an affidavit on a stamp paper of value Rs.100/- duly attested by Notary Public to this effect at the time of uploading the tender documents.
- c) Parties facing action under PPE Act/AAI ACT, 1994 duly amended in 2003, with AAI/AAICLAS.
- d) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI/AAICLAS at any of the airports as a whole and has not paid such dues to AAI/AAICLAS shall also not be eligible for the tender.

AVAILABILITY/DOWNLOADING OF TENDER DOCUMENTS

- a) Only one tender document shall be downloaded by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
- b) If the entity participating in any of the tenders is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAICLAS, then the said entity may not be allowed in AAI/AAICLAS tenders.

In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.

- c) In case a Foreign Company and its wholly owned Indian subsidiary (WOS) Company are participating in the same tender then a disclosure to be made during their application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
- d) The Bids shall be submitted only on the CPPP e-Tender portal <https://etenders.gov.in/>
- e) The bids shall not be accepted in any other form. The tenders are requested / advised to get themselves acquainted for e-tendering participation requirements.
- f) Clarification needed, if any may be sent through e-tendering portal only.
- g) AAICLAS reserves the right to reject the Conditional Tenders without assigning any reason thereto.

SCHEDULE FOR RECEIPT AND OPENING OF TENDERS:

- a) Tender documents duly completed in all respects containing Technical Bid along with Financial Bid (separately) be uploaded (in English only) by **23.07.2018** up to 1300 hours positively. Each page of Technical Bids should be signed by the 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.
- b) The Technical bids will be opened on **24.07.2018** at 1400 hrs.
- c) Financial bid of technically qualified bidders will be opened. It should be unconditional. (Conditional tenders will be summarily rejected).
- d) AAICLAS has the right to seek clarification from the participants for better understanding of bids.
- e) AAICLAS reserves itself the right of extend the date of receiving / opening of the bids as well as to extend the validity of the tender.
- f) AAICLAS reserves the right to accept/reject any or all tender(s) in part or in full without assigning any reason.

**Regional Manager
AAICLAS, Chennai Airport**

SPECIFIC INSTRUCTIONS TO THE TENDERER(S)

- 1)** It may clearly be noted that the financial bid: Shall be filled as per the guidelines given in CPP Portal (<http://etenders.gov.in>)
- 2)** Tenderer shall upload their offer in the Financial Bid. Conditional offers or alternate offer will not be entertained and will be out rightly rejected.
- 3)** The tenderer should quote over and above the Minimum Reserve License Fee of Rs. 40,10,940/- per month plus GST. In case of difference in amount of license fee quoted in words and figures, the amount indicated in words shall be taken into account.
- 4)** Special care should be taken to indicate the offer in figures as well as in words, in such a way that interpolation is not possible.
- 5)** 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).
- 6)** Downloading of tender form will be stopped on due date and time as given in the Tender Notice.
- 7)** The Successful Tenderer awarded with the work will be required to sign an agreement with AAICLAS as per Annexure – 3 within 15 days of the award.
- 8)** All rates shall be quoted as per format given in tender document.
- 9)** On acceptance of the tender, the name of the tender, the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAICLAS is to be intimated.
- 10)** Silence or use of the word “Noted” against any of the tender conditions shall mean tenderer agrees to comply with that/those conditions.
- 11)** AAICLAS does not bind itself to accept that highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 12)** GST or any other tax, duties, levies, octroi etc.; the material / services in respect of this contract shall be payable by contractor and the AAICLAS will not entertain any claim whatsoever.
- 13)** In case a Foreign Company and its Wholly Owned Indian Subsidiary (WOS) Company are participating in the same tender then a disclosure to be made during the application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
Important: AAICLAS reserves the right to verify, refer any document to the concerned authority for confirmation on case to case basis. Mere submission will not bind AAICLAS to accept the documents as valid for opening of financial bid.
- 14)** It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAICLAS tender(s) for a period of one year, on account of non-compliance of the following:
Acceptance of the offer within 10 days;
 - a) Payment of advance licence fee including utility charges and GST for one month within 15 days from the receipt of the award letter;
 - b) Payment of Security Deposit amount equal to last two months of licence fee in the form of Bank Guarantee (as per the format enclosed) from a Nationalized /Scheduled Bank in favour of AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED, Chennai. The Security Deposit (Bank Guarantee) should be valid for a period of 3 months beyond the date of expiry of the contract.
 - c) Payment of Security Deposit for electricity /water /telephone etc., as may be intimated by AAICLAS.
 - d) Execution of the Agreement within 15 days; and

e) Commencement of the facility within 30 days from date of award letter.

15) Conditions for debarring and blacklisting parties:

- a) If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date, then the contract is liable to be terminated by AAICLAS and the EMD received will be forfeited. The party will also be debarred from participating in any tender of AAICLAS for a period of one year.
- b) If any contract is terminated due to any illegal activity which is punishable under any of Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.
- c) If at any stage, during the tender process and even after the award of tender, AAICLAS finds that the party had submitted any false / wrong / concealment of information / document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for three years for participation in AAICLAS tenders.
- d) If the licensee does not operate the license up to 50% of the contract period, then the party is liable to be debarred for next one year.

16) Tender(s) will remain valid for a period of 180 days from the date of opening of the Technical Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of AAICLAS.

17) The tenderer(s) shall give the list of his near relatives employed in AAICLAS.

18) The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives* of AAICLAS employees.

19) Any breach of the conditions mentioned above by the successful tenderer(s) would render him/them liable to be removed from AAICLAS as a licensee/contractor and shall be debarred from issuing tender papers for the commercial contracts for a period of three years.

20) All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).

21) AAICLAS reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.

22) AAICLAS reserves right to reject any or all tender(s) in part or in full without assigning any reason.

23) Gestation period: 30 days or actual commencement of commercial operation whichever is earlier. For cases of all the contract is bagged by the same party and the subsequent award letter is ipso facto extension of the contract as far as the period is concerned, no gestation period will be granted.

24) A Declaration may be uploaded by the prospective bidder 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 AAICLAS in any of the AAICLAS premises either against me and / or any member of the consortium or against our / its associates or against any of the directors / managers / employees".

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

Annexure-1**BENEFICIARY ACCOUNT DETAILS FOR ECS / RTGS FUNDS TRANSFER**

1.	BANK ACCOUNT NUMBER	
2.	BANK NAME, BRANCH NAME & FULL ADDRESS	
3.	BANK MICR CODE	
4.	NAME OF ACCOUNT	
5.	BENEFICIARY NAME & ADDRESS	
6.	IFSC CODE (FOR RTGS Fund Transfer)	
7.	E-Mail ID	
8.	Contact Number	
9.	PAN Number	
10.	GST Number	

(Beneficiary's Name & Signature)

Place:

Date:

ANNEXURE- 2**SPECIAL CONDITIONS IN RESPECT OF LICENSE FOR MANAGEMENT OF CAR/TRUCK PARKING SERVICES AT INTEGRATED AIR CARGO COMPLEX AND ALLIED AREAS, AAICLAS, CHENNAI AIRPORT.**

- 1) The Licensee may regulate the parking of vehicles at the vehicle parking area at Integrated Air Cargo Complex and Allied Areas at Chennai Airport, and charge parking fee at the following rates:

General Parking	Vehicle Parking Charges Rs.
Coach Bus / Trucks	110
Tempo/SUV/Minibus	110
Car	100
Two-Wheeler	25

Note:

- i. The rates given above will be applicable for 2 hours. After two hours, rate will increase by Rs.20/- per hour. The Parking rate beyond 7 hours up to 24 hours will be 300% of the first two-hour rate and every 24 hours or part thereof.
- ii. Monthly charges in respect of AAI / AAICLAS employees and other authorized agencies functioning at the AAICLAS shall be as follows:

a)	AAI / AAICLAS employees	free of charge.
b)	Employees of airlines, regulatory agencies, concessionaires etc., functioning at the Integrated Air Cargo Complex, Allied Areas at Chennai airport	Car-Rs.200/-* per month Two Wheelers-Rs.100/-* per month
c)	Tempo and Truck Operators at the Air Cargo Complex /OTB	Rs.1000 per month* for tempo and Rs.1500/- per month* for trucks
d)	Agent/licensee at cargo complex (entry at cargo complex only)	Rs.750/- per month*.

* Shall be valid for multiple entries at all locations of Integrated Air Cargo Complex / Allied Areas, Chennai Airport.

(The vehicle parking rates to be levied on the users of the Car /Truck park as indicated above are inclusive of all taxes including GST and the licensee shall not be allowed to collect taxes over and above. The onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for Car/ Truck Parking charges shall rest with the Licensee.) .

In case of increase in the vehicle parking tariff, the License fee will be increased proportionately.

- 2)** The Licensee shall provide computerized billing system.
- 3)** The Licensee shall use the area allotted for the bonafide purposes as provided in the Agreement more particularly described in the attached schedule, for the use of all passengers and bonafide visitors to the AAICLAS and Officers of the AAI/AAICLAS and the staff of various airlines and concessionaires using the AAICLAS and for no other purpose.
- 4)** The Licensee shall install hydraulic boom barriers and provide automatic or semi-automated Vehicles access control. RFID Cards shall be provided separately by contractor to users as per requirement as and when required / implemented- once in a time user, monthly passes for daily users, employees and VIPS.
- 5)** The licensee shall also install close circuit cameras at the entry / exit booths to keep record of the vehicles entering and exiting the AAICLAS premises. The record of such vehicles shall be maintained for a period of 45 days and made available to security / police / other regulatory authorities if required.
- 6)** The billing system should have a built-in provision to share the invoicing details with AAICLAS on real time basis.
- 7)** Licensee shall not erect or display any advertisement, hoardings, banners or sign boards, or undertake any modification/construction plan at the allotted space. Any specific requirement needs to be approved by Regional Manager.
- 8)** The licensee shall make their own arrangements for printing and issuing of car park tickets along with counter foil of various denominations as per ticket pattern approved by AAICLAS. No advertisement is permitted on front or backside of the ticket without the specific approval of the AAICLAS.
- 9)** Exemption criteria as per Manual.
- 10)** The Regional Manager will approve the design and location of the temporary structure/permanent structure required by the Licensee for dispensing the tickets for parking and other establishment requirement of the Licensee for running the facility.
- 11)** The licensee shall submit necessary reports with regard to trend of vehicles parking as well as collection etc. as and when desired by AAICLAS in the required format.
- 12)** The licensee shall have adequate provision to check and carry out thorough security screening of all cars entering into the car entering into the car park with necessary equipments/gadgets like inverted mirror with adequate trained manpower at the entry gates of the car park before the cars enter the area and ensure security requirement. The licensee shall also deploy adequate number of uniformed security personnel within the car park area to ensure that the cars are parked in orderly manner in the designated parking lanes and to assist the passengers/public for easy parking and removal of cars from the vehicle park.
- 13)** The fact that the vehicle parking cannot be operated for some time because of strikes, lock out by any airlines/agencies or any other reason shall not render the agreement null and void and AAICLAS shall not be liable for any compensation.
- 14)** The security/custody of vehicles in the vehicle parking area will be sole responsibility of the licensee. The licensee shall take all necessary precautions for the safety of the vehicles. Any claims arising out of the neglect of the licensee shall be borne by the licensee.
- 15)** The licensee shall maintain proper cleanliness in the vehicle parking area. All expenditure on account of maintaining proper cleanliness shall be borne by the licensee.
- 16)** The AAI/AAICLAS shall be free to put up any hoardings or other advertisement material in the car park area or provide any other facility in the area. Any

income arising out of such facilities shall belong to the AAI/AAICLAS and the licensee shall not have any right of share.

- 17)** The licensee shall follow the instructions about efficient Management of Car parks. Any expenses incurred on maintenance of accounts etc. shall be borne by the licensee.
- 18)** Two set of uniforms as per the specifications to be approved by AAICLAS shall be provided by the contractor to his workers/supervisors at his own cost. He will also ensure that these are worn by the employees while on duty and kept to tidy condition along with name plate indicating their name prominently.
- 19)** The AAICLAS shall have right to demand and inspect the accounts of the licensee relating to management of car/truck parks and licensee shall furnish to the AAICLAS such information and books as may be demanded by the AAICLAS from time to time.
- 20)** The actual area of the car/truck parking (including Two-Wheeler parking areas) shall be measured jointly by AAICLAS and the successful bidder and signed by both parties before commencement of the contract.
- 21)** Any difference in area is found during joint measurement or during the course of contract due to any administrative reasons (like construction activity or security etc.,) the area is increased/decreased more than 10% of the area allotted, then the licence fee shall be revised on pro-rata basis.
- 22)** Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

Sl.	Description of irregularities	Penalty
1.	Staff not in uniform/without ID Card	Rs. 1500/- per violation
	Un-clean premises and improper housekeeping	
	Vehicles not parked in orderly manner	
	Charging of parking fee at the time of entrance	
	Vehicle checking appliances not provided / Hydraulic barriers not provided	
2.	Use of unapproved parking slips	Rs. 3000/- per violation
	Mis behavior by parking staff	
3.	Refusal to issue monthly passes	Rs. 5000/- per violation
	Obstruction of free movement to service rooms/ Station utilities	
4.	Over charging	10% of monthly licence fee
	Encroachment	
	Parking of commercial vehicles	
	On 3rd occasion of irregularities given at Sl.No.1	
5.	Use of parking space for other than parking purposes	25% of the monthly licence fee
	Criminal activity in parking area	
6.	On 2nd occasion of irregularities given at Sl. No. 5 or 3rd occasion of irregularities given at Sl. No. 4	50% of the monthly licence fee
7.	On 3rd occasion of irregularities given at Sl. No. 5	100% of monthly licence fee

The Regional Manager will have the powers to decide the quantum of penalty.

LICENSE AGREEMENT

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

SUBJECT: Licence for Management of Car / Truck Parking Services at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Chennai Airport

THIS AGREEMENT made on this ____ day of ____ Two thousand Eighteen between the AAI Cargo Logistics & Allied Services Company Limited (A 100% subsidiary of Airports Authority of India) and having its Corporate Office at Belman Hanger, Safdarjung Airport, New Delhi and having its Regional Office at Integrated Air Cargo complex, Meenambakkam, Chennai Airport, Chennai-600027 represented by Regional Manager hereinafter called the 'AAICLAS' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman or Director, Chief Executive Officer, Regional Manager, Officers or any of them specified by the Chief Executive Officer in his behalf and shall also include its successors and assigns) of the One Part; and _____, having its office at _____, hereinafter called the 'Licensee'(which term shall, unless excluded by or its repugnant to the context, be deemed to include its authorized official / officer, successors and assigns) of the Other Part.

WHEREAS the AAICLAS is entitled in 'Law' to grant licence at its Chennai Airport for the purpose of Licence for Management of Car / Truck Parking Services at Integrated Air Cargo Complex and Allied Areas of Chennai Airport so as to provide amenities and facilities to the passengers and stake holders at AAICLAS 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 AAICLAS on the terms & conditions mentioned hereunder:

AND WHEREAS the AAICLAS is agreeable to grant the licence. Now therefore, this indenture witnessed:

1. That the licence for the said facility shall be valid for the period of ONE year from....to..... and extendable for a further period of 06 months on satisfactory performance unless terminated earlier on account of following:
 - (a) By giving 60 days' notice in writing from either side without assigning any reason.
 - (b) Terminated by AAICLAS on a short notice on account of un-satisfactory performance.
 - (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution
2. That in consideration, Licensee shall pay the AAICLAS every month in advance by way of licence fee on or before 10th day of English calendar month as under:

Years	Amount of Monthly License Fee

3. That in addition to the above said licence fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the AAI/AAICLAS 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 AAICLAS may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in "Laws".
5. That the Licensee shall make payment of licence fee etc. by Demand Draft /Pay Order/RTGS/NEFT. No outstation cheque shall be accepted in payment of licence fee etc.
6. That in the event of failure to pay the licence fee and other charges by due dates, simple interest @ 12% per annum on delayed payments be payable, as per AAICLAS credit policy, on all delayed payments without prejudice to the AAICLAS's other rights and remedies.
7. That the Licensee shall deposit a sum of Rs. _____ (Rupees _____) i.e. an amount equal to _____ months licence fee as Security Deposit in the form of Demand Draft / Pay order / Bank Guarantee from a Nationalized/Scheduled Bank in favour of AAI Cargo Logistics and Allied Services Company Limited, Chennai Airport. In the event of the Licensee committing any breach of the terms & conditions of the licence agreement, the AAICLAS may without prejudice to other rights and remedies be entitled to forfeit / adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the AAICLAS 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 licence the AAICLAS shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
8. That the Licensee shall deposit in Demand Draft/Pay order Rs. _____ (Rupees _____ only) as Security Deposit towards Electricity Charges.
9. 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 licence.
10. 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 AAICLAS in such manner as may be prescribed. The Licensee shall provide to the AAICLAS, if so required by the AAICLAS, Statements of audited Accounts in such manner and within such period as the AAICLAS may prescribe. Licensee shall be liable to share invoicing details live with AAICLAS.
11. That the Licensee shall have no right to object as and when the AAICLAS decides to grant additional Licence for similar Facility at the AAICLAS premises where the Licensee is rendering such services.

12. That AAICLAS shall provide bare space for the subject services 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 AAICLAS at licensee costs.

13. All the times during the currency of the licence 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 AAICLAS shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

14. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the AAI/AAICLAS. Licensee shall exhibit the said approved charges at a conspicuous place inside and at entry of the licensed premises.

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

16. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers/agents/truckers and bonafide visitors to the AAICLAS and Officers of the AAICLAS and the staff of various Airlines using the AAICLAS and for no other purpose.

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

18. The Licensee shall not terminate the licence before the expiry of the period of the licence except by giving 60 days notice in writing, otherwise the Licensee shall be liable to pay to the AAICLAS (without any demur or question) such amount of money as the AAICLAS may decide as due to it by the Licensee. The licence can be terminated by the AAICLAS by giving 60 days notice in writing without assigning any reason thereto.

(a) – The Termination Clause, Exit Clause, Dispute Resolution Clauses of this agreement shall be as follows:

(i) "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 licensee in writing and duly accepted. The liability of the licensee will continue to be payable along with the delayed interest (at the rate as mentioned in the contract) till the same is settled. The licensee 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.

(ii) Termination for cause: If the licensee or AAICLAS has invoked the internal dispute resolution clause (as per which the dispute referred to the Dispute Resolution Committee is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract

will terminate after the expiry of the notice period. If such termination happens to fall within 50 % of the contract period then the licensee is liable to pay AAICLAS the value of licence fee equal to the amount of current license fee for the six months as demurrage charges. This agreement also provides for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings. Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

(iii) Termination for convenience: Either party, AAICLAS on one part and the licensee on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAICLAS to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the licensee should be approved by the acceptance authority. However, the date on which notice was received at AAICLAS will be the commencement of the notice period and the administrative time required for the approval will not be added. If the licensee has served the notice then the licensee is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage charges will be equivalent to 3 months' license fee.

(iv) 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 this license at any particular location or otherwise, then it will have deemed to be closed from the date of such enactment. No Compensation will be payable by the AAICLAS.

(v) Exponential Penalty:

Exponential Penalty on the licensee at the rate of double the license fee per month in the form of damage charges will be imposed by the AAICLAS on the licensee for unauthorized occupying the premises after expiry of the license period.

19. In the event of any default, failure, negligence or breach, in the opinion of the AAICLAS on the part of the Licensee in complying with all or any of the conditions of the licence agreement, the AAICLAS will be entitled and be at liberty to determine the licence 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.

20. The AAICLAS and the Licensee further agree that they are bound by the Schedule of Premises along with terms and conditions found in Annexure "4 " General Terms & Conditions found in Annexure "5" and the special conditions in respect of Vehicle Parking found in Annexure "2".

SIGNED BY REGIONAL MANAGER,
AAI CARGO LOGISTICS AND ALLIED SERVICES CO LTD,
CHENNAI AIRPORT,
FOR AND ON BEHALF OF THE CHIEF EXECUTIVE OFFICER

IN THE PRESENCE OF:

WITNESS:

- 1.
- 2.

SIGNED BY
FOR AND BEHALF OF _____

SCHEDULE OF PREMISES

1.	Location of Car/ Truck park	Integrated Air Cargo Complex and its Allied Areas at Meenambakkam, Chennai Airport as per Car/Truck Park Layout in Annexure - 9
2.	Purpose	Management of Car / Truck Parking Services at Integrated Air Cargo Complex and Allied Areas of Chennai Airport.
3.	Tentative Area	20931 Sqm

GENERAL TERMS & CONDITIONS

The AAICLAS hereby covenants with the Licensee as follows:

1. The Licensee, his workers and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said AAICLAS ground subject to such rules and regulations as may be imposed by the lawful authorities of the AAICLAS ground.
2. The Licensee paying the licence fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the AAICLAS or any person claiming under the AAICLAS.
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 authorised representative or agent. Similarly, any notice to be given to the AAICLAS under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the AAICLAS who should invariably acknowledge the notice.
 - 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 AAICLAS and all other actions to be taken on behalf of the AAICLAS, may be given or taken on behalf of the AAICLAS by the Station-In-Charge of the AAICLAS or by any other officer for the time being authorised by or entrusted with the functions, duties and powers of the said Station-In-Charge, in respect of the Station under his charge.
5. (a) The Licensee shall not, unless with the written consent of the AAICLAS, create a sub-contract of any description with regard to this licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence 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 workers 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 AAICLAS, 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 AAICLAS from/against any claims made or damages suffered by the AAICLAS 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 AAICLAS shall not be responsible in any way for loss or damage by any means causes to the Licensee's stock or property.

8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the AAICLAS 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, AAICLAS Incharge shall have powers to get the premises cleaned at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs.500/- per day for each default up to 7 days and thereafter Rs.1000/- per day and can take other actions including termination of the licence.

9. The Licensee shall comply with the requirements of all standard health clauses including those given below:

a) The AAICLAS Health Officer/Medical Officer of AAICLAS 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 the instructions given by the Airport Health Officer/Medical Health Officer of AAICLAS or any persons authorised by them in the maintenance of public health of the AAICLAS including sanitation control, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by their agent and workers.

c) The Licensee shall notify to the Airport Health Officer /Medical Health Officer of AAICLAS whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The 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 workers shall not without consent of the AAICLAS 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 AAICLAS Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

e) The Licensee, his agents and workers shall not abuse the water sources, and drainage facilities in the AAICLAS area so as to create a nuisance or insanitary situation prejudicial to public health.

f) In the event of any default, failure, negligence or breach in the opinion of the AAICLAS, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause 18 a (i) to (v), the AAICLAS 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 workers as shall have good character and as well behaved and skillful in their business. The licensee shall furnish to the AAICLAS in writing with the names, parentage, age, residence and specimen signature or thumb impression of all workers whom he proposes to employ for the purpose of this Agreement before they are so employed and the AAICLAS shall be at liberty to forbid the employment of any person whom it may consider undesirable. The workers employed by him shall be under the general discipline of the AAICLAS and shall confirm to such directions as may be issued by the AAICLAS in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all persons employed by him verified by the police to the satisfaction of the AAICLAS, before the employment.

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

(b) No wooden partition/inflammable materials 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 AAICLAS and to be got approved by AAICLAS in advance.

(c) Licence 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 AAICLAS 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 AAICLAS shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.

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

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

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

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

15. In the case of such breach of the terms of this licence as minor offenses and complaints coming to its notice for which in the opinion of the AAICLAS this

Agreement need not be terminated, the AAICLAS may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the Licensee. The decision of the AAICLAS in this respect will be final and binding on the Licensee.

16. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Station-In-Charge of the AAICLAS.
17. If because of any strike or lock-out either in the AAICLAS or in any airline, the Licensee is unable to function or his business is affected, the AAICLAS shall not be liable for any loss which the Licensee may suffer in such an event. However, rebate in the licence fee due to ban on visitor's entry at the AAICLAS and due to natural calamities and due to declaration of the closure of the airline operation / total AAICLAS operation shall be granted as per the merit of the case and policy laid down by AAICLAS from time to time.
18. The AAICLAS do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the Licence or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/bargaining will be entertained.
19. On expiry of the licence period or on termination of the licence by the AAICLAS 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, equipments and installations, if any, provided by the AAICLAS. Further, Licensee shall remove his/their goods and other materials from the premises immediately, failing which AAICLAS reserve its right to remove such goods/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, AAICLAS 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.
20. The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/land/ garden/tank/premises to or in favour of the licensee but shall be construed to be only as a licence in terms & conditions herein contained.
21. The AAICLAS, its workers and agents shall at all times have the absolute right of entry into the said premises.
22. The provision of the Airports Authority of India Act, 1994 duly amended in 2003 and the rules framed there under (Chapter VA-Eviction of Unauthorised Occupants etc., of AAI Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.
23. The licensee shall abide by the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 also ensure that the workers are provided with all the requirements on payment of Central Government Minimum Wages, statutory benefits like EPF & ESI, bonus payable to

the workers. The Licensee has to forward the details of his workers, their wages, EPF and ESI details to Cargo Admin office on monthly basis for verification and compliance.

24. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided or to which the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed thereunder which are now enforced or which may hereafter come into force are applicable for all matters provided in the said act), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. Before making a reference to dispute resolution committee, the licensee will have to first deposit the disputed amount with M/s AAICLAS and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the dispute resolution committee. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/Member/CEO of the AAICLAS subject to the condition that the licensee will have to deposit the disputed amount with AAICLAS as condition precedent before making reference to the arbitration for adjudication of dispute. The award of the arbitrator so appointed shall be final and binding on both the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. During the arbitral and dispute resolution proceedings, the licensee(s) shall continue to pay the full amount of licence fee / dues regularly as per the award / agreement and perform all covenants of the agreements.
25. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the AAICLAS and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
26. 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 AAICLAS is located.
27. During the course of the contract due to any administrative reasons (like construction activities or security etc.,) if the area of the Car/ Truck park is reduced more than 10% of the area allotted at the time of commencement then the rebate will be worked out on pro-rata basis.

(SIGNATURE OF LICENSEE)

**ACCEPTANCE LETTER
(TO BE UPLOADED ALONGWITH THE TECHNICAL BID)**

To

The Regional Manager
AAI Cargo Logistics and Allied Services Co Ltd
Chennai Airport,
Chennai-600 027.

Sir,

UNCONDITIONAL ACCEPTANCE OF AAICLAS TENDER CONDITIONS

1. The tender documents for the Facility Licence For Management of Car / Truck Parking Services at Integrated Air Cargo Complex and Allied Areas of Chennai Airport have been provided to me/us by AAI Cargo Logistics and Allied Services Co Ltd and 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. I/We hereby unconditionally accept the tender conditions of AAICLAS tender documents in its entirety for the above facility including the following specific conditions. The tenderers are requested to physically inspect the available Car / Truck parking area in the Integrated Air Cargo Complex and Allied Areas before bidding.

3. The contents of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that AAICLAS reserves the right to reject the conditional tenders without assigning any reason thereto.

4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAICLAS for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAICLAS asks for bribe/gratification, I/We will immediately report it to the appropriate authority in AAICLAS.

5. I/ We have inspected / surveyed the available Car / Truck parking areas available at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Chennai Airport and have quoted the license fee accordingly.

6. The required Earnest Money Deposit for this facility is enclosed herewith.

Yours Faithfully,

(Signature of the Tenderer)
with Company Seal

Date:
Place:

FORM OF BANK GUARANTEE

WHEREAS by a Licence Agreement letter No. _____ dated _____ made between AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED , the Licensor(hereinafter called "the AAICLAS") of the one part and (hereinafter referred to as "the Licensee") of the other part, the AAICLAS has granted to the LICENSE FOR MANAGEMENT OF CAR/TRUCK PARKING SERVICES AT INTEGRATED AIR CARGO COMPLEX AND ALLIED AREAS, AAICLAS, CHENNAI AIRPORT and the Licence Fee, GST and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Licence Agreement.

1. Now therefore in consideration of the promises aforesaid and there at the request of the licensee

we, _____ (herein after referred to as the bank) do, hereby irrevocably and unconditionally undertake to pay to you, the AAICLAS 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 AAICLAS on account of the Licence Fee, GST and other charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the AAICLAS by reason of any breach by the Licensee of any of the terms or conditions of the said Licence Agreement : 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 AAICLAS or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the AAICLAS as stated herein above shall be conclusive evidence to us that the amount demanded by you, the AAICLAS is payable under the terms of the said Licence 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 Licence Agreement made between the AAICLAS and the Licensee and or any indulgence to the Licensee by the AAICLAS or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Licence Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assigns and shall not be discharged or affected by any change in the constitution of or that of the Licensee or the AAICLAS.

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 as in force in India.

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

NOT WITHSTANDING anything contained herein:

I. Our liability under this Guarantee shall be limited to a sum of Rs. _____.

II. This bank guarantee shall be valid up to_____ and you have the right to encash this guarantee up to 3 months from the said date.

III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount and if you serve upon as a written claim or demand on or before_____.

Dated:
Place:

For Bank name

Witnesses:

- 1.
- 2.

(THIS FORM TO BE FILLED BY THE TENDERER & SHALL BE UPLOADED)

LIST OF NEAR RELATIVES EMPLOYED IN AAI/AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD.

Sl.No.	Name of 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 Authorized Signatory.
2. In case the above space is not adequate for the details, additional sheets duly signed by Authorized Signatory may be attached.

INTEGRITY PACT

(To be uploaded with Technical Bid)

This Pact made thisday oftwo thousand eighteen between AAI Cargo Logistics and Allied Services Company Ltd. wholly owned Subsidiary of AAI (a body Corporate constituted by the Central Government under the Airports Authority of India Act,1994 duly amended in 2003) and having its Corporate Office at Belmen Hanger-1, Hanger Building, Safdarjung Airport, New Delhi-110003, hereinafter called the AAICLAS (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chief Executive Officer, Regional Manager, Officers or any of them specified by the Chief Executive Officer in this behalf, and shall also include its successors and permitted assigns) of the one part

AND

_____represented by of the other part, hereinafter called the "Bidder" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Licensee) WHEREAS the AAICLAS intends to award, under laid down organizational procedures, tender/ contract forThe AAICLAS, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidder.

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

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

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling AAICLAS to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

from bribing and other corrupt practices and AAICLAS will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the AAICLAS

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

3.0 Commitments of Bidders/Firms/Agencies

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

- 3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAICLAS, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.1.1 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAICLAS or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the AAICLAS for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the AAICLAS.
- 3.1.2 The Bidder has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2 The Bidder shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.3 The Bidder shall when be presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AAICLAS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 1.5 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AAICLAS as part of the business relationship, regarding plans, technical BIDs and business details, including information contained in any electronic data carrier. The Bidder also undertake to exercise due and adequate care lest any such information is divulged.
- 3.8 The Bidder will inform to the Independent External Monitor. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any AAICLAS associate(s)
- 3.9 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.10 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the AAICLAS/AAI, or alternatively, if any relative of an officer of the AAICLAS/AAI has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.12 The Bidder/Firm/Agency shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AAICLAS/AAI.
- 3.13 That if the Bidder, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the AAICLAS is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

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

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

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

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

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the AAICLAS has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the AAICLAS is entitled to forfeit the earnest money deposit/bid security.
- (iv) To recover all sums already paid by the AAICLAS, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the AAICLAS in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the AAICLAS resulting from such cancellation/rescission and the AAICLAS shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the AAICLAS.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the AAICLAS with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the AAICLAS have terminated the contract under section 2 or 3 or 4 or if the AAICLAS is entitled to terminate the contract under section 2 or 3 or 4, the AAICLAS shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher and
- (xii) That the Bidder/Firm/Agency agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder can prove and establish to the satisfaction of the AAICLAS that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the AAICLAS.

6.2 The AAICLAS will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder applies to the AAICLAS for premature revocation of the debarment and proves to the satisfaction of the AAICLAS that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the AAICLAS may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder for first time default.

6.4 That a transgression is considered to have occurred if the AAICLAS is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the AAICLAS to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7.0 Allegations against Bidders/ Sub-Contractors/ Associates:

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

8.0 Independent External Monitor(s)

- 8.1 That the Authority has appointed Dr. Anup K. Pujari, IAS (Retd.), Mob: 09899210944, Email: anup@nic.in and Mr. M.P. Juneja, (Retd Addl. Member of Railway Board), Mob: 09811733362, Email: mp.juneja@yahoo.com as competent and credible Independent External Monitors for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or AAICLAS.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the AAICLAS.
- 8.4 That the Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the AAICLAS including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the AAICLAS and Bidder/ Sub- Contractors/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the AAICLAS and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the AAICLAS will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the AAICLAS and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the AAICLAS within 2 weeks from the date of reference or intimation to him by the AAICLAS and, should the occasion arise, submit BIDs for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against

such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Monitor' would include singular and plural.

9.0 Facilitation of Investigation.

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

10.0 Law and Place of Jurisdiction.

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

11.0 Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12.0 Pact duration (Validity)

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

12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Managing Director of the AAICLAS.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13.0 Company Code of Conduct

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

14.0 This Integrity Pact is being submitted by the Bidders as a part of the documents comprising the bid. The AAICLAS reserves the right to execute this pact at any time after the submission of bid and this Pact shall be deemed to have been validity executed

by the parties. The Bidders shall continue to be bound by the provisions of this Pact during the bidding process.

15.0 **The parties hereby sign this Integrity Pact at _____ on _____**

BIDDER	AAICLAS
Name	Name
Designation	Designation

Witness 1:

Witness 2:

Note:

1. Applicants shall submit the financial proposal in the formats at Appendix-II on online CPP Portal ("**Financial Proposal**") as per the guidelines on <http://etenders.gov.inc> by the Applicant's Authorized Representative.
2. While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Bid. All taxes will be excluded from the quoted amount. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all expenses except applicable taxes. Costs shall be expressed in INR.
