



Airports Authority of India
Maharana Pratap Airport, Udaipur

Notice Inviting **E-Tenders**

For Award of

CITY AIR-CONDITIONED COACH SERVICES LICENSE

At

Maharana Pratap Airport, Udaipur

E-Bid No. 2020_AAI_41642_1

Janaury- 2020



AIRPORTS AUTHORITY OF INDIA

MAHARANA PRATAP AIRPORT UDAIPUR

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Cost of Tender Documents – **INR 10,000.00**

Bid Invitation No. – **2020_AAI_41642_1**

Tender Document No. – AAI/COMML/**UD/CCS/01/2020-23/**

Subject: - City A/C Coach Services License at Maharana Pratap Airport, Dabok,
Udaipur - 313022.

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AIRPORTS AUTHORITY OF INDIA

MAHARANA PRATAP AIRPORT, UDAIPUR

DISCLAIMER

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

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

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

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

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

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

The issue of this e-Tender doesn't imply that the Authority is bound to select all the proposals for bidding process for the concession & the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

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



**AIRPORTS AUTHORITY OF INDIA
M. P. AIRPORT, UDAIPUR
DEPARTMENT OF COMMERCIAL**

**E-tenders are invited for award of “City A/C Coach Service License” at
Maharana Pratap Airport, Udaipur.**

INTRODUCTION

1. Airports Authority of India is (“AAI”) is the largest airport Operator in India providing Modernization, Air Navigation, operations & Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-Tender (**City A/C Coach Services License**) at Maharana Pratap Airport, Udaipur.
3. AAI came into existence on 1st April 1995. AAI has been constituted as a statutory Authority under the Airports Authority of India Act, 1994. The main function of AAI includes.
 - A. Design, Development, Operation & maintenance of passenger terminals.
 - B. Development & Management of cargo terminal at international & domestic airports.
 - C. Provisions of passenger facilities at terminals like Duty Free Outlets, Travel retail outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxis etc.) and other non-aero activities like; Money Exchange Counters, Trolley services & information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of Modernizing and developing airside & Terminal Side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety & passengers satisfaction as is reflected in passenger experience survey results.
5. During the financial year **2018-19**, AAI has recorded a total revenue of **Rs.14132.96** crores and a profit after tax (PAT) of **Rs.2271.44** Crores.
6. The spurt in Air Traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructures & passenger amenities.
7. Major Airlines and Passenger Traffic data of the airport is placed at **Annexure-N** of this e-Tender.



AIRPORTS AUTHORITY OF INDIA
M. P. AIRPORT, UDAIPUR
DEPARTMENT OF COMMERCIAL

NOTICE INVITING E- TENDER

1. E-Tenders are hereby invited on GOI Central Public Procurement Portal (CPPP) for granting Concession for the following facility at Maharana Pratap Airport, Udaipur, 313022.

Name of facility	Tender Processing Fees	Earnest Money Deposit	Minimum Reserve License Fee (Per Month)
City Air-Conditioned Coach Services at Maharana Pratap Airport, Udaipur (Raj)	INR 10,000/-	INR 2,03,000/-	INR 2,54,500.00 + Space License Fee for Booking Counter + 10% of space license fee as utility /facilitation charges + Applicable GST per month.

NOTE (A):-

- The above mentioned MRLF is for 03 Nos. of A/C Coach having maximum seating capacity of 36+D. Per Coach maximum 03 round trip/day permissible.
- If the requirement of number of buses and number of trips is more than three in a day then additional pro-rata license fee will be payable to AAI by Licensee for extra no. of bus and trips. Also If the Licensee is engaging buses having seating capacity more than 36+ D. additional pro-rate licensee fees will be payable by licensee to AAI.

NOTE (B):-

- A) Offers below MRLF will not be considered for Award.
- B) Highest Quote/ Offer over and above MRLF, Shall be the sole parameter for selection of highest bidder.
- C) License fees shall be the quoted fixed license fees/quoted MMG. The Quoted fixed license fee/MMG is subject to annual escalation as detailed in NIT.
- D) In addition of the concession fees , the selected bidder shall be liable to pay:
- Space License Fee for Kiosk/ Trolley Storage and Utility/Facilitation charges of 10% of normal space rent (or as notified by AAI from time to time, presently normal notified space rent is **INR.1240.00 per SQM per month (For A/C) and Rs. 835.00 per SQM per month (Non-A/C)** subject to annual compounded escalation of 10% w.e.f. 1st April of every year) for allotted space.

- ii) All applicable government taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or state Government from time to time.
- iii) Charges for the consumption of electricity and water consumed for the purpose of use of the said license as becomes dues and payable and in accordance with the directions of the authority and at the rates as fixed by AAI from Time to Time.

2. **Location Details** : **Terminal Building (Visitor Concourse Area)**

3. **The period of Concession** : **Three Years (03 Years).**

4. **Rate of Escalation:**

- a. License fees shall be subject to escalation of **10%** compounded annually.
 - b. The first annual escalation will be applicable after completion of **one year + Six months license period**. Thereafter the same will be applicable after completion of subsequent one year period there from. Even, if on account of any delay whatsoever, license could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
5. The prospective bidders are requested to go through the tender conditions and visit the site/airport to assess the feasibility of business/Undergo proper diligence study and thereafter may bid in the Tender. No reduction in License fee will be entertained by AAI at any stage for whatever reasons.
6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.
7. **Business Incubation period:** Shall mean a period of **15** days from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities /Conditions of award as will be specified in the LOIA.
8. **Handing Over Sites.**
- a. Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
 - b. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on **91st** day of issuance of LOIA i.e. immediately after expiry of business incubation period. However actual handing over of sites shall only be done after completion of all conditions of award.
 - c. In case tender process has been completed and successful tenderer has been awarded LOIA, but concession/License period of incumbent licensee is not over, then date of hand over of site should not be later than 7th day of expiry of incumbent license or expiry of business incubation period(Whichever is later.)

However, in extreme circumstances, if due to some reasons, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/license. Rebate shall not be considered in such a case.

9. Gestation Period :

Maximum of **90 days (including business incubation period of 15 days)** of gestation period or actual commencement of commercial operation whichever is earlier, will be allowed from the date of award letter.

Note:

1. However, actual billing will start from **91st day** (i.e. after expiry of gestation period) if party failed to start the facility within gestation period.
2. No gestation period is to be permitted in case of award of the license in favor of the existing licensee in the same place (i.e. same area as well as location).

10. Eligibility Criteria:

A. Technical Criteria :

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

1. **Minimum One (01)** year experience of running/operating Bus or Coach Services under the All India Tourist Permit/Contract Carriage Permit/State Carriage Permit/ Inter-State Tourist Permit/Corporate Permit issued by appropriate Authority.
2. Should possess **minimum 3 (Three) Air-conditioned Bus/Coaches (having seating capacity of more than 12)** either in the name of bidder or through hire purchase/lease agreement. Buses/Coaches **should not be older than 05 Years.**
3. The successful tenderer shall acquire necessary permit from the Government of Rajasthan for operation of the coach service and shall commence the operation **within 90 days** from the date of issue of the award letter.

NOTE:-

1. The experience, as claimed by the bidders, to be supported by copies of award letters/agreement/experience certificate /work completion certificate /corroboration of registration and profit and loss account clearly depicting the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting CA Certificate will not be considered to testify the claimed experience. An undertaking that the furnished information is true also needs to be submitted. **(Refer Annexure F)**
2. Total years of experience will be reckoned as on date of opening of the Technical Bid.

Financial Capacity

Having minimum gross turnover of **INR 30,54,000/-** (INR Thirty Lakhs Fifty four thousand Only) Per Annum .

Note:-

- (i) **Qualifying Turnover: 50%** from the business for which experience has been claimed.
 - (ii) Turnover details, Profit & Loss Account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor.
 - (iii) The turnover of the company/agency should be in any one of the Financial Years for which Technical Experience has been claimed.
 - (iv) In case of multiple businesses of bidder, the breakup of the turnover (duly certified by Statutory Auditor/Chartered Accountant) with the specific head as from the tendered facility should be submitted.
 - (v) Duly signed undertaking on the letter head of the bidder regarding overall as well as breakup of turnover should also be submitted.
11. Only one e-Tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company firm will be considered as single party and one legal entity.
12. Any party either firm or an individual falling under the following categories is not eligible:-
- a) Debarred/Black-listed by CBI or A.A.I. or Undertakings/Departments like; Railways, Defense, or any other department of Govt. of India, State Govt. Deptt. etc. A declaration to this effect is also to be submitted by the party with tender documents.
 - b) Parties facing action under PPE Act with AAI.
 - c) Parties either an individual or a business establishment, who has been ordered by a Court of law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI. The associated firms/subsidiaries of such defaulting party shall also not be eligible for the tender.
 - d) 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 and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI Tenders.
 - e) If the entity participating in any of the tenders is a private or public limited company, Partnership Firm or Sole proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, except the dues pertaining to current quarter, i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI Tenders.

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

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

- f) **Form of Consortium.**
- g) A declaration to the effect that the Tenderer doesn't fall under the categories a),b),c),d) e)& f) above has to be submitted in the Technical bid. (Refer Annexure G). Following declaration will also be part of **Annexure : G**

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

- 13. E-Tender documents indicating full details of the license can be seen in the tender documents uploaded on the NIC CPPP E-Tendring Portal at

<https://etenders.gov.in> and AAI Website www.aai.aero

- a) The bids shall be submitted only on the GoI Central Public Procurement Portal (CPPP) **<https://etenders.gov.in>**
- b) The bids shall not be accepted in any other form.
- c) The e-tendering process is online at NIC CPPP E-Tendering Portal at **<https://etenders.gov.in>**
- d) Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at GoI e-tendering portal mentioned above.
- e) Clarification needed, if any, may be sent through NIC CPPP E-tendering portal only.
- f) Cost of e-tender fee amounting to **INR 10,000/- (Rupees Ten Thousand only)**, non-refundable, shall be paid by the bidder before the scheduled time of E- tender submission through **NEFT/RTGS** in following accounts. The cost of Tender document must be deposited on or before **19.02.2020 upto 1700 hrs.** No other mode of payment shall be acceptable.

Beneficiary Name : Airports Authority of India,
Account Type : Current
Account No. : 33783057199
Bank Name : State Bank of India
Branch Name : Pratap Nagar, Udaipur (Raj)
IFSC : SBIN0031592

- g) The amount of Earnest Money Deposit (EMD) of **INR 2,03,000.00 (Rupees Two Lakh Three Thousand only)** shall be paid by the tenderers before the scheduled time of e-Tender submission through RTGS/NEFT i.e. on or before **19.02.2020 upto 1700 hrs.** in above mentioned account details.
- h) A copy of the proof /documents of the above payments (i.e. cost of tender document and EMD) made through RTGS/NEFT is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- i)
- j) Non- submission of cost of tender document and EMD shall led to disqualification of tenderers.
- k) E-bids shall be submitted in two bid system as follows:-

I. TECHNICAL BID : –

Documents as required under clause 3 of General Information / Guidelines of Notice Inviting Tender along with scan copies of payment proof of Tender Fee & EMD.

II. FINANCIAL BID –

As required under clause 4 of general information/guidelines of Notice Inviting - Tender.

14. Critical dates

Sl. No	Activity	Date		Time in IST
		From	To	
(i)	Download of e-tender documents from NIC CPP portal	31.01.2020	19.02.2020	Upto 1700 hrs.
ii)	Submission of Queries related to e-tender, if any; on NIC CPP portal only	13.02.2020		Upto 1530 hrs.
(iii)	Reply to the queries by AAI on NIC CPP portal	14.02.2020		Upto 1530 hrs.
(iv)	Pre bid meeting with the prospective bidders, if required	17.02.2020		At 1530 hrs.
(v)	Last date of Online submission of bids (Technical as well as financial) on e-tender portal	19.02.2020		Upto 1700 hrs
(vi)	Opening of Technical bids/proposals(s) online only	21.02.2020		At 1530 hrs
(iv)	Opening of Financial bids/proposals(s) online only	11.03.2020		At 1530 hrs

15. In case bidder withdraws from tender process before opening of technical bid date & time, **10% of EMD amount shall be forfeited.**
16. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
17. After opening of the technical bid and before opening of the financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party shall be **debarred** for participation in any tender at Maharana Pratap Airport, UDAIPUR for one year from the date of debarment.
18. In case a party has deposited EMD and Tender Fee but did not participate in the tender process i.e. the party not submitted his bid on CPP Portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD by the party may be refunded after deduction of 10% of EMD amount. However, the Tender Fee shall not be refunded in this case.
19. The cost of tender documents will be refunded to the concerned agency, with the approval of tender inviting authority, in case Airports Authority of India decided to cancel the tenders due to administrative reasons or otherwise, before opening of technical bill.
20. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
21. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of tenderer (s).
22. In the event of award of license, the licensee should obtain clearance from BCAS before commencement of services, if required.
23. On acceptance of the tender, the name of the authorized representative (s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

Sd/-
AIRPORT DIRECTOR
Maharana Pratap Airport
Udaipur, Rajasthan

E-Tendering guidelines to the bidders

1. E-Tendering Participation Requirements: Interested vendors/bidders willing to participate through e-tendering process are required to register themselves on the Govt. of India, Central Public Procurement Portal (CPPP) <http://etenders.gov.in>
2. For special Instructions to the Contractor/Bidders for e-submission of the bids online through e-Procurement Portal [click here](#) or follow hyperlink given below:

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

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&services=page>
4. For any technical assistance with regard to the functioning of the portal, the bidders may contact the Help Desk according to escalation matrix give below:-

CPPP under GenPNIC, Help Desk Services

1. **For any technical related queries, please call at 24 x 7 Help Desk Numbers:**

Tel : 0120-4200462 and 0120-4001002

Mobile : 9188262465934

E-Mail : support-eproc@nic.in

Note:- Bidders are requested to kindly mention the **URL** of the Portal and **Tender ID** in the subject while emailing any issue alongwith the Contact details. For any issues/clarification relating to the tender(s) published, kindly contact the respective Inviting Authority at Telephone No.

0294- 2655914

2. For any Policy matter/ clarifications, Please contact Dept of Expenditure, Ministry of Finance.

E-Mail : cppp-doe@nic.in

3. For any Issues/Clarification relating to the publishing and submission of Airports Authority of India (AAI) tender(s):
 - a. In order to facilitate the Vendors/Bidders as well as internal users from AAI, Help Desk Services have been launched between 0800-2000 hours for the CPPP under GePINC <http://etenders.gov.in> The help desk services shall be available on all working days (Except Sunday and Gazetted) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
 - b. Before submitting queries, bidders are requested to follow the instructions given in “ **Guidelines to Bidders**” and get their computer system configured according to the recommended settings as specified in the portal at “ **System Setting for CPPP**”.

4. For any technical assistant with regard to the functioning of the portal the bidders as well as AAI users may establish contact according to the escalation matrix as mentioned below:

Sl. No.	Support Persons	Escalation Matrix	E-mail address	Contact Number	Timings
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Ext-3512	0800-2000 Hrs. (MON-SAT)
2.	Mr. Sanjeev Kumar Jr. Executive(IT)	After 4 hours of issue	Etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950 Ext-3505	0930-1800 Hrs. (MON-FRI)
3.	Mrs, S. Nita A.G. M. (IT)	After 12 hours	snita@aai.aero	011-24632950 Ext-3523	0930-1730 Hrs. (MON-FRI)
4.	General Manager (IT)	After 03 Days.	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
5.	Shri Sushil Kumar Choudhry(Bid Manager)	After 12 hours.	sushilkc@aai.aero	0294-2655914	0930-1800 Hrs. (MON-FRI)
6.	Shri Sushil Kumar Choudhry(Commercial Incharge)	After 12 hours.	comml_vaud@aai.aero	0294-2655914	0930-1800 Hrs. (MON-FRI)

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

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



GENERAL INFORMATION /GUIDELINES

1. E-Tender documents are not transferable.
2. Following bids shall be submitted through online only at E- Portal by the bidder / tenderer:-
 - a. The technical e-bid through e-tenders.gov.in
 - b. The financial e-bid through e-tenders.gov.in

3. Technical Bid

Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (Power of Attorney) should be on non-judicial stamp paper of **INR 100** duly attested by Notary Public (Format as per **Annexure B**). The Technical e-bid, which will be opened first, shall contain the following documents specified as under **(Bidders shall upload scanned copies of following documents along with authorization letter in readable form at NIC CPP E-tendering portal AT **etenders.gov.in** as a part of Technical-Bid):-**

- A. Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per **Annexure-D**
- B. Self attested copy of the **PAN Card** and **GST Registration Certificate**. In case any or all the provisions mentioned above are not applicable, the tenderer should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non applicability as submitted by the tenderer.
- C. Copies of Profit & Loss Account/Balance Sheet (duly audited and certified by a Chartered Accountant) of the Sole Proprietor concern or Partnership Firm, Annual Report in case of company as per the Companies Act.
- D. Self attested copies of Memorandum and Articles of Association in case of Companies and Partnership Deed in case of partnership firms and approved by laws in case of co-operative societies.
- E. The bidders are required to furnish Earnest Money Deposit of **INR 2,03,000/- (Rupees Two Lakh Three Thousand only)** and cost of Tender Documents **INR 10,000/-(Rupees Ten Thousand only)** payable online through RTGS/NEFT in the accounts of **Airports Authority of India, Udaipur** as per accounts details mentioned below.

Beneficiary Name	:	Airports Authority of India,
Account Type	:	Current
Account No.	:	33783057199
Bank Name	:	State Bank of India
Branch Name	:	Pratap Nagar, Udaipur (Raj)
IFSC	:	SBIN0031592

The **scanned copy** payment receipt should be uploaded by the bidder / tenderer in technical bid. Non-payment of EMD & cost of tender documents by the stipulated date & time shall lead to disqualification of tenderer.

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

Refund of EMD

EMD of unsuccessful bidders received through bank transfer mode (RTGS/NEFT) shall be refunded online through the same mode only and it shall be refunded in the bank account whose details is required as per “**Annexure J**” to be submitted as part of technical bid. The refund of EMD to bidders who fail to qualify the eligibility/technical stage shall be initiated automatically within 15 days of opening of financial bid.

F. NO DUES CERTIFICATE

(i) SELF DECLARATION OF DUES

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

ii) NO DUES FROM AAI

The party should also enclose the latest ‘No Dues Certificate’ upto **SEPTEMBER-2019** issued by AAI in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. (**Refer Annexure I**).

Note:- In case, the license award date is shifted to next quarter, due to prolong tendering process the tenderers shall have to clear the dues correspondingly upto the preceding quarter before award of the license.

iii) If the entity participating in the e-tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed in AAI e-tenders. A declaration to this effect has to be submitted by the party / tenderer.(Refer Annexure-G).

G. Form of Unconditional Acceptance duly signed. (Enclosed as **Annexure C** along with tender documents.)

- H. Declaration to the effect that no raid/seizure/search has been carried out and /or pending by a regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees”
- I. Declaration giving the details of blacklisting or debarring by AAI, or any Government of India department, any central or state public sector undertakings. (NIL statement also to be filed). (Refer Annexure G)
- J Declaration of cases/action under PPE Act initiated by AAI. (NIL statement also to be filed). (Refer **Annexure:G**)
- K. Declaration in respect of near relatives*working in AAI, As per **Annexure H.**
- L. Certificate from Chartered Accountant/Statutory Auditor in respect of Technical capacity & Experience as per **Annexure: E**
- M. Letter of undertaking by Bidder, As per **Annexure:F**
- N. Documents supporting eligibility criteria.
- O. Scanned copy of complete set of e-Tender document containing **58 nos.** of pages (duly signed and stamped by the authorized person).
- P. Certified details of Gross Turnover of Rs. _____ out of which Rs. _____ from the business for which experience has been claimed and **net worth** to be submitted by the tenderer duly certified by Chartered Accountant/Statutory Auditor.

Important

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

Note :

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

4. Financial Bid

- a. The financial e-bid should be in the prescribed format (V3.1_BOQ_ItemWise_Template.xls) available at NIC CPPP e-tendering portal <https://etenders.gov.in> and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer.

I/We have carefully read & understood the terms and conditions of the license as contained in E-Tender Documents issued by the Airports Authority of India (AAI) including the following:-

- i. Earnest money Deposits of **INR 2,03,000.00 (Two Lakhs Three Thousand only)** liable to be forfeited by AAI, if on award of license, I/we don't accept the award or don't fulfill any of the conditions within the prescribed time.

- ii. On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of **one (1) year**.
 - iii. In case documents submitted by my/our firm along with e-Tenders are false/ incorrect, the e-Tender of my/ our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the future E-Tender/tender of AAI, for a period of **three (03) years**. **(If Tender documents is edited by bidders to gain undue advantage then that document will be treated as incorrect documents).**
 - b) AAI reserves the right to reject the conditional offer without assigning any reason thereto.
 - c) The AAI doesn't bind itself to accept the highest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the services at the rate quoted.
 - d) The amount of license fee should be conspicuously written both in figures as well as in words.
 - e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to debarred for further participation in AAI's tender(s) for a period of **One (1) years**, on account of non-completion of the following:
- a) Acceptance of the offer within seven **07 days** from the date of issuance of the award letter addressed to the party.
 - b) Payment of advance license fee for one month **within 15 days** from the date of issuance of the award letter.
 - c) Payment of Security Deposit equal to **04 months License Fee of first year** in the form of DD/Pay Order/RTGS/NEFT or Bank Guarantee of a Nationalized/ Scheduled Bank in favour of **Airports Authority of India, Udaipur** within **30 days** from the date of the award letter (Bank Guarantee from Co-operative banks, even scheduled/Societies/Payments Bank or by means of FDR, will not be accepted) and;

Payment of Security Deposit amounting **05%** of annual license fee/Concession value subject to minimum deposit of INR. 10,000/- & a maximum deposit of INR. 10,000.00/- (Ten Lakhs). The said security deposit will cover Security Deposits towards all types of utilities (Such as electricity, Water, Data Port, Telephone etc.)

On the Security Deposit deposited in the form of DD/PO/RTGS/NEFT, no interest shall be payable.
 - d) Execution of the Agreement **within 15 days** from the date of issuance of award letter. (On stamp paper of appropriate value, related cost to be borne by the licensee).

- e) **Commencement of the facility** - Maximum of **90 days** of gestation period or actual commencement of commercial operation whichever is earlier, will be allowed. The gestation period will be counted from the date of issue of the award letter.

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

6. E-Tender(s) will remain valid for a period of **180** days from the date of opening of the Financial Bid. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of Financial-Bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in the tender of AAI for **one year**.
7. The tenderer/bidder shall give the list of his near relatives employed in AAI. **Annexure H.**
8. The successful tenderer /bidder shall intimate the names of the persons employed or going to be employed by him, who are near relatives* of AAI employees, or are ex-employees of AAI who have separated from AAI in the post two years.

“By the term ‘near relative’ is meant wife, husband and dependent parents, grandparents, children, grand children, brothers, sisters, uncle, aunts, cousins and their corresponding in laws”

9. Fraud & Corrupt Practices & Penalty

- a) Even if the bidder satisfy every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case may be). If the bidder/licensee:
- i. Has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or
 - ii. Has made misleading or false representation in the forms, statements & attachment submitted. Or
 - iii. The applicant doesn't respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of proposal Or
 - iv. One or more eligibility criterion have not been met by the applicant. Or
 - v. The applicant has made material representation; or
 - vi. The applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - vii. The applicants or its associates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/bank guarantee/security deposits

etc (during the tender process and thereafter) with this or any other tender/contract with Airports Authority of India or any PSU or government Department during the last 5 years.

- b) Then the LOA or the draft agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and performance Security and Debar the agency from AAI tenders for any period not succeeding subject to minimum of three years, as the case may be without prejudice to any other right or remedy that may be available to AAI in this regard.
- c) If such an event occurs after the issuance of LOA & during the contract period, then AAI reserves the right to take any such measures as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the performance Security amount.
- d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the proposals under consideration.

10. Conflict of Interest.

- a. The bidder should ensure that they are not falling into any conflict of interest. The bidder shall be disqualified, if there, is a conflict of interest on its part. In such an event , AAI shall forfeit and appropriate EMD, and Debar the bidder from participating in future AAI tenders for a period not less than three (03) years.
- b. The bidder shall be deemed to have a conflict of interest affecting bidding process ,if:
 - i. The bidder, its Member or Associates (or constituent thereof) and any other Bidder; its Member or any associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in case where direct or indirect shareholding of a bidder, its member or an associate thereof (or any shareholding hereof having a shareholding of more than twenty(20) percent of the paid up and subscribed share capital of such bidder, Member or Associate, as the case may be), in the other bidder, its member or associate is less than twenty(20) percent of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, Insurance company, pension fund, Airports Authority of India, Government of India or a public financial institution referred to in the companies act, 1956/2013 or as amended from time to time. For the purpose of this clause, indirect shareholding held through one or more intermediate person shall be computed as follows:

(aa) Where any intermediary is controlled by a person through Management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling persons in the subject persons: and

(bb) Subject always to sub-clause (aa) above, where a person doesn’t exercise control over an intermediary, which has shareholding in the subject Persons, the computation of indirect shareholding of such person in the subject person shall be undertaken on a proportionate basis; provided, however that no such shareholding shall be reckoned under this sub-clause(bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

Or

- ii. A constituent of Such bidder is also a constituent of another bidder; or
- iii. Such bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or any Associate thereof; or
- iv. Such bidder has same legal representative for purposes of the Proposal as any other Bidder; or
- v. Such bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other information about, or to influence the proposal of either or each other; or
- vi. Such bidder or any associate thereof has participated as a consultant to AAI in the preparation of any documents, design or technical specifications of the concession.
- vii. In case of an applicant having legal relationship with any other applicant.

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

a) Normal Termination:

The contract will deemed 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 mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

b) Termination for Cause

If the party and AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be

deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved, No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the licensee is liable to pay AAI the value of license fee equal to the amount of current license fee for the six months as demurrage charges. (The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted.) However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

c) Termination for convenience

Either party, AAI on one part or the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served after obtaining the approval of the acceptance authority. Similarly, the notice by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the Concession/License has been terminated within 50% of the license period or the party has not served the requisite **notice of 60 (Sixty) days** for surrender of license/concession after completion of 50% license period, then security deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below.

S. No.	If Termination of Concession/License Occurs	Security deposit equivalent to current license fee to be forfeited (in months)
1	Before 50% of contract period	4
2	Between 50% to 75%	3
3	Between 75% to 100%	2

Note : If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of Orders.

d) Termination for regulatory/legislative or supervisory requirement:

If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment. No compensation is payable by AAI.

12. All the above guidelines will form part of the Notice Inviting Tenders (NIET).
13. AAI reserves the right to extend the date of submission/opening of the bids as well as to extend the validity of the E-tender if situation warrents and with sufficient reasons.

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

14. On award of license, the concessionaire/contractor/agency/licensee has to submit the e-sahaj registration and security clearance documents as per attached Format A and Format A-1 to the Security Section before commencing the work after the award of contract. The procedure can be completed by visiting the BCAS website www.bcasindia.nic.in through e-sahaj link

The concessionaire/contractor/agency/licensee has to inform the details of their employees/laborers to the local police station and also to ensure the police verification in respect of his employees / laborers are completed/applied. Documentary proof of the same is to be duly submitted to Security Section.

The above details/documents are essentially required for issuance of Airport Entry Passes for security reasons as per BCAS rules.

For further information/any query on this subject the Security Section may be contacted before commencing the work.

Sd/-
Airport Director
Udaipu

DRAFT LICENCE AGREEMENT

PHOTO
OF THE
LICENSEE

Subject: Grant of License for Providing of City A/C Coach Service at Maharana Pratap Airport, Dabok, Udaipur-313022.

THIS CONCESSION AGREEMENT made & executed at _____ on this _____ day of _____ of Two Thousand _____ by & between:

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110 003 and branch office at Maharana Pratap Airport, Dabok, Udaipur-313022, India represented by Airport Director, Udaipur Airport hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers of any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of First Part; and _____, a Proprietorship Firm/Partnership **Firm/LLP/Company** incorporated under the company Act 2013., represented by _____ & having its registered office at _____ (hereinafter called the "Concessionaire/Licensee" (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized Official/Officer, representative, successors and assigns) of the SECOND PART.

WHEREAS the authority is entitled in 'Law' to grant license at its Maharana Pratap Airport, Dabok, Udaipur for the purpose of **"City A/C Coach Services"** so as to provide amenities and facilities to the passengers and visitors at Maharana Pratap Airport, Dabok, Udaipur airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

AND WHEREAS the licensee is desirous to render the services to the authority on the terms and conditions mentioned hereunder:

AND WHEREAS the authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of **(03) THREE years** from _____ to _____, unless terminated earlier on account of following:
 - (a) By giving Sixty (60 days) notice in writing from either side without assigning any reason.

- (b) Terminated by AAI 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 Authority every month in advance by way of license fee on or before 10th day of English calendar month as under:

S.No.	Period	Amount of Monthly License Fee
1	1 st Year	₹_____ + Space License Fees+ Utility Charges+ Applicable GST.
2	2 nd Year	₹_____ + Space License Fees+ Utility Charges+ Applicable GST.
3	3 rd Year	₹_____ + Space License Fees+ Utility Charges+ Applicable GST.

3. Rate of Escalation

- a) License Fees Shall be subject to annual escalation of 10%.
- b) The first annual escalation will be applicable after completion of one year + Six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
4. Airports Authority of India shall raise bill on or before 10th of every month. The Licensee has to make the payment of License Fee etc. by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period upto 30 days and delay is for more than 30 days, then interest at rate of 18% per annum shall be charged from the due date, for entire delay period.
- .
5. That in addition to the above said license fee, Licensee is also liable to Rs.1240/-per Sq Mtr per months towards AC space rent and Rs. 835/- per SQM per month for Non AC space (if applicable). Licensee is also liable to pay utility facilitation charges @10 % of monthly license fee. Such charges shall be paid within the date(s) specified in the bills(s). The space rent/Utility/Facilitation charges/CAM charges are subject to 10% compound annual escalation on Ist of every year or as may be decided by AAI from time to time.
6. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity & water as may be due as determined by the Authority & at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bills(s). The licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water & electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in Laws.
8. That the licensee shall make online payment of license fee etc. by RTGS/NEFT in the account of **Airports Authority of India, Udaipur in following accounts.**

Beneficiary Name : Airports Authority of India,
Account Type : Current
Account No. : **33783057199**
Bank Name : State Bank of India
Branch Name : Pratap Nagar
IFSC : **SBIN0031592**

9. That the licensee shall deposit a sum of INR _____ (Rupees _____) i.e. an amount equal to **Four(4)** months of license (based on First year license fee) license as Security Deposit in the form of Bank Demand Draft/Pay Order/ RTGS/NEFT/Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks even schedule co-operative banks, Shall not be acceptable) in favor of **Airports Authority Of India, Maharana Pratap Airport, Udaipur.** Bank Guarantee should be valid for the entire period of license plus six (06) months. In the events of Licensee committing any breach of the terms & conditions of the license agreement, the authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposits or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
10. That the License shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual license/concession value for the last year subject to minimum deposit of Rs. 10,000/- & a maximum deposit of Rs. 10 Lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
11. That the licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
12. That the licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The licensee shall provide to the Authority, if so required by the Authority, statements of audited accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
13. That the licensee shall have no right to object as and when the Authority decides to grant additional license for similar facility at the airport premises where the licensee is rendering such services.

14. That Authority shall provide bare space for the subject services and other expenses of any kind of establishment and rendering of the services shall be incurred by the licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the authority.
15. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any account whatsoever.
16. That the licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
17. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion call upon the licensee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
- 18.. The licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the airport and for no other purpose.
19. The licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
20. The License must necessarily operate the contract for minimum 50% of the total period of the contract failing which the license may be debarred from participating any tender in AAI for minimum period of 01(One) Year.
21. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI tender. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 (Sixty)days notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of Money as the Authority may decides due to it by Licensee. The License can be terminated by the authority by giving 60 (Sixty) days notice in writing without assigning any reason thereto.

23. EXIT CLAUSE in this contract shall be as follows.

A. Normal Termination:

The contract will be deemed 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 mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

B. Termination for Cause

If the party and AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved, No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the licensee is liable to pay AAI the value of license fee equal to the amount of current license fee for the six months as demurrage charges. (The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted.) However, the notice for termination will be deemed to have commenced irrespective of the arbitration proceedings.

C Termination for convenience

Either party, AAI on one part or the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served after obtaining the approval of the acceptance authority. Similarly, the notice by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the Concession/License has been terminated within 50% of the license period or the party has not served the requisite notice of 60 (Sixty) days for surrender of license/concession after completion of 50% license period, then security deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below.

S. No.	If Termination of Concession/License Occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)
1	Before 50% of contract period	4
2	Between 50% to 75%	3
3	Between 75% to 100%	2

Note : If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of Orders.

D. Termination for regulatory/legislative or supervisory requirement:

If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAI.

24. No compensation is payable by AAI. Exponential Penalty on licensee @ double the license fee per month in the form of damage charges can be imposed on licensee unauthorized occupying the premises after expiry of contract period.
25. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled & be at liberty to determine the license forthwith & resume possession of the premise without payment of any compensation or damages & also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
26. Acceptance of award letter and NIT conditions shall form part & parcel of the license agreement.
27. The authority and the licensee further agree that they are bound by the General Terms & Conditions, Special Terms & Conditions, Concession Layout, Schedule of Premises, found in Appendix 1,2 & 3, & respectively annexed hereto.

SIGNED BY _____, AIRPORT DIRECTOR, Maharana Pratap Airport, Udaipur FOR AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF:	
Witnesses	
1. _____	
2. _____	
SIGNED BY _____ FOR AND ON BEHALF OF _____ IN THE PRESENCE OF:	
Witnesses	
1. _____	
2. _____	



GENERAL TERMS & CONDITIONS

The Authority hereby covenants with the licensee as follows:

1. The licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
2. The licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the Authority 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 Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the airport under his charge.
5.
 - (a) The licensee shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
 - (b) The licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
6. The licensee, his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises relocated.
7.
 - (a) The licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

- (b) The Authority shall not be responsible in any way for loss or damage by any means causes to the licensee's stock or property.
8. The licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk and cost of the licensee and recover liquidated damages at the rate of **Rs.1000.00 (INR Hundred)** per day for each default **upto Five days** and thereafter **Rs.2000.00 (INR Two Hundred) per day** and can take other action including termination of the license.
9. The licensee shall comply with the requirements of all standard health clauses including those given below:
- a) The Airport Health Officer/Medical Officer of AAI or person 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 AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by them and his agent and servants.
 - c) The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d) The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e) The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or insanitary situation prejudicial to public health.
 - f) In the event of any default, failure, negligence or breach in the opinion of the authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.

10. The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by the authority in respect of 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 authority, 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 Airports Authority of India 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/flammable 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 AAI and to be got approved by AAI in advance.
 - (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
12. The licensee shall not damage the premises for any part of the airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertake 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 flammable nature required for executing the license.
14.
 - (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
 - (b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.
 - (c) The licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the authority shall approve of and shall produce for inspection on demand by the authority all policies in respect thereof and the receipts from time to time for current premium.

15. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the authority this agreement need not be terminated, the authority may at its discretion recover compensation from the licensee upto the limit of the security deposit of the licensee. The decision of the authority in this respect will be final and binding on the licensee.
16. The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
17. The licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The authority can after giving reasonable opportunity to the licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and there upon the licensee shall sell only at the price so fixed by the authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
18. It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publication Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the airport is situated on such terms and conditions as may be fixed by the said Publications Division or said Tourist Department.
19. The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal /disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if as decided by the authority it is objectionable in any manner to keep, exhibit or sell the same.
20. The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.
21. If because of any strike or lock-out either in the airport or in any airline, the licensee is unable to function or his business is affected, the authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the license fee due to ban on visitors entry at the airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the licensee being prohibited from selling one or more articles in the premises because of Government laws/rules/regulations/orders, the authority shall not be liable for any loss suffered by the licensee in such an event the

licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.’

23. The licensee shall deposit duplicate keys of the premises with the authority whenever the Airport Director demands and permit the authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation/bargaining will be entertained.
25. On expiry of the license period or on termination of the license by the authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by the authority. Further, licensee shall remove his/their goods and other materials from the premises immediately, failing which authority reserve its right to remove such goods/materials at the cost and risk of the licensee and demand payment for such removal. If such payment is not made within 10 days, authority shall be at liberty to dispose off the goods/materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

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

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

26. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/land/garden/tank/premises to or in favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
27. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
28. The provisions of the Airports Authority of India Act 1994 as amended by Act 2003 & the rules framed there under (Chapter VA-Eviction of unauthorized Occupants etc of Airport premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.

29. All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Airports Authority of India Act, 1994 and the rules framed there under which are now enforce or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/Member/ Regional Executive Director of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

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

The case shall be referred to the sole Arbitrator by the Chairman/Member/Regional Executive Director of the Authority, subject to the condition that the license shall have to deposit 50% of the disputed amount (in the form of Bank Guarantee (Additional Bank Guarantee with validity of minimum two years from the date of making reference to DRC, and further extendable)/DD/PO/RTGS/NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

During the arbitral and Dispute resolution proceedings, the licensee(s) shall continue to pay the full amount of license fee / dues regularly as per the award / agreement and perform all covenants of the agreements.

30. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
31. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/district where the airport is located.

SIGNATURE OF THE LICENSEE

SPECIAL TERMS AND CONDITIONS

1. The licensee should charge **maximum fare ₹100.00 (including GST)** per passenger and the charges should be prominently displayed at the booking counter so that it is clearly visible to all passengers. Further, the rates to be charged should be in line/comparable with Government approved pre-paid taxi rates or tour operators in the city. Airport Director in consultation with stake holders can revise the maximum chargeable fare limit after careful consideration of variable factors effecting the fares.
2. Proper record should be maintained by the licensee regarding City A/C Coach Service rendered to the passengers. Airports Authority of India has the right to inspect the records as and when required.
3. The details such as Registration No./Registration Certificate Book etc. of the coaches put into City A/C Coach Service should be intimated to the Airport Director, Airports Authority of India, Udaipur.
4. The working hours, name of the licensee and period of the license shall be displayed in the counter.
5. It is the responsibility of the licensee to obtain all applicable clearance/permits from the Government Agencies/ Local Authorities, if any, for running the subject facility.
6. The licensee shall not erect or display any advertisement, hoarding, banners or signboards or undertakes any modification/construction plan at the allotted space. Any specify requirement regarding display of signboards of successful licensee shall need to be got approved from the Airport Director, Airports Authority of India, Udaipur.
7. The licensee shall provide proper uniform to all his employees, as per the specification to be approved by Airports Authority of India, to his workers/ supervisors at his/their own cost. The licensee will also ensure that these are worn by the employees while on duty and kept in tidy condition alongwith nameplate indicating their name conspicuously.
8. **Penalty:-**

The penalties of **₹500.00** (Rupees five hundred only) per incident will be imposed on violation of terms & conditions of agreement at applicable rates or decided by the appropriate Authority/Competent Authority from time to time. The violations will include the following also
 - i. Non-issue of receipt to passage,
 - ii. Misbehavior by staff and
 - iii. Over charges etc.

9. The licensee has to make payment to his employees as prescribed under Minimum Wages Act and as per all the related statutory provisions applicable thereto. And also the licensee/company/agency should ensure their registration with PF & ESI purposes and compliances of contract labour provision too.
10. The licensee has to install computerized system for issuance of [Coach slip](#). It should contain number of the vehicle, Mobile Number of the driver, Emergency contact number, Destination of the Vehicle, Fare, Distance and all other details which are essential for the safety of the passenger.
11. The licensee shall maintain a complaint register in the counter, easily accessible to the customers for recording their suggestions/complaints.
12. The licensee shall frame a dispute resolution mechanism to sort out issues arising among the drivers, drivers and vehicle owners, drivers and licensee etc. Airports Authority of India will not be responsible for any such issues that are internal to City Coach Service system and out of the purview of the agreement terms and conditions. It will be solely be the responsibility of the licensee to redress such dispute in an efficient manner.
13. The licensee shall comply with all Central and State Rules and Regulation related to operation of vehicles, as amended from time to time.
14. The character and antecedent of the driver should be verified from the Police Authorities and report is to be kept in the counter and the same should be made available for verification by Airports Authority of India at any time.
15. The licensee must have provision to provide printed bill to the passengers/users on account of using subject services. The provision should be made to accept the International Credit/Debit Cards and other means of e-payment mechanism i.e. Paytm, Mobikwik, BHIM etc. in the counter. The licensee shall make arrangement to accept payments through at least 02 e-payment modes apart from cash receipt.
16. Since no separate area is earmarked for parking of Coaches(i.e. vehicles of licensee), the vehicles shall be parked in Vehicle Parking Area for which a separate license for Vehicle Parking Rights Licensee has been awarded by Airports Authority of India. The licensee shall pay applicable parking fee/ Monthly Pass charges (as the case may be) to the licensee appointed for Vehicles Parking Rights License by Airports Authority of India and shall have to liaison at his own with the licensee of Vehicle Parking Rights.
17. If any situation arises to allot separate parking space, the same can be considered on availability of land for which the licensee shall pay land rental charges as notified by Airports Authority of India from time to time. Such allotment shall be on the direction of Airports Authority of India and cannot claim as a right by the licensee.
18. The licensee shall have no claim from monopoly and the Airports Authority of India shall be at liberty to permit/provide other similar licensee/counters at other area within/outside Terminal Building, as case may be necessitated by demand or as desired by the Airports Authority of India.

19. Two Seats for Airports Authority of India's employee should be reserved per bus/trip.
20. Licensee will permitted to operate 03 (Three) A/c Coach having maximum seating capacity of 36+D and each coach will be permitted 03(Three) round trips per day.
21. In case, more bus/trip is required, pro-rate license fee will be payable extra for additional bus/trip.
22. All the above conditions shall form the part of the agreement.

Signature of the Licensee

SCHEDULE OF PREMISES

City Air-Conditioned coach Services at Maharana Pratap Airport,
Dabok,Udaipur - 313022

1. **AREA ALLOTTED** : As per requirement.
2. **LOCATION** : Terminal Building
3. **PURPOSE** : To Provide City A/C Coach Service.

SIGNATURE OF THE LICENSE

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

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

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

IN WITNESS WHERE OF WE..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF..... 2020

For.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarized)

2.

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

ACCEPTANCE LETTER
(To be submitted in applicant letter head)

Date _____

To,

Airport Director,
Airports Authority of India
Maharana Pratap Airport,
Udaipur

Subject: **Acceptance of AAI's Tender Conditions**

Sir,

The tender documents for the **City Air-Conditioned coach Services License** at Maharana Pratap Airport, Udaipur have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us. Which shall forms part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the 'Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of **Clause 20** of Notice inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I / We shall make available to AAI any additional information it may find necessary or require to clarify supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I / We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever
8. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.

9. I/ We hereby declare that:
- a. I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.
 - b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 9** of General Information and Guidelines of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 9 to 10 of General Information and Guidelines of the RFE Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/ We do not have any conflict of interest in accordance with Clause of the Tender Document.
10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this 'Tender Document.
11. I We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.
12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.
13. I / We confirm having submitted the Tender Processing Fee of **INR.10000/- (Rupees Ten Thousand Only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
14. I/We confirm having submitted the EMD of **INR 2,0,3000/- (Rupees Two Lakhs Three thousand Only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
15. I/ We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of what so ever nature if the contract is not awarded to me / us or our Proposal is not opened.

16. I /We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated thisDay of **2020.**

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

DETAILS OF BIDDERS

S. NO.	DETAILS OF BIDDER/LEAD MEMBER	
1 (a)	Name	
(b)	Country of Incorporation	
(c)	Address of the corporate headquarters and its branch office(s), if any in India	
(d)	Date & Details of incorporation and/or commencement of business	
2.	Brief description of the company including details of its main lines of business and proposed role and responsibilities in this concession:	
3	Details of individuals (s) who will serve as the point of contact/communication for the AAI	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel/Fax No.	
4	Particulars of the Authorized Signatory of the Bidder	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	E-mail	
(d)	Tel/Fax No	

Signature of Authorized Signatory

Name
Designation

Date
Seal or Stamp of Bidder

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

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

S. NO.	FACILITY	LOCATION	DATE OF COMMENCEMENT OF BUSINESS

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

S. NO.	FINANCIAL YEAR	TURNOVER (IN INR LAKH)	NET WORTH (IN INR LAKH)

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

Signature

Name & Membership No of Chartered Accountant/Statutory Auditor

Seal of the Audit Firm,

Date

LETTER OF UNDERTAKING

(Self Declaration of the bidder that the Furnished Information for experience is true, To be submitted by the Bidder on letter head of the company along with tender applications)

Sir,

I/We _____(Name of the authorized signatory), on behalf of _____do hereby affirm and declare that the information provided for claiming the relevant experience for the bid and the documents provided is true and correct to the best of my knowledge and belief and nothing material has been concealed therein.

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

Yours faithfully,

Signature of the licensee

Name

Designation with Seal

DECLARATION

I _____

-<Name, Designation & Company Name with Address>, do hereby solemnly affirm and State as follows:

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

Sr. No	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (disputed & Undisputed)
			From	To		
1.						
2.						
3.						

(In case Of no contracts in AAI controlled Airports Indicate NIL)

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the Details).
3. We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any. Other company or partner of a concern or a Sole proprietor having established business with AAI and has dues with AAI.(In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in **clause-10** of general information and Guidelines of tender document.
7. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of-the consortium or against our/its associates or against any of the Directors/Managers/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal

**LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF
INDIA**

S. NO	NAME OF THE EMPLOYEE	DESIGNATION	<u>RELATIONSHIP WITH TENDERER(S)</u>	<u>PLACE OF POSTING</u>

SIGNATURE OF TENDERER

NB:

1. In case of NIL report, Performa must be filled with NIL report and duly signed copy (by the authorized signatory) of the Performa must be submitted.
2. In case the above space is not adequate for providing all the relevant details, additional sheets duly signed by Authorized signatory may be attached.

FORMAT OF OUTSTANDING DUES/NO DUES CERTIFICATE

1. Name of Contract :
2. Agreement No. :
3. Stipulated Date of start of Contract :
4. Actual Date of Start :
5. Date of completion/Termination :
6. Amount of SD available with validity period :
7. Amount of outstanding Dues upto mm/dd/YY (Disputed & Un-Disputed amounts to be shown separately).

ITEM	DISPUTED AMOUNT (RS)	UN-DISPUTED AMOUNT (RS)	REMARKS
License Fee			
Space Rent			
Utility Charges			
Interest			
Any Other item			
Total			

Details of any arbitration/litigation

Signature of Airport Director

Name

Designation

_____Airport.

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

ANNEXURE : J

For refund of EMD, following is to be submitted by the bidders/ tenderers

BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER

S. NO	PARTICULARS	INFORMATION REQUIRED
1.	Name of the account holder, i.e Bidder	
2	PAN/TAN No. of the Party i.e. Bidder	
3	Name of the Bank	
4	Address of the Bank	
5	Bank Account No.	
6	Type of the Bank Account	
7	MICR code of the Bank	
8	IFSC Code of the Bank	

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

(Beneficiary's Bidders Name & Signature)

Place

Date

FORM OF BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- as per applicable State Rules by the successful quotationer)

WHEREAS by a License Agreement/Award letter No _____ dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY) of the one part and.....

..... (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the License for Allotment of Space for _____ at Maharana Pratap Airport, Udaipur and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee during its currency and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ or that of the Licensee or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to en-cash this Guarantee up to _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

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

For Bank Name

Dated : _____

Place: _____

Witnesses:

For Successful bidder only

(Letter of undertaking from the Depositor to be submitted along with Bank Guarantee to
Airports Authority of India)

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

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

Sir,

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

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

Signature of the Depositor

Place:

Date:

CHECK LIST FOR BIDDERS

S. NO.	PARTICULARS	DETAILS
1.	Type of Facility/Concession	
2	Period of License/Concession	
3.	Tender Fee	
4.	AAI Bank Details for Tender Fee/EMD	
5.	Beneficiary Name Bank Name : Bank Address: Account No: RTGS Code/IFSC Code:	
6	Earnest Money Deposit	
7	Gross Area for License	
8	Minimum reserved Licensed Fee/MMG	
9	Revenue share (%)	
10	Eligibility criteria	
11	Technical Qualification	
12	Financial Qualification	
13	Space rent for AC Space	
14	Space rent for Non-AC Space	
15	Applicable space rent	
16.	Utility Charges	
17	Electricity & water charges	
18	CAM Charges (Master Concessionaire)	
19	Applicable Govt. Taxes (GST) Etc	
20	Gross Turnover	
21	Experience Certificates	
22	Incubation Period (Master Concessionaire)	
23	Gestation Period	
24	Security Deposit Towards License Fee	_____ Months License Fee.
25	Security Deposits towards EWC Charges	
CRITICAL DATES		
26	Dates of publish of Tender Document	
27	Start download/sale date of RPF/RFQ/Tender documents	
28	Last download /sale date of RFP/RFQ/Tender Documents	
29	Last date of submission of queries to RPF/RFQ/Tender Document on CPP portal	
30	Reply to the queries by AAI on CPP portal	
31	Last date for on-line submission of bids/proposals on e-Tender portal	
32	Technical bid Opening Date	
33	Financial Bid Opening Date	

ANNEXURE: N

**Details of Major Airlines and Total Passenger Arrival & Departure
during the Financial year 2018-2019**

S.No.	Name of Airlines	Passenger (Arrival/Departure)
1.	M/s Air India, Indigo Airlines, Jet Airways and SpiceJet	1392314 (approx.)

Note:-

Operation of M/s Jet Airways has been terminated. Operation of M/s VISTARA Airlines has resumed at Udaipur Airport.

FORMAT-A

TO BE WRITTEN ON LETTER HEAD OF THE CONCERNED
BUSINESS ESTABLISHMENT / CONCESSIONAIRES.

APPLICATION FOR SECURITY CLEARANCE FOR COMMERCIAL ACTIVITIES IN THE
SECURITY RESTRICTED AREA (SRA) AT THE AIRPORTS

(TO BE SUBMITTED THROUGH REGIONAL DIRECTOR, BCAS OFFICE ONLY)

Letter ref. no. of the company

Date: -----

To

The RD,

Delhi / Mumbai / Kolkata / Chennai / Ahmedabad /

Amritsar / Guwahati / Hyderabad and Imphal. (As applicable)

Sir,

Following documents of our company / firm who intends to operate / is operating as
Business Establishment in SRA at _____ airport are submitted in duplicate
copies for necessary security clearance and background checks of our company.

- i. Copy of certificate issue by Registrar of companies or any other central / state govt.
authority registering the company for similar nature of work.
- ii. Company's profile giving details of owner / Directors employees contact addresses
(registered office / Branch offices) & telephone no's.
- iii. Copy of latest license fee paid to Airport Director of respective airport.
- iv. Allotment of space to the Business Establishment / Concessionaire by Airport Operator.
- v. Copy of valid contract / agreement with Airport Operator.
- vi. Any other security clearance from BCAS is obtained earlier, if any;
- vii. Total number of staff required

Further, I undertake that neither me nor any of the firms associate had been involved /
charged in any criminal case in the past.

Our / My firm have not applied for security clearance through other RD office, except
present application.

I further declare that all the information pertaining to background checks of the company
given here are true and no relevant fact, is concealed by me / us.

Yours faithfully,

Sign _____

Name _____

Address _____

Contact Tel No _____

Company Seal:



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Fax No. _____

FORMAT A-1

Name and Address of Company
Whether Company is Indian, Foreign or JVC:

Sl. No.	1	2	3	4
Name (with alias of Owner / Director / Key Persons)				
Nationality of Owner / Director / Key Persons				
DoB of Owner / Director / Key Persons				
Present Address of Owner / Director / Key Persons				
Permanent Address of Owner / Director / Key Persons				
Parentage				
PP. No. (Legible copy to enclose)				
ID Proof (Legible copy to enclose)				
Shareholding pattern of the company FDI, if any				

I _____ hereby undertake that all the above particulars and information are true and best of my knowledge and belief.

Signature
(Name)



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