

Notice Inviting Quotation (NIQ)



AIRPORTS AUTHORITY OF INDIA

Notice Inviting Quotation

**For grant of License for
Managing Departmental Store
In AAI(NAD), RHQ, SR Residential Colony,
Meenambakkam, Chennai**

MARCH 2026

Subject: QUOTATION for grant of License for Managing Departmental Store in AAI(NAD), RHQ, SR Residential Colony

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DISCLAIMER

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

2. This NIQ 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 NIQ is to provide interested parties with information that may be useful to them in the formulation of their financial application pursuant to this NIQ. This NIQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the subject Concession. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This NIQ may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this NIQ. The assumptions, assessments, statements, and information contained in this NIQ may not be complete, accurate, adequate, or correct. Each Applicant should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this NIQ and obtain independent advice from appropriate sources.

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

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

5. 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 NIQ.

6. 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 NIQ.

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

8. 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.

9. The Applicant shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this NIQ 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 NIQ

AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF HUMAN RESOURCE MANAGEMENT

NIQ are invited for grant of License for managing Departmental Store in Welfare Amenities Complex, AAI, NAD Colony, Meenambakkam, Chennai

INTRODUCTION

Airports Authority of India (AAI) invites **Notice Inviting Quotation** from the interested Nationally / Internationally reputed Indian Organizations / Corporate Agencies to manage Departmental Store to provide General Provision Stores such as Rice & Flours, Dairy items, Fruits & Vegetables, Stationeries, Cool drinks and beverages, Ice Cream, Branded packed snacks, cosmetics, confectionaries etc., located at AAI (NAD), RHQ, SR Residential colony campus for the benefits of the residents of the AAI.

1. About AAI

1. Airports Authority of India (AAI), is a Government of India Public Sector Enterprise, Constituted by an Act of Parliament. AAI has been Conferred upon with the Mini Ratna Category-I Status. AAI having its Corporate Headquarter located in New Delhi and Regional Headquarters namely Northern Region located in New Delhi, Southern Region located in Chennai, Eastern Region located in Kolkata, Western Region located in Mumbai and North Eastern Region located in Guwahati.
2. AAI, Regional Headquarter, Southern region is having residential colony located at Meenambakkam, Chennai wherein 402 quarters of various types, 24 Hostel Accommodations and 24 Guest House accommodation are available.
3. For more details about AAI please visit at our website <https://www.aai.aero/>

Disclaimer:

The data is given for indicative purposes only and applicants should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this QUOTATION and obtain independent advice from appropriate sources.

NOTICE INVITING QUOTATION (NIQ)

**for grant of Licence for Managing Departmental Store in AAI(NAD), RHQ,
SR, Residential Colony,
Meenambakkam, Chennai 600027**

1. Notice Inviting Quotation (NIQ) is hereby invited for granting concession for the following:

Name of Facility	Cost of NIQ (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF) (in INR)
License for managing Departmental Store. Location – Qtr No.C-58, AAI (NAD) Residential colony, Meenambakkam, Chennai 27 Total area is 156.60 sq. mtrs which contains plinth area of Quarter no.C-58 is 67 sq. mtrs, Paved area in the back side of quarter is 51.88 sq. mtrs and unpaved area in the front side of the quarter is 37.72 sq. mtrs	Rs.2000/- + GST 18%	Rs. 50,000/-	28,000/-per month (excluding GST, CAM & Electricity charges)

NOTE:-

- 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. The quoted fixed license fees is subject to annual escalation as detailed in NIQ.
- d) In addition to the quoted License Fee, the selected bidder shall be liable to pay:
 1. 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.
 2. Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.

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

3. Period of Concession: 5 years and extendable for one more year

4. 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 of license period. Thereafter the same will be applicable after completion of subsequent one-year

period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

c. If the term of contract is extended beyond the regular period specified in NIQ, the applicable rate of annual escalation on monthly license fee during extended period shall be higher of:

i. Additional 10% escalation on normal escalation rate on last billed license fee for a particular facility

OR

ii. Escalation of 20% on the last billed license fee.

d. Escalation on Concession / License Fee as per clause (c) is to be applied on annual basis w.e.f. the date on which the escalation is due. If the date on which annual escalation is due falls in between the extension period, the escalation shall be applied from such date.

5. The prospective bidders are requested to go through the NIQ conditions and visit the **site** to assess the feasibility of business / undergo proper diligence study and thereafter **may submit the QUOTATION**. 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 QUOTATION and adhere to the terms and conditions indicated in the NIQ documents provided by AAI. Conditional QUOTATION **shall** be summarily rejected.

7. Business Incubation period is the time after issuance of **LOIA** and before handing over of site is the period in which the concessionaire shall fulfill the contract formalities (like acceptance of the LOIA, submission of security deposit, signing of agreement etc.) as mentioned in LOIA. The site shall only be handed-over after fulfillment of these formalities which shall not be later than **30 days** (unless otherwise specified) from the date of issuance of LOIA.

8. Handing Over of Sites:

a. Date of handing over of site should be on or before 31st day of issuance of award letter, upon fulfillment of contract formalities to be done by the licensee during business incubation period. If the licensee fails to complete the contractual formalities which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 31st day of issuance of LOIA.

b. **Site** will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.

c. 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 from the 31st day of issuance of LOIA. However, actual handing over of sites shall only be done after completion of all conditions of award.

d. In extreme circumstances, if due to some reason, the vacant site could not be made available, the Regional Executive 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:

- a. Gestation period of 30 Days, reckoned from the date of handing over of sites shall be permissible.
- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favour of the existing licensee in the same place (i.e. same area as well as location). However,
 - i. Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
 - ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

10. Eligibility Criteria:

A) Technical Criteria:

The agency should have experience in running trade service of similar nature not less than **01 (One) year** and should possess valid requisite statutory / regulatory permission & certification mentioned in NIQ.

B) Financial Criteria:

The minimum gross turnover shall be Rs. **4,20,000/-** in any one of the last **07 financial years.**

- a. Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Account/Statutory Auditor.
- b. Dully Notarized and stamped undertaking by the bidder regarding overall turnover should also be submitted.
- c. Unless otherwise specified, net worth of the bidder should be positive.
- d. In case of multiple business of bidder, the breakup of the turnover (certified by statutory auditor/chartered account) with the specific head as from the tendered facility should be submitted.
- e. Duly signed undertaking on the letter head of the bidder regarding overall as well as break-up of turnover should also be submitted.
- f. Certificate issued by Chartered Accountant / Statutory auditor with Unique Document Identification Number (UDIN) mandatorily, with respect to net worth of the bidder, may be accepted for ascertaining positive net worth (or as specified in the NIQ document) of the bidder.
- g. To verify the authenticity of CA certified documents submitted by the bidder, the Unique Document Identification Number (UDIN) should be mandatorily mentioned in the documents by the Chartered Accountant. CA certified documents submitted by the bidders without UDIN shall not be entertained.

11. Only one QUOTATION document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity. Single party either a firm or an individual is only allowed to submit only one NIQ document. The proprietor of more than one company or firm will be considered as single party and one legal entity.
12. Any party either a firm or an individual falling under the following categories is not eligible:
- a. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc. **A declaration to this effect is also to be submitted by the party with QUOTATION 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 shall also not be eligible for participation in the NIQ.
 - d. If the entity participating in any of the NIQs is a private or public limited company, Partnership firm or a 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 may not be allowed in AAI NIQs.
 - e. If the entity participating in any of the NIQs is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director/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 AAI except the dues pertaining to the current quarter i.e. the quarter in which the Quotation is invited, then the said entity shall not be allowed to participate in AAI NIQs.

The disputed amounts which are referred for Dispute Resolution/ Arbitration by the competent authority shall not be considered as outstanding dues provided the agency has furnished and additional validated security deposit (In addition to 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 the security deposit of the 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. A declaration to the effect that the **Agency submitting the quotation** does not fall under the categories a), b), c), d), and e) 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. How to apply:

- a) Details of terms and conditions, copy of NIQ, agreement form, and other relevant details may be downloaded from AAI website: www.aai.aero for information and submission of the NIQ in the proper format with full details.
- b) Interested Corporate Agency/Organization may send their Notice Inviting Quotation (NIQ) in the prescribed format (**ANNEXURE-I**) to the following address:
**The Regional Executive Director,
Airports Authority of India,
Regional Headquarters, Southern Region,
Operational Offices Complex,
Meenambakkam, Chennai-600016
Tamilnadu, India.**
- c) Envelope containing NIQ should be marked as "**NIQ FOR GRANT OF LICENCE TO MANAGE DEPARTMENTAL STORE IN QUARTER NO.C-58, LOCATED AT AAI NAD COLONY, MEENAMBAKKAM, CHENNAI**".
- d) Quotation shall be submitted in two bid system as follows: -
- COVER 1:** Technical bid – Earnest Money Deposit (EMD) and other documents as required **under clause 3 of the general information** / guidelines of Notice Inviting Quotation.
 - COVER 2:** Financial Bid – As **required under clause 4 of general information /guidelines** of Notice Inviting Quotation.
- e) Any queries related on the proposal to run Departmental Store, Interested Organizations may contact:
“Assistant General Manager (HR), HRM Department, Estate Section, AAI, RHQ, SR, Chennai through an email: loganathan.g@aai.aero”
- f) **Agency/interested parties** shall inspect the site to fully acquaint himself/herself about the building and working conditions. The site may be inspected with the help of AAI and or designated officials on **10TH MARCH, 2026, between 9:00 AM – 2:00 PM.**
- g) Cost of QUOTATION fees amounting to **Rs.2,000/-** (Rupees Two thousand only), shall be paid by the Agency/Interest parties before the scheduled time of submission of quotation through RTGS/NEFT in favour of AIRPORTS AUTHORITY OF INDIA, RHQ-SOUTHERN REGION, CHENNAI. No other mode of payment shall be acceptable. Quotation Fee is not refundable. **A copy of proof payment made shall be kept by the Agency/Interested parties in the Cover 1.**
- h) The amount towards **Earnest Money Deposit (EMD) of Rs. 50,000/-** (Rupees Fifty thousand only) shall be paid by the **Agency/Interested Parties** before the scheduled time of submission of Quotation, through RTGS / NEFT in favour of AIRPORTS AUTHORITY OF INDIA, RHQ - SOUTHERN REGION, CHENNAI. No other mode of payment shall be acceptable. **A copy of proof payment made shall be kept by the Agency/Interested parties in the Cover 1.**

EMD will be refunded to the unsuccessful bidders in line with NIQ terms.

- i) The particulars pertaining to "Airports Authority of India, RHQ, Southern Region Bank account for RTGS/ NEFT are as follows: -

Beneficiary Name : Airports Authority of India QR Code
 Bank Address : State Bank of India
 Account No : 40533447477
 IFSC : SBIN0005789
 Charges for Transfer : To be borne by the party
 A/C Type : Current Account
 SWIFT/IBAN : SBININBB298



- j) **Copy of the proof / documents of the above payments (i.e. cost of QUOTATION document and EMD) made through RTGS / NEFT is to be submitted along with the Cover 1 containing other technical bid documents**
- k) Non-submission of proof/documents towards payment on cost of QUOTATION & EMD shall lead to disqualification of party.

14. Critical Dates:

S. No.	Activity	Scheduled Dates and Time
1	Download of NIQ Documents from AAI Website " https://www.aai.aero/en/tender/tender-search " Give the inputs in the column as mentioned against each. Region:Southern Region Department:Human Resource, Key word search: Departmental store	From 06.03.2026, 15:00 hrs. onward.
2	Submission of queries related to NIQ by Email by Agency/Interested Parties to estate_sr@aai.aero, if any, on or before	16.03.2026 Upto 15:00 hrs.
3	Reply to the queries by AAI in Email	24.03.2026 by 15:00 hrs.
4	Submission of NIQ in one Single cover (both Technical Bid as well as Financial Bid packed/sealed in separate cover and submitted in Single Cover) on or before (either by Post or by person)	01.04.2026 Upto 15:00 hrs.
5	Opening of Technical Bid	on 02.04.2026 at 1500 hrs.
6	Opening of Financial Bids (Tentative)	on 23.04.2026 at 1500 hrs. (The date is tentative and is subject to be advanced or postponed at discretion of AAI)

2. **In case bidder withdraws from tender process before last date of submission of technical bid, 10% of EMD amount shall be forfeited.**
3. **After last date of submission of bid, at any stage if an agency withdraws from NIQ process, entire EMD amount shall be forfeited.**

4. After opening of the technical bid and before opening of financial bid, if any agency withdraws from NIQ process, the EMD of the party shall be forfeited and the party shall be debarred for participation in any NIQ at AAI, RHQ/SR, Chennai for **one year** from the date of debarment. However, after opening of financial bid, being H1 in the Quotation if the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any NIQ of AAI for one year.
5. AAI reserves to itself the right to reject the conditional quotations without assigning any reason thereto.
6. AAI reserves to itself the right to reject any or all the quotations without assigning any reason thereof and to call for any other detail or information from any of the Party(s).
7. On acceptance of the NIQ, the name of the authorize representative(s) of the parties who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

Regional Executive Director

GENERAL INFORMATION AND GUIDELINES

1. NIQ Documents are not transferable.
2. NIQ should contains the following bids: -
 - a) Cover 1: Technical bid
 - b) Cover 2: Financial bid
3. Cover 1 (Technical Bid) will be opened first, shall contain the following documents specified as under:

Each page of Technical Bid should be signed by the agency or person authorized by the agency.

The authorization (Power of Attorney) should be on non-judicial stamp paper of Rs.100/- duly attested by Notary Public (Format as per **Annexure: B**).

- a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per **Annexure: D**
- b) Self-attested copies of the PAN card, GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non- applicability as submitted by the party.
- c) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of company as per the companies Act. (**Refer Annexure-E**)
- d) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.
- e) The Bidders are required to furnish
 - i. Cost Quotation Processing Fee of **Rs.2000/- +GST (18 %)**
 - ii. Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand only).

The amount mentioned above shall be deposited Via bank transfer in the form of RTGS/NEFT to AIRPORTS AUTHORITY OF INDIA, RHQ -SOUTHERN REGION, CHENNAI as per the details already provided in the NIQ. A copy of document indicating payment of both through RTGS/NEFT is to be attached in the technical bid. Earnest Money Deposit (EMD) is exempted for MSME or NSIC registered vendors. The EMD exempted vendors should attach the registered copies of MSME or NSIC certificates. Non-payment of EMD by the stipulated date & time shall lead to disqualification of party(s).

Note: EMD in the form of cash/Demand Draft or any other form shall not be accepted. QUOTATIONS/bids without EMD 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 detail 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 Certification from AAI (In case of parties held contracts with AAI):

The party should also enclose the no dues certificate issued by AAI (Upto 28th February 2026, except where the dues are pertaining to current quarter i.e. the quarter in which QUOTATION is invited) 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 QUOTATION submission. Format as per **Annexure: I**

iii. If the agency participating in the NIQ 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 NIQ. A declaration to this effect has to be submitted by the party/agency. (**Refer Annexure: G**)

- g. Form of unconditional acceptance duly signed (enclosed as **Annexure “C”** along with NIQ 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” (Refer Annexure: G)
- i. Declaration giving the details of blacklisting or debarring by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (Refer Annexure G).
- j. Declaration of cases / action under PPE Act 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. Copy of complete set of NIQ document containing 60 no. of pages (duly signed and stamped by the authorized person)**
- p. Certified details of the Gross turnover of Rs. 4,20,000/- out of which Rs.2,10,000/- from the business for which experience has been claimed and net worth to be experience to be submitted by the agency duly certified by Charter 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.

4. Financial Bid

- a. The financial bid should be submitted as per the format prescribed in **Annexure-P**.

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

- i. Earnest Money Deposit Rs. 50,000/- (Rupees fifty thousand only)) liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in NIQ documents, within prescribed time.
 - ii. On account of non-acceptance of award or on account of non-completion of NIQ conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the NIQ at its airports or at any other place under the control of AAI, for a period of one **(01)** year.
 - iii. In case the documents submitted by my/our firm along with NIQ are false/ Incorrect, the QUOTATION of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further NIQ/NIQs of AAI, for a period of Three **(03)** year.
 - b. AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
 - c. The AAI does not bind itself to accept the highest or any quotation and reserves to itself the right of accepting the whole or any part of the quotation and the agency shall be bound to provide the service at the rate quoted.
 - d. The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the agency.
 - e. In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
 - f. In the event that Financial bid of two or more bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's policy, from such Tie Bidders and shall identify the Selected Bidder from amongst such Tie Bidders. Provided that the revised Financial bids of such Tie Bidder(s), shall be no less favorable to Authority than their respective original bids.
5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI' s QUOTATION/ QUOTATION(s) for a period of **one (1) year**, on account on non-completion of the following:
- a. Acceptance of the offer within seven (07) days from the date of issuance of the award letter addressed to the party.
 - b. Payment of advance license fee for one month within the Business incubation period of 30 days from the date of issuance of the award letter.
 - c. Payment of Security Deposit within the Business incubation period of 30 days from the date of issuance of award letter, amounting to **6 months equivalent to Licence Fee quoted by the Agency/Bidder** of the first (01st) year to AAI as an interest free security Deposit by way of RTGS.
 - d. Payment of Security Deposit for Utilities (electricity, water etc..) within the Business incubation period of 30 days from the date of issuance of award letter, amounting to 5% of annual quoted License fee subject to minimum Rs.10,000/-, to be submitted in the form of RTGS.
 - e. Execution of the Agreement within the Business incubation period of 30 days from the date of issuance of award letter (on Stamp Paper of appropriate value, related cost to be borne by the licensee).
 - f. Commencement of the facility within gestation period.
6. Quotation will remain valid for a period of 180 days from the date of opening of the Financial Bid. If any agency withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the QUOTATION if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in any QUOTATION of AAI for one year.

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

9. Fraud & Corrupt Practices and Penalty:

- a. Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the NIQ 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 maybe), if the bidder/licensee:
 - i. has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIQ; or
 - ii. has made misleading or false representation in the forms, statements and attachments submitted; or
 - iii. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
 - iv. One or more of the eligibility criteria have not been met by the Applicant; or
 - v. The Applicant has made a material misrepresentation; or
 - vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable, or restrictive practice;
 - vii. The applicant or its 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 Deposit etc. (during the NIQ process and thereafter) with this or any other QUOTATION/ contract with Airports Authority of India or any PSU or Government Departments 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 NIQ 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 NIQs 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 and during the contract period, then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the Performance Security amount.
- d. Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the Proposals under consideration.

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 Quotations/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 Associate (or any 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 cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder hereof having a shareholding of more than twenty(20) per cent

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) per cent of the subscribed and paid up 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, Govt. of India or a public financial institution referred to in the Companies Act, 1956/2013 or as amended from time to time. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be considered for computing the shareholding of such controlling person in the Subject Person; and
 - b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause if the shareholding of such person in the intermediary is less than 26% 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 receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other 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 the 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.

Explanation

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

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

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

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

a. Normal termination:

The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated the party in writing and duly accepted. The liability of the party will continue to be

payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even after the contract is deemed to have terminated by operation of this clause.

b. Termination for cause:

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

c. Termination for convenience:

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

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

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

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1-3 years	For contract period of less than 1 year
(i)	Before 50 % of contract period	6	4	2
(ii)	between 50% to 75%	4	3	2
(iii)	between 75% to 100%	2	2	1

NOTE: If the licensee does not operate the license up to 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 requirements: If any provision on 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.

11.1. Dispute Resolution

All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise hereinbefore expressly provided for or to which the

Airports Authority of India Act, 1994 and the rules framed thereunder which are now in force or which may hereafter come into force are applicable) (the “Dispute”) shall be dealt as under:

- 11.1.1. Through Mediation: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.
 - 11.1.1.1. In case either party withdraws from the Mediation or the dispute(s) is not resolved within the time period prescribed in AAI Mediation Policy, then the aggrieved party may invoke arbitration through Clause 11.1.2 within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.
 - 11.1.1.2. Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement and to make payments as falling due under the agreement.
- 11.1.2. Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per clause 11.1.1 above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
 - 11.1.2.1. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
 - 11.1.2.2. When the amount involved is Rs. 25 Crores and below, adjudication shall be referred to a Sole Arbitrator to be appointed by the competent authority of AAI, after obtaining consent of the other party, as per format annexure at Appendix- VI.
 - 11.1.2.3. In both the above cases, the licensee shall have to deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making such reference, and further extendable)/ DD/PO/ RTGS/ NEFT) with AAI as condition precedent before referring to the Arbitration for adjudication of dispute.
 - 11.1.2.4. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
 - 11.1.2.5. Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.
 - 11.1.2.6. No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.
 - 11.1.2.7. The seat of such arbitration shall be Chennai and the language of arbitration proceedings shall be English.
 - 11.1.2.8. The Arbitrator shall make an award (the “Award”) for each dispute and /or claim and shall give reasons for the Award. Any award made in any arbitration held pursuant to this Article 11.1.2 shall be final and binding on the parties. For avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.
 - 11.1.2.9. The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and /or the Authority, as the case may be, and their respective assets wherever situated.
 - 11.1.2.10. This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. For the avoidance of doubt, the Concessionaire hereto agree that the Concessionaire shall pay to the Authority, the Concession Fee, the Space Rent, Common Area Maintenance Charges, Utility Charges and Taxes and any other payments that may become due and payable, pending the Award in any arbitration proceedings hereunder.

11.1.2.11. Adjudication by Regulatory Authority or Commission

In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all disputes arising after such constitution shall, instead of reference to adjudication under Clause 12.1.1 and 11.1.2, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Laws.

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

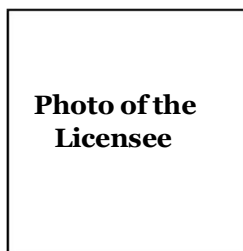
11.1.3. The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

12. All the above guidelines will form part & parcel of the NOTICE INVITING QUOTATION (NIQ).

13. AAI reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the NIQ if situation warrants and with sufficient reasons.

14. AAI reserves right to reject any or all NIQ(s) in part or in full without assigning any reason.

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

Draft License Agreement

SUBJECT: Grant of License for Managing Departmental Store located in AAI(NAD), RHQ, SR, Residential colony, Meenambakkam, Chennai-600016_____

THIS CONCESSION AGREEMENT (“Agreement”) made and executed at _____ on this _____ day of Two Thousand by and between:

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

and

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

WHEREAS the Authority is entitled in „Law“ to grant license at its _____ Airport for the purpose of _____ so as to provide amenities and facilities to the residents at _____ Welfare Complex, AAI NAD Colony and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

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

AND WHEREAS the Authority is agreeable to grant the license. NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of _____ (_____) years from _____ to _____, unless terminated earlier on account of following;
 - a. By giving 60 days of notice in writing without assigning any reason.
 - b. Terminated by AAI on a short notice on account of unsatisfactory 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:

Year	Amount of Monthly License Fee
1 st Year	_____ + GST applicable on time
2 nd Year	_____ + GST applicable on time
3 rd Year	_____ + GST applicable on time
4 th Year	_____ + GST applicable on time
5 th Year	_____ + GST applicable on time
6 th Year	_____ + GST applicable on time
7 th Year	_____ + GST applicable on time

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 of license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commence of contract (i.e. commencement date had there been no extension in gestation period).
 - c) If the term of contract is extended beyond the regular period specified in NIQ, the applicable rate of annual escalation on monthly license fee during extended period shall be higher of:
 - (i) Additional 10% escalation on normal escalation rate on last billed license fee for a particular facility
 - OR
 - (ii) Escalation of 20% on the last billed license fee.
 - d) Escalation on Concession / License Fee as per clause (c) is to be applied on annual basis w.e.f. the date on which the escalation is due. If the date on which annual escalation is due falls in between the extension period, the escalation shall be applied from such date.
4. The AAI shall raise the bill on or before of 10th of every month. The concessionaire has to make the payment of the 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 of the delay period of up to 30 days, them interest at the 18% per annum shall be charged from the due date, for entire delay period. In Case of Central/State Govt. and their PSUs: AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of the License Fee etc., by 25th of the same month, failing which interest on delayed payment at the rate of 6% per annum shall be charged from the due date of the delay period of up to 30 days, them interest at the 12% per annum shall be charged from the due date, for entire delay period.
5. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
6. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in "Laws".

7. That the Licensee shall make payment of license fee etc. either by cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.
8. That the licensee shall deposit a sum of Rs. _____
_____/-(Rs. _____ only) i.e. an amount equal to 06 months of license (based on 01st year license fee) fee as Security Deposit in the form of RTGS/NEFT from a Nationalized/Scheduled in favor of Regional Executive Director, AAI, RHQ, Southern Region, Chennai. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event 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
9. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges Rs. _____ (equivalent to 5% of annual license/concession value for the last year subject to minimum deposit of Rs.10,000/- and 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.
10. 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.
11. 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.
12. 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/colony premises where the Licensee is rendering such services.
13. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
14. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
15. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
16. 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 premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

17. 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.
18. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
19. The licensee must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating any quotation in AAI for minimum period of 01 (one) year.
20. 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 lying deposited with the AAI shall be forfeited and the licensee shall be debarred for **three** years for participation in AAI quotation. 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.
21. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 days' notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 60 days' notice in writing without assigning any reason thereto.

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

A. Normal termination: -

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

B. Termination for cause:

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

C. Termination for convenience:

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of ____ days, for surrender of license/concession after completion of 20% licence period, then damage charges equivalent to 3 months current licence fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee. Such damage charges shall be adjusted from the

Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available. No Such damage charges are liable to be paid by the Concessionaire/contractor in case the Licensee is terminated for Convenience by AAI even within the 20% of license period OR thereafter.

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

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1-3 years	For contract period of less than 1 year
(i)	Before 50 % of contract period	6	4	2
(ii)	between 50% to 75%	4	3	2
(iii)	between 75% to 100%	2	2	1

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

23. No compensation is payable by AAI. Exponential penalty on licensees @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.
24. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
25. Acceptance of award letter and NIQ conditions shall form part and parcel of the license agreement.
26. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in Appendix „1, 2, 3 & 4“ respectively annexed hereto.
27. **SET-OFF clause :** In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time the fullest extent, with prior notice of 07 (seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired /closed /terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law “.

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

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

Signed by _____ Regional Executive Director, Airports Authority of India, _____ Airport, for and on behalf of the Airports Authority of India, in the presence of: WITNESS:

1. _____

2. _____

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

Witness:

1. _____

2. _____

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the licensee as follows:

- (1) The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- (2) The Licensee paying the license fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- (3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
 - a. The period of notice given under this Agreement will count from the date of receipt of notice by either side.
- (4) Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
- (5) (a) The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
(b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
- (6) The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.
- (7) (a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.
(b) The Authority shall not be responsible in any way for loss or damage by any means causes to the licensee" s stock or property.
- (8) The Licensee shall at his own cost maintain the premises 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, Regional Executive Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs.500/- per day for each default up to 03 days & thereafter Rs.1000/- per day and can take other actions including termination of the license.

- (9) The licensee shall comply with the requirements of all standard health clauses including those given below:
- a. The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.
 - b. All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - c. The licensee shall notify to the Airport Health Officer whenever any person working under 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 Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (c), 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 point 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 determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of business.
- (b) No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
- (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.

- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
- (14) (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
- (b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
- (c) The licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by 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 offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee up to 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 case-controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.
- (18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
- (19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- (20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Regional Executive Director of the Authority or his authorized representative.
- (21) If because of any strike or lock-out 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 licence fee due to ban on visitor entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total 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 Regional Executive Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- (24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation/ bargaining will be entertained.
- (25) On expiry of the license period or on termination of the license by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, 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 costs 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 favor of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
- (27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
- (28) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.
- (29) All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ RED of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making reference to DRC, and further extendable)/ DD/PO/NEFT) with 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/ RED of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making 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 LICENSEE)

SPECIAL TERMS & CONDITIONS

1. The licensee is required to ensure the availability of item given in the Appendix-2(B) in the Departmental Store throughout all days. Shop shall be opened not later by 05:30 hrs. in the morning and closed not early by 22:00 hrs. in the night for the usage of the AAI NAD colony residents. Any change in the working hours of the shop shall be decided as per the discretion of the Management. Shop shall remain opened on all days for supply of essential items. Daily supply of milk on door delivery basis shall be extended to the residents if required. However, non-working days maybe as per the notifications of the Labour Dept. of the Govt. of Tamil Nadu. In Such case, Alternative arrangement shall be made well in advance for supply of milk in case of holiday.
2. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
3. Cooking is not permitted in the premises of Departmental Store. However, Microwave Oven for heating the snack items and vending machine may be used.
4. Space shall not be used for any purpose other than for which it has been awarded.
5. Licensee has to display the price list in prominent place within the counter. The items should not be charged more than the printed MRP i.e. No extra charges shall be levied over & above such price list/MRP.
6. Licensee shall provide proper furniture suitable for Airports environment.
7. Licensee shall make provision for waste baskets which shall be periodically cleaned. However, cleaning the premises handed over to the licensee for this service is the responsibility of the licensee.
8. No Alcoholic Beverages shall be served. Tobacco products shall not be sold. Smoking is strictly prohibited. "NO SMOKING" signage's may be prominently displayed at the Entrance of outlet.
9. Licensee shall keep the area given to him in clean and orderly condition to the satisfaction of the Authority and it shall be lawful for any of the officers of the authority to enter upon and inspect the area for ensuring compliance of the same.
10. As per the orders of Govt. of India, plastic free environment is to be developed in and around Airport premises. Accordingly, the licensee shall not be permitted to carry / use any kind of plastic items like spoons/forks/packing/cups/bags/wrappers etc., and also services to passengers by using plastic bags. The licensee shall use only bio-degradable products for packing and service to passengers inclusive of all items. In case if it found to be violated a penalty of Rs.500/- per violation will be charged.
11. The Licensee and his agents and servants shall observe, perform and comply with the provision of any law including any rules and regulations of any local authority in force time to time.
12. The licensee shall strictly comply with the safety norms of AAI and as per rules and regulations of BCAS Security, wherever prescribed.
13. The licensee shall strictly comply with the rules and regulations of the various labour enforcement officials.
14. For the purpose of this contract, AAI may issue entry passes to the personnel engaged subject to the verification of their Character and Antecedents by Police and AAI shall have the sole discretion

to withdraw such passes, if considered necessary.

15. That the authority shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. Licensee shall be responsible for all safety devices for his service. AAI shall not be responsible for any claim from any one on account of loss, injury etc., caused due to incident/accident or malfunctioning of their materials. Licensee shall be solely responsible for any such losses/claims.
16. Licensee shall fix the Electricity Meter at their own cost.
17. All taxes, levies and duties payable under this license would be the Licensee's liability and he/she/they shall be liable and responsible for payment of all income and other taxes and duties which may be levied by Authorities on the earnings under this license. Licensee shall also be liable to pay all assessments/charge license fees and expenses, in connection with his/her/their right to use, as may be assessed or demanded in this respect by Municipal or other authorities. Licensee shall keep and will continue to keep AAI indemnified and harmless against any claim or liability that may arise in this regard.
18. The licensee shall indemnify and keep harmless the Authority from any loss liability claim or damaged that may be sustained by any person or cause to any property or which may otherwise occur, in connection therewith by reason of operating this license.
19. No structural alternation and addition are to be made in the space allotted without prior written consent from Authority.
20. As per the terms and conditions of this agreement, The Licensee shall be responsible for any infringement of copy right/trade mark rights and the Authority shall not be responsible for any liability of this account.
21. The following penalties will be imposed, against the irregularities, to the licensee or staff of licensee; However, the Regional Executive Director has the power to decide the quantum of penalty or any change thereof;

Sl.No.	Description of irregularities	Maximum Penalty
1	Misbehavior by the Staff	Rs.500/-per instance
2	Violation of MRP	Rs.300/-per instance
3	Using AAI's properties like trolleys, Chairs etc.	Rs.200/-per instance
4	Closing the facility without intimation	Rs.500/-per instance
5	Selling items/services other than specified	Rs.100/-per instance
6	Overcharging	Rs.100/-per instance
7	For not maintaining Cleanliness of the premises & for spreading the garbage in surrounding areas	Rs.500/-per instance

Signature of Licensee

ADDITIONAL TERMS & CONDITIONS:

1. RULES AND REGULATIONS FOR ALLOTMENT OF SHOPS IN AAI NAD COLONY CHENNAI:

1. All formalities with regard to the allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the licensee on possession of the space allotted in quarter no.C-58, AAI (NAD), RHQ, SR, Residential colony, Meenambakkam, Chennai. The contractor shall vacate the allotted premises leaving all fixtures, furniture etc., which are AAI properties in good and tenable conditions on expiry/termination of contract.
2. The licensee has to arrange license (if required) on its own, to run the requisite shops and also to comply with the provisions of Child Labour (Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and Standards Act and all other statutory and regulatory Acts as notified by Central and State Government from time to time.

2. MAINTENANCE OF SHOPS:

1. The licensee, shall maintain the shop to the satisfaction of the AAI or any other official nominated by the Competent Authority to ensure proper maintenance of the shop.
2. The licensee shall allow the maintenance staff authorized by the AAI to have access to the premises at all reasonable hours for inspection.
3. A licensee or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the AAI nor cut or chop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the shops except with the prior written permission of the appropriate authority.
4. A licensee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbors by their conduct.
5. The firm/licensee shall maintain all statutory registers under the applicable law and shall produce the same, on demand, to the concerned authority of AAI, Chennai or any other authority under law.

3. RESTRICTED MATERIALS:

1. No inflammable material shall be stored in the shops. Cigarette, Tobacco, Liquor, Narcotics, Fire arms, Ammunition, etc. are in the list of prohibited items.
2. Shop shall not provide plastic carry bags to the customers. Use of plastic cups, plates, etc. is also strictly prohibited.

4. DAMAGES / THEFTS:

A licensee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the shop or theft of any of these items during the period of his/her occupation of the shop. The licensee has to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate Section, along with the Police Verification Certificate. AAI will not be responsible for that whatsoever.

5. LICENSEE:

In every case, the licensee shall be strictly deemed to be a Licensee but not a tenant.

TO A LEGAL HEIR:

1. It is made clear that in the event of revocation of license for any reason whatsoever, including death of the licensee, the heirs/representatives of the licensee shall have no locus stand to continue in occupation of the licensed premises and they are liable to vacate/be evicted forthwith.
2. However, on the death of an licensee the shop may be regularized in the name of any one of his/her legal heir, if and only if approved by The Regional Executive Director of AAI provided an affidavit is given by each of the remaining legal heirs of the deceased licensee to the effect that they have no objection to such allotment /regularization and the legal heir submits all documents including registration, etc., within 3 months.
3. The regularization of allotment in the name of legal heirs on the death of the licensee will be made on the same license fee which the deceased licensee was actually paying or was liable to pay for the premises immediately before his/her death.

6. RESTRICTION OF TRADES:

When a shop is allotted for a specific trade viz., grocery, stationery etc. the licensee will strictly not be allowed to change the trade. The licensee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

7. CHANGE OF PURPOSE OF SHOP:

If AAI Authority feels that a specific kind of merchandise is needed, the same must be provided by the licensee at reasonable cost, maintaining the quality.

8. **Cashless Facility:** The licensee must use CASHLESS FACILITY (Credit, Debit, and ATM-Cards/ UPI/Wallet etc.,) as per the directions of Government of India and POS/SWIPE machines must be installed in the counter. Mobile payment gateway such as BHIM is mandatory.

9. MISCELLANEOUS:

1. The AAI reserves the right to inspect/check the quality and selling rates of all items through the Quality Control Committee. Any excess charging from customers or if the items being sold are found to be of poor quality or unhygienic or the cases falling within the definition of misconduct with customers will tantamount to breach of contract agreement.
2. The licensor shall be represented by the Regional Executive Director and/or such person or persons, Officer or Officers as may be decided or authorized by The Regional Executive Director from time to time.
3. The shop will display the price of all items sold in the shop, not having printed MRP. The facility will be available for all days.
4. Time to time the performance of shops will be evaluated based on the feedback reports taken from students/ staff/ faculty/residents of the AAI in terms of rate, quality, hygiene, cleanliness, and availability of items, conduct of licensee and its staff. The overall performance will be assessed by AAI Authority.

The Regional Executive Director of the AAI may, for reasons to be recorded in writing, modify all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of shops etc., in the AAI.

Signature of Licensee

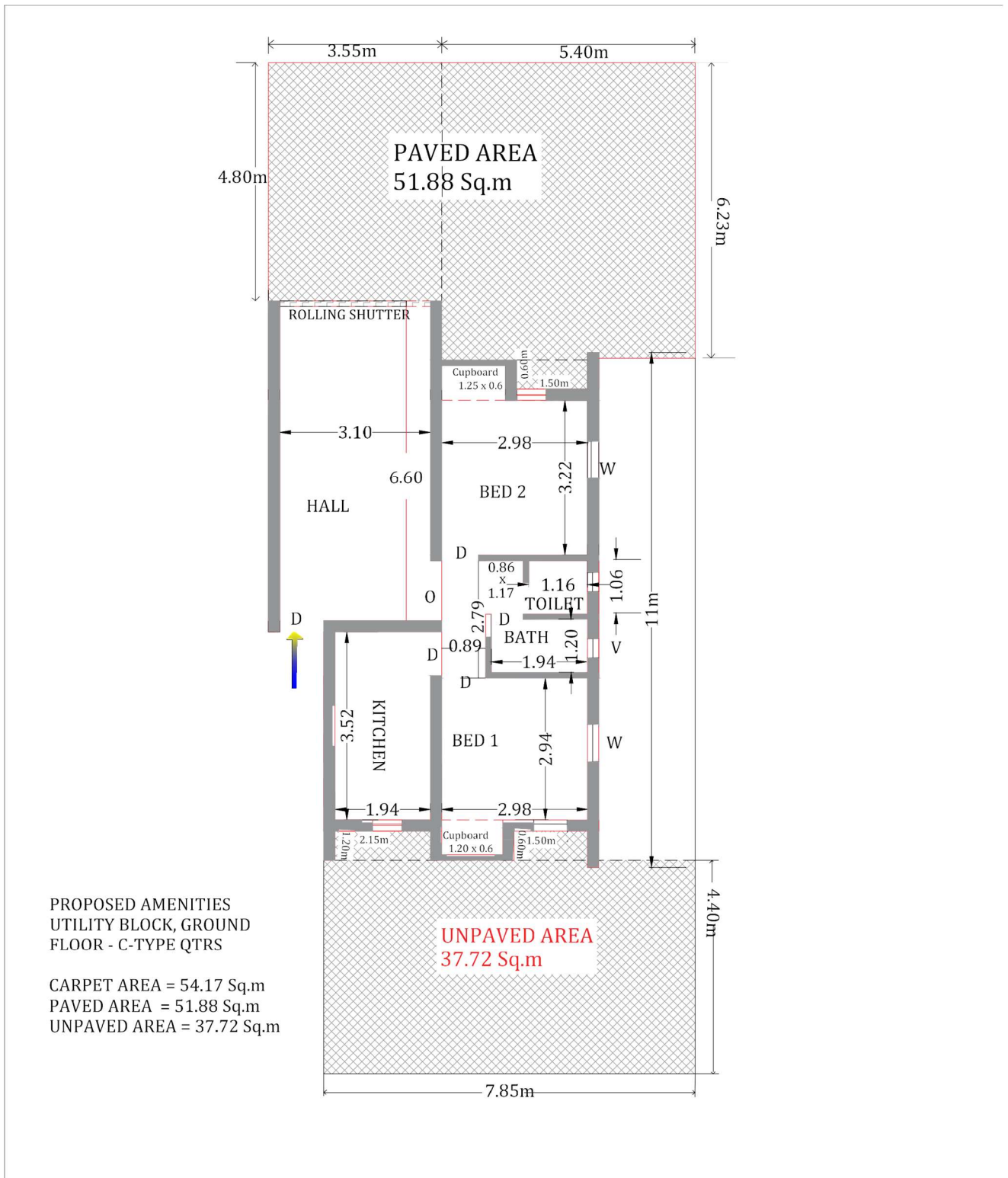
LIST OF ITEMS TO BE AVAILABLE IN THE DEPARTMENTAL STORES:

- 1) Rice and Flours
- 2) Grains, Cereals, Pulses and Dals
- 3) Spices and Herbs
- 4) Dry fruits and Nuts
- 5) Spice and Masala Powder
- 6) Dairy Products + Eggs
- 7) Condiments and Sauces
- 8) Edible Oil items.
- 9) Vegetables and Fruits
- 10) Frozen foods
- 11) Confectionaries
- 12) Stationery items
- 13) Home care products
- 14) Cosmetic items
- 15) Toiletries / Sanitary items
- 16) Branded packed Snacks /Cookies / Bakery items
- 17) Cool drinks and Beverages / ice creams
- 18) House hold items
- 19) Paper and plastic items etc.,
- 20) Other General Stores items other than mentioned above.

Tobacco items in any form is strictly prohibited

CONCESSION AREA LAYOUT

Allotment of quarter no.C-58 having Plinth area of 71 Sq. mtrs, (excluding Common area 67 Sq.mtrs), Carpet Area of 54.17 Sq.mtrs) in addition Paved area in the back side-51.88 Sq.mtrs and Un paved area in the front side 37.72 Sq.mtrs



SCHEDULE OF PREMISES

Grant of License for Managing Departmental Store

Sl.No.	Descriptions	Details
1	Space Allotment	Allotment of quarter no.C-58 contains plinth area of 67 sq. mtrs excluding common area, Paved area in the back side of quarter is 51.88 sq. mtrs and unpaved area in the front side of the quarter is 37.72 sq. mtrs. Total area under allotment is 156.60 sq. mtrs
2	Location	AAI (NAD), RHQ, SR, Residential colony, Meenambakkam, Chennai-600027
3	Purpose	To Manage Departmental store

SIGNATURE OF THE LICENSEE

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 presents, we... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorized/ Smt.....(name),..... son/daughter/wife ofagedyears 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 all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAI in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AAI.

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

IN WITNESS WHEREOF WE... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2025

For.....
(Signature, name, designation and address)

Witness:

- 1.
- 2.

Accepted

.....

(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and not raised 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 Apostile certificate*

**ACCEPTANCE LETTER
(To be submitted in applicant letter head)**

To,

Date: _____

Regional Executive Director,
Airports Authority of India, RHQ, Southern Region, Chennai

Subject: Acceptance of AAI's NIQ Conditions

Sir,

The NIQ documents for the **License for managing Departmental store in quarter no.C-58 located in AAI NAD Residential colony** 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 NIQ documents made available to me/us. Which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the NIQ Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the NIQ conditions of AAI" s NIQ documents in its entirety for the above facility.
4. The contents of Clause 14.5 of Notice inviting quotation of the NIQ Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional Quotations 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 or 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:
 - i. I / We have examined and have no reservations to the NIQ Document, including the Addendum (if any) issued by AAI.

- ii. 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 Clauses 9.a to 9.d of the NIQ Document, in respect of any quotation 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
 - iii. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 9.a to 9.d of the NIQ 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.
 - iv. I/ We do not have any conflict of interest in accordance with Clause 10 of the NIQ Document.
10. I/We declare that we satisfy and meet the requirements as specified in the QUOTATION Document and eligible to submit a Proposal in accordance with the terms of this QUOTATION 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 quotation 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 QUOTATION Processing Fee of **Rs.2000/-** (Rupees two thousand only) to AAI in accordance with the QUOTATION Document. The copy of payment receipts attached.
 14. I / We confirm having submitted the **EMD of Rs. 50,000/- (Rupees Fifty thousand only)** to AAI in accordance with the QUOTATION Document. The copy of payment receipt is attached.
 15. I / We agree and understand that the Proposal is subject to the provisions of the QUOTATION Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.
 16. I / We agree and undertake to abide by all the terms and conditions of the QUOTATION Document.

Dated thisDay of....., 20__.

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

Details of Bidder

1.	Details of Bidder/Lead Member	
(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 individual(s) who will serve as the point of contact/ communication for the AAI:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	
4	Particulars of the Authorized Signatory of the Bidder:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	

(Signature of Authorized Signatory)

Name:

Designation:

Date: Seal or Stamp of Bidder

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.

No	Location	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.

Financial Year	Turnover	(Amount in Lakhs (INR))	
		Net Profit	Tax
Total	Rs.		

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 : UDIN No:

FORMAT FOR LETTER OF UNDERTAKING

[SELF-DECLARATION OF THE BIDDER THAT THE FURNISHED INFORMATION FOR EXPERIENCE IS TRUE, TO BE SUBMITTED ON COMPANY LETTER HEAD]

Sir,

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

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

Yours faithfully,

Signature of the licensee

Name _____ Designation (with seal) _____

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

(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. I/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 terms and conditions of NIQ 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

ANNEXURE: H

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

Sl.No.	Name of the employee	Designation	Relationship with Party	Place of Posting

SIGNATURE OF PARTY/AGENCY

- NB: 1. In case of NIL report, Performa must fill with NIL report and submitted duly signed by the Authorized Signatory.
2. In case the above space is not adequate, the details, additional sheets duly signed by Authorized signatory may be attached.

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 up to 28/02/2026 (Disputed and un-disputed amounts to be shown separately

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

8. Details of any arbitration/litigation :

Signature of Airport Director Name: [•]
Designation: [•]

..... Airport

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

For Refund of EMD, following is to be submitted by the bidders: -

BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER

Sr. 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 i.e. Bidder's Name & Signature)

Place:

Date:

CHECKLIST FOR BIDDERS

S.No.	Particulars	Detail
1.	Type of Facility / Concession	Managing Departmental store in AAI (NAD), RHQ, SR, Residential Colony, Meenambakkam, Chennai
2.	Period of license/ concession	05 Years
3.	QUOTATION Fee	Rs. 2,000/-
4.	AAI Bank Details for QUOTATION Fee/EMD	
5.	Beneficiary name: Bank Name: Bank Address: Account No.: RTGS Code/ IFSC Code: A/c type : SWIFT/IBAN	Airports Authority of India State Bank of India Meenambakkam branch 40533447477 SBIN0005789 Current Account SBININBB298
6.	Earnest Money Deposit	Rs. 50,000/-
7.	Gross area for license	156.60 sq. mtrs which contains plinth area of Quarter no.C-58 is 67 sq. mtrs, Paved area in the back side of quarter is 51.88 sq. mtrs and unpaved area in the front side of the quarter is 37.72 sq. mtrs.
8.	Minimum Reserved Licensed Fee	Rs. 28,000/- per month (excluding GST, CAM & electricity charges)
9.	Eligibility Criteria	As per NIQ
10.	Technical Qualification	As per NIQ
11.	Financial Qualification	As per NIQ
12.	Electricity & Water Charges	As per NIQ
13.	Applicable Govt. taxes (GST, etc.)	As applicable time to time
14.	Gross Turnover	As per NIQ
15.	Experience Certificates	-
16.	Gestation Period	30 days
17.	Security Deposit Towards LF	Equal to first Six (06) months quoted License Fee
18.	Security Deposit Towards EWC Charges	Equivalent to 5% of annual license/ concession value quoted for the last year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs.
19.	<u>CRITICAL DATES</u>	
1	Date of publish of QUOTATION document	From 06.03.2026, 10:00 hrs. onwards
2	Start download/sale date of QUOTATION documents	From 06.03.2026, 15:00 hrs. onwards

3	Last date for download/sale date of QUOTATION document	01.04.2026 Upto 15:00 hrs.
4	Last date of submission of queries to QUOTATION Document on AAI	16.03.2026 by 15:00 hrs.
5	Reply to the queries by AAI	24.03.2026 by 15:00 hrs.
6	Last date for submission of bids/proposals on QUOTATION	Upto 15:00 hrs., 01.04.2026.
7	Technical Bid Opening date	On 02.04.2026 at 15:00 hrs.
8	Financial Bid Opening date	On 23.04.2026 at 15:00 hrs. (The date is tentative and is subject to be advanced or postponed at discretion of AAI)

Mediation Policy:

- 1.1 Upon receipt of request through Online Portal for reference of dispute to MCIE by either party, whether AAI or Concessionaire/ Contractor/ Stakeholder, as the case may be, Nodal Officer shall within 03 working days send the request to the concerned Contract Management Committee (CMC).
- 1.2 CMC shall obtain and examine the correspondence/ documents of the parties relating to the disputes, preferably within 30 days, hold discussion with the parties and crystalize the issues; prepare the agenda containing the gist on each dispute; schedule the Mediation Seating of MCIE by circulating the meeting notice and the agenda after obtaining the necessary approvals of the appropriate authorities. All appropriate authorities shall accord priority to such approvals which are expected to be accorded within 05 working days along with deputing an authorized representative on behalf of AAI. Similarly, the opposite party shall also provide details of their authorized representative who would be presenting the issue before the MCIE duly supported by their resolution or authorization as the case may be.
- 1.3 Both parties & MCIE shall meet on the date fixed, discuss the agenda and explore the possibilities of settlement. MCIE is expected to meet in short intervals to complete the mediation within the period of 120 days.
- 1.4 The mediation may be successful or partially successful or may fail, whatever be the outcome, the MCIE with the assistance of CMC will issue the Minutes after each meeting, clearly indicating the outcome/conclusions of each meeting and along with the reasons of the final/concluding meeting.
- 1.5 In the event of mediation being successful, the Contract Management Committee shall prepare the Settlement Agreement for approval of the competent authority as per DoP (Delegation of Power).
- 1.6 Mediation fee and other expenses as per Annexure N, Appendix-1 to be shared equally by both the parties.
- 1.7 Parties and participants in the mediation shall keep confidential the following matters relating to the mediation proceedings, namely:
 - (i) acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
 - (ii) acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
 - (iii) documents prepared solely for the conduct of mediation or in relation thereto.

This clause shall not be applicable to execution, implementation and enforcement of the Settlement Agreement.
- 1.7.1 No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants including the mediator, whether conducted in person or online to ensure confidentiality of the conduct of mediation proceedings.
- 1.7.2 No party to the mediation or any third party shall in any proceeding before a court or tribunal including arbitral tribunal, rely on or introduce as evidence any information or communication set forth in Clause 1. 7 (i) to (iii) above, including any information in electronic form, or verbal communication in any court or tribunal including any quasi- judicial authority.

1.7.3 The Mediator may disclose general information concerning the matters that have been subject of mediation without disclosing the specific details as mentioned in Clause 1. 7.

1.8 All the submissions made by the party recorded in the minutes of mediation proceeding shall be duly signed by MCIE and the parties. Formal pleadings to be avoided to the extent possible except acknowledgments of notices, opinion and expert advices issued and obtained by the MCIE and /or Contract Management Committee.

1.8.1 As far as possible, mediation be attended by the Authorized representative of the parties who are capable of giving and accepting offers and acceptance.

1.8.2. The arguing counsels shall not be permitted to present the matter before the MCIE unless so specifically permitted by MCIE.

1.8.3. Authorized representatives, presenting on behalf of AAI shall be guided by the internal guidelines issued in this regard from time to time.

2. PANEL OF MEDIATORS FOR CONSTITUTING THE MEDIATION COMMITTEE OF INDEPENDENT EXPERTS:

Panel of Independent Experts shall comprise of the following:

- a. Retired, High Court & Supreme Court Judges;
- b. Retired, Secretary & Additional Secretary to Government of India, Chief Secretary & Additional Chief Secretary of State Government;
- c. Retired, Chairman, AAI, and Board Member, AAI;
- d. Retired, Director General & Additional Director General of CPWD, PWD MES;
- e. Retired, Chairman & Members of Railway Board;
- f. Independent External Monitors deputed by CVC for AAI for the cases where they were/are IBM.
- g. Law Officers retired from PSUs/ Government Department to the level of General Manager & above.

2.1 Mediation Committee of Independent Experts, generally, shall comprise of the following:

- (i) A member from concerned field of the dispute.
- (ii) A member from administrative background.
- (iii) A member from the legal background

In case the dispute involved is of such a nature that can be resolved by an individual mediator, such dispute shall be referred to an individual mediator from the panel.

2.2 A reference for mediation shall be referred to the MCIB or an individual Mediator on 'rotational basis' depending upon the nature of dispute and stake involved at the sole discretion of concerned member or Chairman, AAI.

2.2.1 An individual mediator to be appointed in cases where the total disputed amount (claim & counter claim) is below Rs. 10 crores.

- 2.3 Broad Terms and Conditions and the Terms of Reference of the Mediation Committees are enclosed as Annexure-N, Appendix-1.
- 2.4 CMC shall be headed by the committee member of the concerned Directorate who would be provided all requisite assistance by the other committee members.
- 2.5. The following matters shall not be referred to mediation:
- (i) Tax matters;
 - (ii) Involving fraud and forgery;
 - (iii) Involving right of third party;
 - (iv) Relating to acquisition of land and payment of compensation or
 - (v) Any dispute which is not permissible to be referred to mediation under law or has some other recognized mechanism, e.g. conciliatory authority for labour disputes, ongoing matters capable of being referred to Mediation Centre of respective Courts/ High Courts.

Mediation Committee of Independent Experts Board Terms and Conditions and Terms of Reference

1. The Panel of Independent Experts approved under this Policy shall remain valid for a period of three years from the date of empanelment. Depending upon the response from the contesting parties and the workload, the panel may be suitably expanded from time to time with the approval of the Chairman, AAI.
2. **Fee of mediators:**
 - a) **Sitting Fee:** Each member of the MCIE shall be paid a fee of Rs. 1,00,000/- per sitting. This fee shall be inclusive of hotel accommodation. Meeting venue for mediation proceedings shall be provided by AAI. In case such venue is arranged outside AAI premises, cost of booking the venue shall be borne by both the parties equality.
 - b) **Local Transportation charges & other expenses:** Each member shall be paid Rs.5000/- for local transport charges for each day of proceedings. An outstation member shall be reimbursed the air-fare (Business class) in addition to transport charges. Applicable taxes, if any, shall also be reimbursed as per actuals.
 - c) **Withdrawal from Mediation:** In case, either of the party withdraws from mediation on the first sitting itself, a member of the MCEIE would be entitled only for one fourth of the actual fee in addition to other charges.
 - d) **Cancellation/Postponement of proceedings:** Cancellation or postponement of the proceeding shall be intimated in advance. In the event when mediation proceeding has not taken place due to any reasons(s), no fee shall be payable to the members of the MCIE.
 - e) **Full day proceedings:** A full day proceeding which may commences pre-lunch and continues post-lunch shall be treated as one proceeding.

Individual Mediator shall be paid the same fee as that payable to a Member of MCIE and no additional fee/charges shall be payable.
3. It is expected that the mediation proceedings shall be completed in each case through 05 sittings in a period of not more than 120 days from the date of reference to MCIE. Number of sittings may be further extended up to 05 sittings to be concluded in another 120 days after obtaining specific approval from the concerned Member/ Chairman, AAI.
4. The MCIE may hold as many sittings every month as it deems appropriate keeping in view the volume of work at its disposal.
5. In the event, if MCIE is not able to complete mediation up to 10 sittings and it is recommended by MCIE a further extension of 05 sittings may be permitted by the concerned Member/ Chairman without any sitting fee. Other expenses i.e. local transport charges and air fare borne by MCIE members shall be payable.
6. The Mediation Committee shall meet in the first instance and evolve its own procedures and methodologies for mediation.
7. MCIE shall preferably hold its sittings at a suitable place as per convenience of all concerned or through video conference.
8. The person appointed as a mediator shall, prior to the conduct of mediation, disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator.
9. Any disqualification of any sitting member on any account if found after quotation of Mediation proceedings, the affected party may request for change of the Member concerned and such disqualification shall not vitiate the proceedings. In case such disqualification is found after conclusion of mediation, the settlement arrived between the parties shall not stand negated.

Glossary - Definitions & General Explanations

Definitions:

"Access Date" shall mean the date on which the concessionaire is handed over physical possession of at least 50% of the location designated in the QUOTATION (after completion of the contractual formalities like acceptance of the LOIA, submission of security deposit, signing of agreement etc.) within the incubation period. In case the agency fails to take over the approved sites within gestation period mentioned in LOIA, the next day from the gestation period mentioned in LOIA shall be deemed to be the access date. In case the agency is notable to receive security clearances within gestation period, the Authority may extend the access date to a later date. However, in any case the access date should not exceed 30 days from the issuance of LOIA/ Award letter.

"Addendum" shall mean any written amendment to QUOTATION Document issued by Authority from time to time.

"Rent Commencement Date" shall mean the end of gestation period reckoned from the handing/taking over of the site (defined as Access Date) or the commencement of the business, whichever is earlier. In case the authority hands over less than 100% of the location, then rent charged from rent commencement date will be in proportion to the space handed over. When the authority hands over the remaining space to the vendor, the vendor will be given a gestation period as mentioned in RFQ/RFP/QUOTATION Document after which (or till commencement of business, whichever is earlier), from the very next day or commencement of business, whichever is earlier, they will be charged rent for the remaining space. A handing over/taking over report is to be signed by the concessionaire with AAI on or before the commencement date.

"Airport Premises" shall mean and include Terminal Building or any other premises/land, owned/possessed or taken on lease by AAI for the purpose of Airport and acquired by the Authority under the provision of Land Acquisition Act, 1894 or any other corresponding law for the time being in force.

"Airport Users" shall mean those persons using or involved in activities at, or in connection with or in relation to the Airport, including without limitation, staff of the Airport and airlines operating at the Airport, passengers, visitors, flight crewmembers of airlines, etc.

"Alternate Location(s)" shall mean the space/ area within/outside the Airport Premises/Terminal offered to the Concessionaire, in lieu of Original Location(s).

"Applicable Laws" means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under Authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or of any Governmental Authorities, as may be in force and effect during the subsistence of the Agreements.

“**Applicant**” shall mean a sole entity or a consortium of entities, submitting an application pursuant to a QUOTATION Document.

“**Application**” shall mean the application to be submitted by each Applicant pursuant to QUOTATION Document in the forms provided therein.

“**Associate**” shall mean, in relation to the Applicant, a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company.

Explanation: For the purposes of this clause, “significant influence” means control of at least twenty (20) per cent. of total share capital, or of business decisions under an agreement. (Company Act 2013 link: <http://www.mca.gov.in/SearchableActs/Section2.htm>)

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

“**Bank Guarantee**” shall mean and include a surety amount in the form of DD/PO/RTGS/NEFT/Bank Guarantee having its validity equal to concession/ license period plus six months, from a branch of Scheduled Commercial bank listed by RBI that if a particular licensee defaults on a dues payment, the bank will cover for the dues.

“**Bid**” shall mean the technical and financial offer to be submitted by each Bidder as part of the Bid in compliance with the Bidding documents.

“**Bidder(s)**” shall mean those Applicant(s) who have submitted their bid in response to the NIQ Document/RFP/RFQ.

“**Bidding Documents**” shall mean the RFP/RFQ/NIQ Documents, as the case may be.

“**Brand**” shall mean a type of product manufactured by a particular company under a particular name or a distinguishing symbol, mark, logo, name, word, sentence, or a combination of these items that companies use to distinguish their product from others in the market and for legal protection, is registered as a trademark.

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

“**Companies Act**” shall mean the (Indian) Companies Act, 2013, and any amendments issued from time to time or any other legislation governing the incorporation and existence of companies in India.

“**Concession**” shall mean the rights granted to a concessionaire pursuant to the execution of concession agreement for designing, developing, setting up, operating, maintaining, and managing the Retail/F&B/other facility(ies) at each of the location(s) within Airport Premises/Terminal and to perform the services as per the terms and conditions of the Concession Agreement.

“Concession Agreement” shall mean the agreement to be entered into between Authority and the Concessionaire, pursuant to which the Concessionaire shall be granted the Concession.

“Concession Fee” for a particular month shall mean the higher of the following:

(i) Highest quoted Monthly Guaranteed Amount

OR

(ii) Highest quoted percentage for revenue share of the monthly Net Sales and shall be calculated and payable in the form and manner as set out under the Concession Agreement. It may be in the form of quoted License fees or fixed revenue share, whichever is higher or combination of the both (e.g. Duty paid liquor shop wherein fixed percentage of royalty is charged in addition to monthly concession fees.)

“Concession Term” shall mean, in respect of Airport Premises/Terminal, a period as specified in relevant clause of this manual, commencing on the Rent Commencement Date, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.

“Concession Year” shall mean each successive twelve (12) month period during the Concession Term hereof.

“Concessionaire” shall mean the Selected Bidder, who is either an individual or company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to the execution of Concession Agreement, pursuant to which it shall be granted the Concession.

“Conflict of Interest” is a situation in which an Applicant is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision making of that applicant. An applicant shall not have a conflict of interest that affects the bidding process. Any application found to have conflict of interest shall be disqualified.

“Consortium” shall mean, a group of entities not exceeding three members comprising of one Lead Member and two other members/entities wherein the share of Lead Member should not be less than 51% and other entities/members each should hold 20% share or more. However, the experience of any of the member of the Consortium can be considered for eligibility criteria. For a detailed understanding of Consortium refer Annexure XXIX.

“Construction Works” shall mean all works and things necessary to complete the construction/development of facilities in accordance with the Agreement.

“Consumer” shall mean any person who buys any Retail/F&B/Other item for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment but does not include a person who obtains such goods for resale or for any commercial purpose.

“Day” or **“day”** means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“Drug(s)” shall have the meaning ascribed thereto in The Drugs and Cosmetics Act, 1940, as amended from time to time.

“Food & Beverage” or **“F&B”** shall mean any product, whether processed or partially processed, which is intended for human consumption and includes packaged drinking water, alcoholic beverages and non-alcoholic beverages but does not include any animal feed, live animals unless they are prepared or processed for placing on the market for human consumption, plants prior to harvesting, drugs and medicinal products, cosmetics, narcotic or psychotropic substances.

“Earnest Money Deposit or EMD” shall mean a bid security amount that all bidders for a license/ concession are required to deposit, along with the bid, which is over and above the QUOTATION/RFP/RFQ processing fee.

“Food & Beverage Business” shall mean any commercial undertaking, registered under the Applicable Laws, carrying out the activity of sale of F&B Items to any customer and may also include preparation and sale of items at the specified places.

“F&B Items” shall mean good quality, non-packaged merchantable and edible/ potable hot and cold beverages, vegetarian and non-vegetarian food items including snacks, fast foods, desserts, packaged (food) beverages, etc. of multiple food cuisines for sale at the F&B Outlets and such other items for the purpose of immediate consumption as may be approved by Authority from time to time.

“F&B Outlets” shall mean the food and beverage outlets which are designed (in accordance with the concept design as approved by Authority), developed, set up, operated, maintained and managed by the Concessionaire at the Location(s) within the Airport Premises/Terminal and city side of the Airport in accordance with the provisions of the Concession Agreement for sale of F&B Items.

“Gestation Period or Development Period” means the period in respect of each site, commencing on the date of handing/ taking over of the location (which is such a day from the issue of LOIA) and expiring on such day from issue of award of LOIA or the commencement of business as provided in Chapter - 7.12, whichever is earlier, unless extended by the Authority.

It refers to applicable number of days for specific facility from access date or commencement of business, whichever is earlier.

“GoI” shall mean the Government of India and any Agency, Authority (including regulatory authority), Department, Inspectorate, Ministry or Statutory Person (whether autonomous or not) under the control and direction of GoI.

“GoST” shall mean the Government of the respective State in which a particular Airport is located and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of the respective GoST.

“Governmental Authority” shall mean any government authority, statutory authority, Government department, ministry, Secretariat, agency, commission, board, tribunal or court or other law-making body/entity having or purporting to have jurisdiction on the parties to the agreements, including the GoI or GST or any other regulatory authority appointed by the GoI or GoST having jurisdiction in relation to the subject matter of the Agreement(s) under Applicable Law, the Bureau of Civil Aviation Security, the Central Industrial Security Force, and shall where appropriate include Authority.

“Gross Turnover Criteria or GTO” shall mean the minimum gross turnover requirement a bidder shall fulfill, so as to qualify in the technical bid as per the eligibility criteria of the QUOTATION process.

“Highest Bidder” shall mean the bidder who is offering the highest quoted revenue share/License fee or both, as applicable.

“INR” shall mean Indian Rupee, being the lawful currency of Republic of India. **“IST”** shall mean Indian Standard Time.

“Lead Member” in respect of a Bidder where the Bidder is a Consortium, shall mean such entity, who shall have the highest equity share holding of at least 51% (fifty-one percent of the subscribed and paid up equity of the SPV throughout the concession term.)

“Letter of Intent to Award” shall mean the written letter of offer as issued by Authority to the Selected Bidder intimating the acceptance of Selected Bidder’s Bid for the award of the right to execute the Concession, subject to the fulfillment of conditions of award and such other conditions as set out under the Letter of Intent to Award.

“Licensee” shall mean an individual/entity which has been granted the right to develop, market, setup, operate, maintain and manage the concession/license as per NIQ/Agreement.

“Minimum Monthly Guarantee (MMG)” shall mean the absolute amount on a monthly basis, computed by dividing MAG for a Concession Year by number of months, i.e. twelve (12).

“Month” shall mean a Gregorian calendar month.

“Net Sales” shall mean the aggregate of the following amounts:

- a) The total revenue earned at a Retail/F&B/other facility, including from the sale of Items etc. from each of the Locations comprised in Airport Premises/Terminal in a Month and for a lesser period on pro rata basis,
- b) Revenue generated from any promotional activity carried at Retail/F&B/Other facilities (with the prior written consent of Authority) or any other activity as may be permitted by Authority in accordance with the terms of the Concession Agreement;
- c) Any other consideration or benefit in kind received by the Concessionaire in relation to the operation of the Retail/F&B/Other facilities, including any discounts as may be received by the Concessionaire from its suppliers or any such other consideration or benefit;
- d) Any revenues billed and/or accrued and/or received by the Concessionaire; and
- e) Any revenue generated by orders or concession/ license for sales arising from any place other than from the location, but where services are provided, or deliveries are made from the Retail/F&B/other facilities at the location, less applicable government taxes to the extent as included in (a) to (e) above (payable by the concessionaire with respect to the transactions contemplated under the Concession Agreement). However, any government taxes applicable with respect to the grant of right to use the location(s) shall be borne by the Concessionaire and shall not be deducted for the computation of Net Sales.

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

“Notice Inviting Quotation (NIQ)” shall mean a public notice issued in leading daily newspapers (national, local or international, as the case may be) /AAI portal/ CPP e-portal/mailers for invitation of quotations and contains detailed information of license/ concession, quotation document, important dates, terms & conditions etc.

“Outstanding Dues” shall have the meaning of dues payable by the individual/entity to Authority which are lying outstanding on 21st day of each calendar month. However, for participating in any QUOTATION of AAI, the concessionaire/licensee has to submit no dues certificate for the preceding quarter.

“Outlet” means a location/ area from where the licensee/concessionaire operates, manage and develop the facility (ies) and having minimum 50 sqft.

“Rent Commencement Date” shall mean:

- (i) The date when concessionaire opens for business in the respective location within the Airport Premises/Terminal and/or city side of the Airport;

OR,

- (ii) The date that is thirty/sixty/ninety (30/60/90) days after the respective Access Date for a Location, whichever is earlier.

“RHQ” shall mean of the Regional Headquarters of Airports Authority of India viz. Northern, Western, Southern, Eastern and North Eastern region.

“Selected Bidder” shall mean the Bidder selected by Authority, pursuant to the Bid Process and to whom the Letter of Intent to Award the Concession is to be issued.

“Services” shall mean activities in Retail/F&B/ other items and/or offering services related to or incidental thereto or as may be approved by Authority from time to time, to be provided to the Airport Users at the Location(s).

“Terminal” shall mean, with respect to an airport, Domestic Terminal and/or International Terminal, as the case may be.

Note: In case any day mentioned in NIQ document happens to be a holiday in India, then the next working day will be considered.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.

<u>FINANCIAL BID</u>		
Name of the Firm	:	
Name of the Applicant	:	
Address & Contact No.	:	
Shop Type	:	DEPARTMENTAL STORE
Area of the Departmental Store	:	Quarter no.C-58 having plinth area of 71 sq. mtrs, with paved area on the back side of 51.88 and unpaved area on the front side of 37.72 sq. mtrs.
Minimum License Fee	:	Rs.28,000/-
Bid/Quoted License (per month)	:	
<p>I, the undersigned Shri. /Smt. _____</p> <p>Age _____ Years, resident at _____</p> <p>_____</p> <p>have read all the Terms & Conditions mentioned in this bid documents and shall abide with the same. I hereby submit my unconditional quote.</p>		
Date:		Applicant's Signature with seal