



AIRPORTS AUTHORITY OF INDIA
CIVIL ENCLAVE, JODHPUR



NOTICE INVITING E-TENDER
FOR
SHORT TERM LICENSE (UNDER STOP GAP
ARRANGEMENT) FOR F&B OUTLETS IN DEPARTURE,
ARRIVAL & SHA AT CIVIL ENCLAVE, JODHPUR
CPP Portal Tender ID No.- 2025_AAI_252763_1

Date: 17.10.2025

AIRPORTS AUTHORITY OF INDIA
CIVIL ENCLAVE, JODHPUR

TABLE OF CONTENTS

**Subject: Short Term License (Under Stop Gap Arrangement) For F&B Outlets In
Departure, Arrival & SHA At Civil Enclave, Jodhpur**

S. No.	Particulars	Page No.
1	Disclaimer	3-5
2	Introduction	5
3	Notice Inviting E-Tender	6-11
4	E-Tendering guidelines to the bidders	12-13
5	General Information & Guidelines	14-22
	Annexure: A Draft License Agreement	23-30
	Appendix: 1 - General Terms & Conditions	31-38
	Appendix : 2 – Special Terms & conditions	39-50
	Appendix : 3 – Concession Area Layout	51-52
	Appendix : 4 – Schedule of Premises	53
6	Annexure: B – Format for Power of Attorney for Signing of Proposal	54-55
7	Annexure: C – Format for Unconditional Acceptance Letter	56-58
8	Annexure: D – Format for Details of Bidder	59
9	Annexure: E – Format for Certificate from Chartered Accountant/Statutory Auditor in respect of Technical and Financial Capacity & Experience	60
10	Annexure: F - Format For Letter Of Undertaking from Bidder	61
11	Annexure: G – Declaration by bidder	62-63
12	Annexure: H – Format for Details of Near Relatives Working at Airports Authority Of India	64
13	Annexure: I - Format Of Outstanding Dues/ No Dues Certificate	65
14	Annexure: J – Format for Beneficiary Bank Account Details For EMD Refund	66
15	Annexure : K – Format for Bank Guarantee	67-68
16	Annexure : L1 - Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI	69
17	Annexure : L2 - BG Verification through SFMS of ICICI Bank	70
18	Annexure : L3 - Advisory: For Applicant and its BG issuing Bank Branch	71
19	Annexure : L4 - Request Letter: Transmission of Bank Guarantee Cover Message	72
20	Annexure : M - Checklist For Bidders	73-74
21	Annexure : N - Format Consent Letter for Dispute Resolution Clause	75

DISCLAIMER

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

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

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

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

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

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender. The issue of this e-Tender does not imply that the Authority is bound to select all the

Proposals for bidding process for the Concession and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

The Applicant shall be wholly responsible for any statements/documents/records, etc. submitted pursuant to this e-Tender and ensure accuracy thereof. The Authority or its employees shall accept no responsibility or liability for any deficiency that may be made by the Applicant. Any false declaration made by the Applicant shall invite action as may be decided by the Authority including termination of Concession, debarring, forfeiture of EMD and for Security Deposit. Such a debarment shall also apply to the 'allied firms' of the debarred agency. To this effect, all concerns/entities which come within the sphere of effective influence of the debarred firms shall be treated as allied firms.

The Applicant shall also indemnify the Authority and its employees from actions arising out of this e-Tender.

INTRODUCTION

AIRPORTS AUTHORITY OF INDIA DEPARTMENT OF COMMERCIAL CIVIL ENCLAVE, JODHPUR

**E-tenders are invited for award of “Short Term License (Under Stop Gap Arrangement)
For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur”.**

1. Airports Authority of India is (“AAI”) is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-tender for **“Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur”**
3. AAI came into existence on 1st April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
 - Design, development, operation and maintenance of passenger terminals.
 - Development and management of cargo terminal at international and domestic airports.
 - Provision of passenger facilities at terminals like Duty Free Outlets, Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxi etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
6. M/s Indigo, M/s Air India and M/s Air India Express operating at this airport.
7. Passenger Traffic data of the airport can be viewed at AAI website <https://www.aai.aero>.

AIRPORTS AUTHORITY OF INDIA

CIVIL ENCLAVE, JODHPUR

NOTICE INVITING E-TENDER

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

Name of Facility	Space Area	Tender Processing Fees	Earnest Money Deposit (EMD)	Minimum Reserved License Fees (MRLF) / Minimum Monthly Guarantee (MMG)
<u>Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur.</u>	License Location: Departure – 6 sqm Arrival- 5.9 sqm SHA (1st floor)- 6.75 sqm Total area- 18.65 sqm	Rs.10,000/- (Rupees Ten Thousand only)	Rs. 1,00,000/- (Rupees One Lakhs Only)	Monthly Minimum Guarantee of ₹ 6,05,164/- (Rupees Six Lakhs Five Thousand One Hundred Sixty Four Only) + Applicable GST + 10% of normal space license fee as Common Area Maintenance Charges.

Note:

- (a) Offer 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.
- (d) Monthly license fees shall be the quoted license fees. The quoted license fees is subject to annual escalation as detailed in NIT
- (e) In addition to the License Fees, the selected bidder shall be liable to pay:
 - (i) Common Area Maintenance Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent is is **Rs. 1,080/- Per Sq. Mtr. per month** for A/C space and **Rs. 720/- Per Sq. Mtr. per month** for Non – A/c space. From **01.04.2026**, these rates are subject to **annual escalation of 7.5%** compounding rounded off to nearest multiple of **10 Rupees on 1st April of every year** or as may be notified by AAI from time to time) for allotted space.
 - (ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
 - (iii) Utility 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 which is **Rs. 12.05** per unit at present.

2. Location Details: Indicative location drawing of concession area layout along with detailed schedule of premises specifying areas at Appendix 3 & 4
3. **Period of Concession:** 03 Months or Commencement of Master Concession of F&B, Whichever is earlier.
4. **Rate of Escalation:**
 - (a) License Fees shall be subject to annual escalation of 10%.
5. The prospective bidders are requested to go through the tender conditions and visit the site /airport to assess the feasibility of business /undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee shall be entertained by AAI at any stage for whatever reasons.
6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.
7. **Business Incubation Period**
 - (i) Business incubation period shall mean a **period of 07 days**, from the date of issuance of LoA, in which the concessionaire shall fulfil the post award contract formalities (like acceptance of the LoA, submission of security deposit, signing of agreement etc.) as shall be mentioned in LoA (Letter of Award). The site shall only be handed over after fulfilment of above formalities within the business incubation period
 - (ii) The sites shall be handed over to the licensee/concessionaire on or before expiry of the Business Incubation Period, upon fulfilment of contract formalities to be done by the licensee during business incubation period. If the licensee fails to complete the post-Award formalities which are pre-requisite for handing over of site, or fails to turn up to take over the sites then the Gestation Period will be deemed to have commenced on the day consequent to the date of expiry of Business Incubation period and extension thereof, if any, approved by Competent Authority.
8. **Handing Over of Sites:**
 - (a) Sites will be handed over to the selected bidder on or before expiry of the Business Incubation Period, upon fulfilment of contract formalities to be done by the licensee during business incubation period.
 - (b) If the licensee fails to complete the post-Award formalities which are pre-requisite for handing over of site, or fails to turn up to take over the sites then the gestation period will be deemed to have commenced on the day consequent to the date of expiry of Business Incubation period and extension thereof, if any, approved by Competent Authority.
 - (c) In case tender process has been completed and successful tenderer has been awarded LOA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than **7th day** of expiry of incumbent license or access date (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.
9. **Gestation Period:**

- (a) Gestation period of **15 days** or actual commencement of commercial operation, whichever is earlier, 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 favor 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 applicable gestation period.

10. Eligibility / Experience Criteria:

a) **Technical Eligibility Criteria:**

- No prior experience of **F&B** is required subject to the condition that the successful bidder will obtain all the requisite statutory / regulatory permission & certification etc. within the gestation period mentioned in NIT. *In case of failure in obtaining the requisite statutory permission and certification etc. within the gestation period, the award will be cancelled.*
- **The prospective Bidder must have a current valid Security Clearance from BCAS for the tendered period to participate in the Short Term Tender.**

b) **Financial Capacity:**

- i. **Having Minimum Annual Turnover of not less than Rs. 72,61,968/- (Rupees Seventy Two Lakhs Sixty One Thousand Nine Hundred Sixty Eight Only).** The gross turnover should be in any one of the last 7 financial years. Turnover details, Profit & Loss account should be duly certified by a chartered Accountant / Statutory auditor.
- ii. In case of multiple businesses of bidder, the breakup of the turnover (certified by statutory auditor /chartered accountant) with the specific head as from the tendered facility should be submitted.
- iii. Duly signed **undertaking on the letter head** of the bidder regarding overall as well as break-up of turnover should also be submitted.
- iv. Certificate issued by Chartered Accountant / Statutory Auditor, with respect to net worth of the bidder, may be accepted for ascertaining positive net worth (or as specified in the tender document) of the bidder.

10.1 **The UDIN number shall be invariably mentioned in all CA certificates.**

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

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

12. Any party either a firm or an individual falling under the following categories is not eligible:
- a) De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt. Deptt. etc. Allied firms of the debarred firms/entities are also not eligible for participation.
 - 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 the e tender.
 - d) If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices raised up to the cut-off date as specified in General Information and Guidelines para 3(f) of NIT, then the said entity may not be allowed in AAI tenders.

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

In the event of specific order / judgement from a Judicial Court / arbitral tribunal staying / withholding the realisation of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

- e) Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against agency and/or against our/its affiliates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, all such relevant details to be furnished).
- f) A declaration to the effect that the Tenderer does not fall under the 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 Affiliates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”

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

13. E-Tender documents indicating full details of the licence can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in
- The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in
 - The bids shall not be accepted in any other form
 - The e-tendering process is online at NIC CPPP E-Tendering Portal at etenders.gov.in
 - Tenderers are requested /advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in mentioned above.
 - Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
 - Cost of tender fees amounting to **Rs. 10,000/- (Rupees Ten Thousand Only)** shall be paid by the bidder before the scheduled time of e-tender submission through **online payment Gateway on CPP Portal** in favor of “**AIRPORTS AUTHORITY OF INDIA**”. No other mode of payment shall be acceptable
14. The amount of Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (Rs. One Lakhs Only)** shall be paid by the tenderers before the scheduled time of e-tender submission through online payment Gateway on CPP Portal in favor of “**AIRPORTS AUTHORITY OF INDIA**”. No other mode of payment shall be acceptable.
- A Copy of the proof /documents of the above payments (i.e. cost of tender document and EMD) made **online payment Gateway on CPP Portal** is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
 - Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
 - E-bids shall be submitted in two bid system as follows: -
 - Technical bid** - Earnest Money Deposit (EMD) and other documents as required under *clause 3* of the general information and guidelines of Notice Inviting Tender.
 - Financial Bid** - As required under *clause 4* of general information and guidelines of Notice Inviting Tender.

15. Critical Dates:

1	Date of publish of Tender document	17.10.2025 (1600 hrs)
2.	Start download/sale date of RFP/RFQ/Tender documents	17.10.2025 (1700 hrs)
3	Last download/sale date of RFP/RFQ/Tender document	24.10.2025 (1700 hrs)
4.	Last date of submission of queries to RFP/RFQ/Tender Document on CPP portal	19.10.2025 (1700 hrs)
5.	Reply to the queries by AAI on CPP portal	23.10.2025 (1700 hrs)
6.	Last date for online submission of bids/ proposals on e-tender portal	24.10.2025 (1700 hrs)

7.	Technical Bid Opening date	27.10.2025 (1100 hrs) (Tentative)
8.	Financial Bid Opening date	Shall be intimated through CPP Portal

*Note: In case, the date for submission of bids (along with last sale date of tender documents) and opening of technical bids is auto extended (by 1 or 2 weeks) in the CPP portal, then the date of opening of Financial bids is also to be considered as extended (by same duration, tentatively). However, actual date of opening of financial bids shall be communicated through CPP portal to qualified bidders

16. In case a party has deposited EMD and Tender Fees but did not participate in the tender process i.e., the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD deposited by the party will be refunded after deduction of 10% of EMD amount. **However, the Tender Fees shall not be refunded in this case.**
17. In case bidder withdraws from tender process before last date of submission of technical bid, 10% of EMD amount shall be forfeited.
18. After last date of submission of Bid, at any stage if a bidder/agency withdraws from tender process, entire EMD amount shall be forfeited, and the bidder is liable to be debarred from participation in any tender of AAI for one year.
19. The agency does not complete the post-award formalities of acceptance of Award letter, Submission of Security deposit and Execution of Agreement within the stipulated date after award of license/concession; entire EMD shall be forfeited and the bidder is liable to be debarred from participating in any tender of AAI for one year.
20. The agency submits false document(s) in the tender and his/their bid is rejected/tender is cancelled, entire EMD shall be forfeited and the agency shall also be debarred from participation in any tender of AAI for a period of two (02) years. Such a debarment shall also apply to the 'allied firms' of the debarred agency. To this effect, all concerns/entities which come within the sphere of effective influence of the debarred firms shall be treated as allied firms.
21. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
22. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
23. On acceptance of the tender, the name of the authorize representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated

AIRPORT DIRECTOR
CIVIL ENCLAVE, JODHPUR

E-Tendering guidelines to the bidders

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

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal click here or follow hyperlink given below:

<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>.

Bidders Manual Kit available for download at the hyperlink given below:

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>.

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

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4711 508, 0120- 4001 002, 0120-4001 005, 0120-6277 787. International Bidders are requested to prefix 91 as country code. Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787

E-Mail: support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: cphp-doe@nic.in
3. For any queries related to bid submission date extension, EMD, eligibility criteria, technical specifications etc. The bidder may please contact the concerned Bid Manger as mentioned in the tender document.
4. For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)
 - a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).
 - b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

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

S. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 03 Days	gmitqh@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
5.	Bid Manager		Vijo.coml@aai.aero	7357173800	0930-1800 Hrs. (MON-FRI)

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

1. The above mentioned help desk numbers are intended only for queries related to the issues on e-tendering portal and help needed on the operation of the portal.
2. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.

GENERAL INFORMATION AND GUIDELINES

1. NIT Documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder/ Tenderer :-
 - (a) The technical e-bid through e-portal.
 - (b) The financial e-bid through e-portal.

3. Technical Bid

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

- (a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per **Annexure: D**.
- (b) Self-attested copies of the PAN card, GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
- (c) Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of company as per the companies Act. All the certificates issued/ documents certified by Chartered Accountant/ Statutory Auditor must have UDIN generated by concerned Chartered Accountant/ Statutory Auditor.
- (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 Tender Processing Fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** and Earnest Money Deposit of **Rs. 1,00,000/- (Rs. One Lakhs only)** through Payment Gateway on CPP Portal. A copy of document indicating payment of Tender Processing Fee and EMD through Payment Gateway on CPP Portal is to be uploaded in the technical bid. Non-payment of Tender Processing Fee and EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

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

Refund of EMD:

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

(f) No Dues Certificate:**i. Self-Declaration of Dues:**

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

ii. No Dues Certification from AAI:

The party should also enclose the no dues certificate issued by AAI (**Up to 30th June 2025**) except where the dues are pertaining to current quarter i.e. The quarter in which tender 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 tender submission. Format as per **Annexure: I**.

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

(g) Form of unconditional acceptance duly signed (enclosed as **Annexure: C** along with tender documents).

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

(i) Declaration giving the details of blacklisting or debaring 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 & Financial Eligibility criteria as per **Annexure: E**.

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

(n) Documents supporting eligibility criteria.

(o) Scanned copy of complete set of e-tender document **containing 01 to 75** nos. of pages (duly signed and stamped by the authorized person)

(p) Copy of current valid Security clearance from BCAS for the tendered period.

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

Note:

- (i) One set of scanned copy of complete technical documentation comprising of documents as listed at clause 3 (a to p) above shall be uploaded in the technical bid.
- (ii) All the certificates issued/ documents certified by Chartered Accountant/ Statutory Auditor must have UDIN generated by concerned Chartered Accountant/ Statutory Auditor.
- (iii) By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws*.

4. Financial Bid

- (a) The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer:-

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

- (i) Earnest Money Deposit of **Rs. 1,00,000/- (Rs. One Lakhs only)** liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfil any of the conditions stipulated in e-tender documents, within prescribed time.
 - (ii) On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of One (01) year.
 - (iii) In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e-tender/ tender of AAI, for a period of two (02) years.
- (b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
 - (c) The AAI does not bind itself to accept the highest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the service at the rate quoted.
 - (d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
 - (e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

- (f) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the “Tie Bidders”), Authority shall invite fresh Financial Bids, as per Authority’s policy, from such Tie Bidders and shall identify the selected bidder from amongst such Tie Bidders, provided that the revised Financial Bids of such Tie Bidder(s) shall be no less favourable to Authority than their respective original Bids.
5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI’s tender(s) / e-tender(s) for a period of One (01) years, 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 **07 days** from the date of issuance of the award letter.
- (c) Payment of Security Deposit within **07 days** from the date of issuance of award letter, amounting to 03 months gross of license (based on 1st year license fee) fee as Security Deposit in the form of NEFT/RTGS or in the form of Bank Guarantee as per ANNEXURE - K with the validity upto the date of expiry of the License. However, Bank Guarantee from co-operative bank (even scheduled) or in the form of FDR is not acceptable.
- (d) The amount of Security Deposit shall be calculated by considering quoted license fee, space rent (wherever applicable), Common Area Maintenance Charges or **any other component etc. payable** by the licensee / concessionaire.
- (e) **Execution of the Agreement within 07 days** from the date of issuance of award letter (On the Stamp Paper of appropriate value, related cost to be borne by the licensee).
- (f) Commencement of the facility within gestation period.
- (g) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the “Tie Bidders”), Authority shall invite fresh Financial Bids, as per Authority’s policy, from such Tie Bidders and shall identify the Selected Bidder from amongst such Tie Bidders. Provided that the revised Financial Bids of such Tie Bidder (s), shall be no less favourable to Authority than their respective original Bids.
6. **Electricity Security Deposit:** The Concessionaire shall also deposit an interest free security deposit towards electricity charges, amounting to 5% of concession fee of the first 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. in the form of Bank Guarantee/DD/Pay Order/NEFT/RTGS.
7. In the event of revision in Concession Fee the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of 15 (Fifteen) days from the date of such notification of revision in Concession Fee is issued by the Authority.
8. Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of

the Authority under this shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms hereof.

9. Subject to the terms hereof, upon expiry of the Term or early termination of this Agreement, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any.
10. E - Tender(s) will remain valid for a period of 180 days from the date of opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in any tender of AAI for one year.
11. The tenderer(s) shall give the list of his near relatives employed in AAI.
12. 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.

13. 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 tender process, or after the issuance of LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:
 - (i) has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or
 - (ii) has made misleading or false representation in the forms, statements and attachments submitted; or
 - (iii) the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
 - (iv) One or more of the eligibility criterion have not been met by the Applicant; or
 - (v) The Applicant has made a material mis-representation; or
 - (vi) The Applicant has engaged a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - (vii) The applicant or its affiliates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India or any PSU or Government Departments during the last 5 years.
- (b) In the event of any of above fraud and corrupt practices coming to the notice of AAI at any stage, Then the LOA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for

a period of two (02) years, 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, forfeiture of the Security Deposit and debarment the agency from participation in AAI tenders for a period of two (02) years.
- (d) The debarment of the successful bidder/licensee in the above conditions shall also apply to the 'allied firms' of the debarred agency. To this effect, all concerns/entities which come within the sphere of effective influence of the debarred firms shall be treated as allied firms
- (e) 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.

14. Conflict of Interest:

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

- (i) the Bidder, or its Affiliate (or any constituent thereof) and any other Bidder or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

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

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

- (A) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (B) Subject always to sub-clause (A) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or

- (ii) a Bidder / Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or
- (iii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iv) such Bidder or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
- (v) such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
- (vi) such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party / parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

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

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

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

15. 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 equivalent to 3 months current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

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

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 15 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 and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

No Such damage charges are liable to be paid by the Concessionaire/contractor in case the 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.

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. No compensation is payable by AAI.

Set-Off Clause: “ In the event of a default or breach in payment of license fee or interest amount or any other amount 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 fullest extent, with prior notice of **7 (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 contract 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 purpose of this agreement, set off means adjustment of any outstanding due (s) of Licensee, with any amount of 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 / Airport premises.

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

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

18. AAI reserves right to reject any or all e-tender(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

**Photo of
the licensee**

SUBJECT: Grant of License for “Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur”.

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 **Civil Enclave, Jodhpur** represented by Airport Director, **Civil Enclave, Jodhpur** 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 **Civil Enclave, Jodhpur** for the purpose of **“Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur”** so as to provide amenities and facilities to the passengers and visitors at **Civil Enclave, Jodhpur** 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 **03 months** from _____ to _____, unless terminated earlier on account of following:
 - (A) By giving **15 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
03 Months	_____ + GST applicable on time

3. **Rate of Escalation:**

A. License Fees shall be subject to annual escalation of 10%.

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

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

Wherever the billing is dependent on passenger data/ any other data and provisional billing is already done every month on 1st in advance, the invoices for true-up data shall be raised by 10th of succeeding month on the basis of pax data or actual data submitted by the concessionaire/ agency. (This para to be strucked out if not applicable viz. in cases of billing on MMG/Fixed License fee).

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

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

5. Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is **INR 1,080/- per Sqm. per month (for A/C space) and INR 720/- per Sqm. per month (for Non-A/C space) w.e.f. 01.04.2025** subject to annual escalation of 7.5% **compounding rounded off to nearest multiple of 10 Rupees** on 1st April of every year **or as may be notified by AAI from time to time) for allotted space**. That in addition Licensee is also liable to pay, if applicable as per tender conditions, space rent of Rs.1,080/- per Sqm per month for A/C space and INR 720/- per Sqm per month for Non A/C space.

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

6. That in addition to the above said licence 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.

7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
8. That the Licensee shall make payment of license fee etc. either by Virtual Account Number (VAN), cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.
9. That the licensee shall submit Performance Security Deposit, amounting to 3 months equivalent gross Concession fee of the First year (1st year) to AAI as an interest free security Deposit. A sum of Rs...../- i.e. an amount equal to (03) months of license fees (based on 1st year license fee) as Security Deposit in the form of Demand Draft / Pay order / RTGS/NEFT/Bank Guarantee in favor of Airport Director, AAI Civil Enclave, Jodhpur. Security Deposit to be furnished in the form of BG only to be issued by scheduled Bank having a validity period upto the date of expiry of contract. However, BG from co-operative Bank (even scheduled) or in the form of FDR is not acceptable.

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.

10. 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.
11. That in the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (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.

12. That the Licensee shall also liable to make the payment towards security deposit in respect of

electricity charges equivalent to 5% of annual licence/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.

13. 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.
14. 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.
15. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
22. The licensee must necessarily operate the contract for minimum 20 % of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI

for minimum period of **01 (one) year**.

23. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for two (02) years for participation in AAI tender. However, in case the licence 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.
24. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 15 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 **15 days'** notice in writing without assigning any reason thereto.
- 25. 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 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 equivalent to 3 months current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

(C) **Termination for convenience:**

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of 15 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 and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the

Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

No Such damage charges are liable to be paid by the Concessionaire/contractor in case the 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.

(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.

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

- (i) After the contract expires/terminated, the licensee shall stop business and shall vacate the premises within a period of maximum 07 days (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee.
- (ii) If the licensee ceases business operations but fails to vacate the premises within 07 days of expiry of contract, double the amount of normal notified space rent of that area shall be charged from date of expiry/termination of license till the date of vacation.
- (iii) If licensee ceases business operations but fails to vacate even after 15 days, the licensee ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available Security Deposit along with outstanding dues, if any. Authority shall also be at liberty to dispose off the leftovers/goods/materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.
- (iv) In case, the licensee continues the business operation even after expiry of the contract period exponential penalty @ double the License fee shall be levied and eviction process as per AAI Act etc. shall be initiated.

27. 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.

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

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

30. Novation Clause:

Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation,

maintenance, development etc., of the Airport to a third party under PPP model or in any manner as may be decided by AAI / Government of India, then the Authority shall have the right to assign / novate / alter this agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment / novation / alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment / novation / alteration and the rights and obligations of Authority under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The Parties, along with relevant third Party shall execute necessary documentation or put in place necessary agreements for the foresaid assignment / novation / alteration as and when need arise.

31. **Set-Off Clause:** “In the event of a default or breach in payment of license fee or interest amount or any other amount 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 fullest extent, with prior notice of 7 (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 contract 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 purpose of this agreement, set off means adjustment of any outstanding due (s) of Licensee, with any amount of 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 / Airport premises

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

33. Obligations relating to Transfer:

The Authority agrees that during the period of this Agreement, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that;

- (a) Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer / novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and
- (b) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

Signed by _____ Airport Director, Airports Authority of India, **Civil Enclave, Jodhpur** 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 licence fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with 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.
 - (a) 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, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs. 1,000/- per day for each default upto 07 days & thereafter Rs. 2,000/- per day or any amount decided by competent authority and can take other actions including termination of the licence.

9. The licensee shall comply with the requirements of all standard health clauses including those given below:
 - a. The 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 (e), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.
10. The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in

respect of 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 2.5kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of business.
 - (b) No inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
 - (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
12. The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
13. The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the licence.
14. (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
 - (b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
 - (c) The licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the 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 licence 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 F&B 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 Airport Director of the Authority or his authorized representative.
21. If any strike or lockout affecting the operations in the Airport or in any airline, due to which Licensee's business is affected, the authority shall not be liable for any loss suffered by the licensee. However, pro-rata rebate in the License fee shall be considered by the Tender Accepting Authority, in the following situations:-
 - (a) Ban on visitor entry at the airport continuously for 03 days (if the location of the commercial facility is in visitor concourse area);
 - (b) Closure of the Airport by AAI for total operation, due to any reason, continuously for 03 days;
 - (c) Complete suspension / interruption by all scheduled flight operations continuously for 07 days.

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

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

Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.

24. The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the licence 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 licence period or on termination of the licence 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.
26. The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favor of the licensee but shall be construed to be only as a licence 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. **Dispute Resolution Mechanisms**

- 29.1 All disputes or differences (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI Act, 1994 and the rules framed there-under which are now enforce or which may hereafter come into force are applicable) which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) (the “Dispute”) thereof shall be dealt with as provided hereinafter:
- 29.2 **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.
 - 29.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (29.3) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

29.2.2 Unless to proceed to perform their respective obligations under the agreement.

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

(a) When the amount involved is above **Rs 50 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.

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

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

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

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

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

29.3.5 The venue of such arbitration shall be RHQ, NR and the language of arbitration proceedings shall be English.

29.3.6 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 22 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.

29.3.7 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.

29.3.8 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.

29.3.9 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.

30. Adjudication by Regulatory Authority or Commission

30.1 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 this Clause 30.1, 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.

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

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

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

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

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

Note: This clause is only applicable for Category Mega/A/B/C Airports - Strikeout this clause in case of tenders for 'D' and 'Other' category of Airports.

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

~~Security Clearance:— The selected Bidder/Licensee/Concessionaire shall apply to Bureau of Civil Aviation Security (BCAS) for Security Clearance, within a period of 10 days (30 days in case the Bidder is to form SPV as per RFP conditions) from the issuance of LOA and submit copies thereof to the Authority.~~

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

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

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

(SIGNATURE OF THE LICENSEE)

SPECIAL TERMS & CONDITIONS

1. The space shall be allotted for **“Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur”**
2. The Licensee shall use for the purpose for which it has been allotted. The successful tenderer(s) shall operate the facility throughout the operational hours of the Airport. The item-wise rates are to be displayed prominently in the premises for Customers.
3. Licensee shall comply, at its own cost and expense, with all Central , State and Local laws now or hereafter in force, which may be applicable to the operation of its business, shall obtain and pay for all necessary licenses and permits; and shall pay all fees and charges assessed under all applicable laws and rules.
4. On allotment, party has to do all interior works and exterior partition including lockable gate with the specification approved by Airport Director. No permission will be granted to remove the structure/fixture which will damage or change the structure/status of place unworkable. The interior and the color scheme should match with the ambience/aesthetic of airport premises, before erection/construction of the shop, the same should got approved from the Airport Director beforehand. The furniture to be used by the concessionaire shall be aesthetically pleasing and matching with the interior/décor of the Airport and the same should be got approved from the Airport Director. Structure/Partition should be made fire retardant material.
5. In case of bare space handed over to the agency on which the agency has to construct their infrastructure, it shall be measured on the basis of bare space area allotted to the agency. The structure made by the agency should be within the allotted bare space. Any extra area (up to 10%) occupied by the agency for furthering its concession activities and found subsequently by AAI shall be charged on pro rata basis. In case extra area is beyond 10%, licensee will be charged at double the pro-rata amount. The height of the outlet should ideally be restricted to 10 ft. or availability of height, as the case may be.
6. AAI reserves to itself the right to close/reduce any area for modification/works due to Security/ Operational/ expansion/ construction work, requirement. The selected bidder shall have no claim for monopoly and the Authority shall be at liberty to permit/provide catering/Staff Canteen/F&B/Retail facilities at other area(s)/location(s) in Terminal Building or Outside the Airport area as may be necessitated by demand or so desired by the Authority.
7. The Authority shall, at all times, during the Term, have the right to alter /revise the measurement of the space allotted, for any reason whatsoever, in its sole discretion and the Licensee shall not have objection in relation to the same. Upon occurrence of any such event, the License Fee shall be revised in accordance with provisions in the tender document.
8. The Authority shall, at all times during the Term, have the right to change the location of the space allotted within the Airport, at any time and at its discretion to call upon the Licensee to vacate the space allotted. The Authority shall provide an alternative space to the Licensee within the Airport for the purposes of this Licence. In such an event, the Licensee shall be bound to immediately vacate the space allotted and accept the alternate space. The decision of the Authority in this regard shall be final and binding on the Licensee.

9. The entire expenditure on such shifting shall be borne by the Licensee and the Licensee shall not be entitled to claim any compensation or revision in the Licence Fee on that score.
10. In the event of modernization or construction of terminal building has been taken over by AAI for any other infrastructure requirement, AAI will provide a 30 days' notice in advance to the Licensee to relocate to the alternate location at their cost. Further if the business potential changes due to such relocation the Licensee will have the option to exit by serving the required notice period as per license agreement without any demurrage charges
11. The concessionaire shall not assign, sublet or grant any Licence in respect of the locations or any part thereof nor part with or share the possession or occupation of the location or any part thereof without the prior written approval of the Authority
12. Tariffs Rates: Intention of AAI is to provide quality services at the reasonable rate. Rate list should be submitted to AAI for consent and record. Items should not be sold above MRP. Where MRP is not mentioned, determined Rates are to be based on market conditions and submitted to AAI. The Tenderer is expected to maintain Rates comparable to those prevailing in the 3-4 star Hotel/Shopping Mall in nearby Town/City. Any increase in subsequent years will be as per the consent of AAI based on the market conditions. However, the prospective Concessionaire shall have to make a provision for sale of low cost Tea/Coffee, (Rs.15-20/25-30) (price between economical range) for the pax/visitors/meeters & greeters, who do not intend to purchase premium quality items at Airport.
13. The licensee must have provision to provide printed bill to the passengers/users on account of using subject services. The Concessionaire shall accept major credit cards/ debit cards/ e-wallet as a means of payment and shall not add any surcharge to the price nor impose a minimum spending requirement when credit cards are offered as a means of payment.
14. The Licensee may be permitted to serve coffee/tea to the employees/staff of AAI/CISF at the terminal building at a fixed time for which AAI shall issue Airport permit. Sales of alcoholic beverages in any form are prohibited in Snack Bar.
15. The License will ensure proper hygiene and quality of food & beverages sold the quality must conforms to FSSAI/ State Govt. & Central Govt. statutory bodies for Quality parameters.
16. The concessionaire shall not sell, exhibit or display any goods or services of any description other than the F&B items, without the prior written consent of the Authority. The Concessionaire shall not use, display or distribute any publicity material including pamphlets, brochures, leaflets, price lists etc. which are not directly related to the concession and the decision of the Authority in this regard shall be final and binding on the Concessionaire.
17. The Licensee shall not be permitted to sale any form of Alcoholic Beverages, tobacco item, Gutka, Cigarettes, etc.
18. The licensee shall not use any plastic cups/glasses which are banned. The licensee shall use cutlery and disposable items of high quality. The licensee shall take all steps in banning the non-recyclable plastic and adapt single use plastic in and around Airports premises paving the way for an environment-friendly Airport.
19. The Licensee should deploy adequate manpower for proper and quick delivery of food items. Quality of food served should be maintained at the highest level.

20. The Licensee shall not be entitled to any reduction in License Fee in the event of any or more flights operating from or to the airport are cancelled, thereby affecting the business of Snack Bar.
21. The Licensee shall ensure that the passengers are not coerced/persuaded for availing the services from the licensed facility. No canvassing shall be permitted. The services shall be purely optional which could be availed by the desirous/needy passengers only. AAI officials may inspect the allotted premises and verify the billing etc. at any time. The Licensee shall maintain a complaint book at the allotted counter and the same should be easily accessible for recording of suggestions/complaints which shall be kept open for inspection by the Airport Director or his authorized representatives.
22. The Licensee shall keep the premises in a clean and tidy condition and open to inspection to the satisfaction of AAI. Licensee shall abide by all other statutory and government regulation. Any advertisement on the cutlery equipment (other than the name of the licensee) is not permitted except with specific approval of the Airport Director. Further display of any advertisement shall not be permitted in the earmarked area, however, the prospective Licensee shall be allowed to put their logo or name of the Agency in the fascia of the Counter, which shall not be more than 12 sq ft. in any case.
23. 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.
24. The Concessionaire shall not leave any waste materials or other refuse in or near the space/premises at all times and which waste materials or other refuse shall be removed with extreme care and shall be disposed of in accordance with the Authority's directions immediately at such places as may be designated by the Authority and not any other places within the Airport.
25. The Licensee shall be solely responsible for any damage claim and/or liability arising out of the above activities.
26. The licensee shall employ well-groomed persons with pleasing personality and communication skills in Hindi, English and local language of the Airport. The employees of the Licensee while on duty at airport should in the uniform provided by the Licensee at the Licensee's cost and should wear the identity cards along with name badges.
27. Licensee shall be responsible for all safety & security of his premises. Authority shall not be responsible for any claim for users/employee etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claims if any. Prior approval of AAI is required to be obtained for any structure to be erected.
28. No alteration and addition are to be made in the premises without prior and written permission of the Authority. The licensee shall not modify/alter any permanent electrical facilities/fittings in Premises.
29. The licensee shall comply with all applicable laws, ordinance, Rules & Regulations prescribed in Contract Labour Act 1970, EPF Act 1952, ESI Act 1948; Payment of Wages Act 1936, and Minimum Wages Act 1948 and Workman Compensation Act 1923 in respect of this contract and shall pay at his own cost all charges in connection there with.

30. The licensee shall strictly comply with the safety norms of AAI and as per rules and regulations of BCAS Security.
31. 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
32. 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 ay 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.
33. The Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quality, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases. The Licensee shall decorate and furnish the concession space and front fascia in a manner which will be approved by Airport Director of the authority and shall furnish/decorate the interior of the concession space at such time and in such manner as may be directed by the Airport Director.
34. Licensee shall protect, indemnify, and save harmless airport, and/ or its employees from any damage or penalty suffered, imposed, or incurred by reason of the violation, disregard, or breach of any applicable law, order, or regulation, or by reason of any act or neglect, or omission of Licensee, or by employee of the licensee in relation to the premises
35. The agency shall make arrangements to keep necessary equipment in the said facility to run the business smoothly. No modification/renovation/erection work should be carried out without prior approval of Airport Director. AAI shall impose penalty if the licensee violates the conditions regarding sale of items, violation of MRP and resorts to any additional item. Any sale of unauthorized items by the Licensee shall be considered seriously and AAI shall impose penalty for selling unauthorized items or for unsatisfactory performance. Also AAI may take action against the Licensee for termination of the Licence forthwith.
36. The licensee shall not unless with the written consent as aforesaid assign or transfer the license or any part thereof. The licensee should abide by all the terms and conditions and Rules and Regulations of AAI as maybe enforced from time to time.
37. Only space is allotted for the said business in said area within which the agency has to make their own arrangements for their business. Any aerial/ground occupation in addition to area needs prior approval of Airport Director. If allotted, is chargeable in pro-rata basis.
38. Any clearance/permission/licence (such as food license etc.) shall be obtained by the licensee from the Govt. agencies/local authority etc. for running the subject facility before commencement of the service. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.
39. AAI will not be responsible for any monetary loss due to poor business etc. and no request for

reduction of license fee will be accepted. Storing of material above the false ceiling is prohibited. Storing of liquid fuel of any type is strictly prohibited. All relevant fire norms of AAI/State/Local authority is applicable and the licensee has to abide such rules. The above special terms and conditions shall form part of agreement.

40. Licensee shall fix the Electricity meter at his own cost for the area for which electricity charge is applicable.
41. Liquefied Petroleum Gas (LPG) Cylinder is not allowed for cooking, only electrical induction / oven etc. allowed due to safety reason.
42. The following penalties will be imposed, against the irregularities, to the licensee or staff of licensee; However, the Airport Director has the power to decide the quantum of penalty or any change thereof:

Imposition of Penalties - guidelines regarding

Sl. No.	Offence/Violation	Penalty in (Rs)
1.	Smoking in public area except where designated smoking chambers or areas are established.	1500
2.	Spitting in airport premises	1000
3.	Misuse of passenger baggage trolley	1000
4.	Using language likely to cause offence /annoyance	2000
5.	Throwing loose papers, plastic cups or glass etc. in airport premises	1000
6.	Non-display of Photo Identity Cards while entering in to or being in the terminal or operational area.	1000
7.	Transportation of overloaded airline baggage containers in operational area.	1000
8.	Vehicle/ equipment operating without anti-collision light/obstruction inside operational area.	2000
9.	Parking of vehicle/ equipment in no parking area on kerb side and city side including approach road within airport premises.	500
10.	Un-authorized entry into terminal building or operational area.	3000
11.	Rash driving/over speeding in operational area	3000
12.	Driving in operational area while being in state of intoxication	5000
13.	Causing public inconvenience, unruly behaviour or creating nuisance in public area	1000
14.	Organizing or taking part in any public assembly, demonstration, dharmas or procession likely to obstruct or interfere with proper use or orderly functioning of airport	5000
15.	Display of banners, flags, posters ,emblems or write slogans in or around terminal	5000
16.	Obstruction of authorized persons in the discharge of his or her duties	5000
17.	Dumping garbage in operational area.	3000
18.	Vehicle/equipment left unattended in operational area outside designated parking area/hard stand for ground support equipment/vehicles.	2500
19.	Vehicle/equipment not following vehicular lanes on Apron.	1500
20.	Vehicle/equipment/ person obstructing aircraft movement	5000
21.	Crossing/operating vehicle/ equipment close to active runway/ taxiway without permission	5000
22.	Vehicle/equipment operation in the operational area without permit (ADP)	5000
23.	Damage, display, deface or alter any building structure or other property of AAI whether movable or immovable. Besides penalty, action to be taken to recover the loss from the defaulter or his/her organization	5000
24.	Photography and film shooting/ videography at airport without permission	5000
25.	Commercial activities at airport without permission	5000

43. The licensee shall not unless with the written consent as aforesaid assign or transfer the

license or any part thereof. The licensee should abide by all the terms and conditions and Rules and Regulations of AAI as maybe enforced from time to time.

44. Only space is allotted for the said business in said area within which the agency has to make their own arrangements for their business. Any aerial/ground occupation in addition to area needs prior approval of Airport Director. If allotted, is chargeable in pro-rata basis.
45. AAI will not be responsible for any monetary loss due to poor business etc. and no request for reduction of license fee will be accepted. Storing of material above the false ceiling is prohibited. Storing of liquid fuel of any type is strictly prohibited. All relevant fire norms of AAI/State/Local authority is applicable and the licensee has to abide such rules. The above special terms and conditions shall form part of agreement.
46. Licensee shall fix the Electricity meter at his own cost for the area for which electricity charge is applicable.

47. SECURITY DEPOSIT

- (a) The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority an interest free security deposit for the entire Term, equivalent to 03 months concession fee for the First (1st) year to AAI as an interest free security Deposit. The SD amount equivalent to 3 months concession fee to be submitted in the form of DD/PO/RTGS/NEFT/Bank Guarantee. The SD amount equivalent to 3 months concession fee to be submitted in the form of BG from any scheduled commercial bank (Bank Guarantee from co- operative bank, even scheduled, OR in the form of FDR will not be accepted). The validity of the BG shall be upto the date of expiry of contract.
- (b) In the event of revision in Concession Fee, the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of 07(Seven) days from the date of such notification of revision in Concession Fee is issued by the Authority.
- (c) Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority under this Clause shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms hereof.
- (d) Subject to the terms hereof, upon expiry of the Term or early termination of this Agreement, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any.

48. OBLIGATIONS AND UNDERTAKINGS BY THE LICENSEE

The Licensee hereby covenants to the Authority, the following:

- (a) The Licensee shall, without prejudice to the other obligations set out in this Agreement, adhere to the terms and conditions, service descriptions etc. as set out in the agreement.

(b) The Licensee shall, at its own cost and expense, observe, undertake, comply with and perform, in addition to and not in derogation of its other obligations set out in this Agreement, the following:

- i. To make necessary arrangement for finance, design, installation, construction and commencement of the Licence in accordance with the provisions of this Agreement.
- ii. To pay all charges towards utility/facilitation, consumption of electricity etc. as may be due and determined by the Authority and at the rate(s) fixed by the Authority from time to time, within the date(s) specified in the bill(s), on actual.
- iii. To equip itself with all necessary permits, licences and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Concession.
- iv. At all times, during the currency of the Agreement, obtain proper and appropriate insurance coverage including but not limited to fire, theft and burglary in respect of all the movable and immovable assets stored or used at the space allotted and the Authority shall not be responsible for any loss or damage caused to the Licensee or any third party on any account whatsoever.
- v. Shall not use the space allotted for any other purpose other than for the purposes of Licence.
- vi. Shall observe, perform and comply with all rules and regulations of the Shops and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any Applicable Law 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 shop is located.
- vii. Shall maintain the space allotted 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 Space Allotted is not maintained in reasonably clean condition by the Licensee, the Airport Director shall have the power to get the same cleaned at the risk and cost of the Licensee and recover liquidated damages as decided by Airport Director and can take other actions including termination of the Licence under this Agreement.
- viii. Shall, upon expiry of the Term or early termination, deliver the possession of the Space Allotted in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority and remove its goods and other materials from the space allotted immediately.
- ix. Any stoppage of services due to reasons arising out of negligence, mishandling, mismanagement by the Licensee or its workforce, shall have to be made good by the Licensee within 24 hours of such damage.

(c) The Authority hereby covenants to the Concessionaire, the following :

- (i) Grant the Licence and provide the space and right of way to access the same, to the Licensee and its authorized representatives.
- (ii) Subject to the sole discretion of the Authority, provide assistance and cooperation to the Licensee, wherever required and specifically requested by the Licensee.

49. REPRESENTATION AND WARRANTIES

(d) The Concessionaire hereby represents and warrants to the Authority that-

- (i) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- (ii) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- (iii) It has taken all permits and consents, whether in relation to the business, environment, labour, etc. as may be required to be obtained by the Concessionaire under Applicable Law and is not in breach of any of the terms and conditions as may be required to be adhered to by the Concessionaire under the Applicable Law.
- (iv) It has the financial standing and financial and technical capacity to undertake the Licence in accordance with the terms of this Agreement.
- (v) This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof.
- (vi) The information furnished in the Bid and the Tender is true and accurate in all respects as on the date of this Agreement.
- (vii) It shall at no time undertake or permit any change in ownership except with prior permission of AAI.
- (viii) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its charter documents and constitution documents of any of its shareholders or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- (ix) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it or its shareholders at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.

(e) The Authority hereby represents and warrants to the Concessionaire that.

- (i) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry-out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement.
- (ii) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (iii) It has good and valid right to allot space and has power and authority to grant a Licence in respect thereto to the Licensee.

50. TERM

- (a) This Agreement shall become effective and shall remain valid and subsisting in full force for a period of 06 months [extendable for a period of another 06 months, (if required) from the date of expiry of the Gestation Period ("Term"), until the date of termination of this Agreement in accordance with the provisions hereof.
- (b) Save and except the provisions contained under NIT, it is hereby agreed between the Parties that the initial period equivalent to 20% (Twenty percent) of the Term shall be observed as the lock-in period for the Licensee ("Lock-in Period"), during which the Licensee shall not have the right to terminate this Agreement.
- (c) The Licensee shall operate “**Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur**” as per the specification of this Agreement. The H1 quoted licence fee will be applicable only after the expiry of the gestation period or commencement of Licence whichever is earlier. If the agency failed to commence the operation LOIA will be revoked, EMD will be forfeited and will be debarred from AA1 tenders for a period not exceeding two (02) years.

51. TERMINATION

- (a) **Termination by Authority in the event of Default:** The Authority shall have the right, at its sole discretion, to terminate the Agreement, at any time during the Term, upon serving a written Notice of termination for **Fifteen (15) days** to the Concessionaire, for the event of default set out as below
- (b) If the outstanding dues exceeds more than One (01) months licence fees and agency fails to recoup the equivalent amount of SD within 15 (fifteen) days of demand notice received from AAI amount after AAI adjusts the same.
- (c) Failure/Negligence of the agency to discharge the scope of work as set out in the NIT even after 03 notices from AAI.
- (d) Due to unsatisfactory performance of the agency and more than 10 verified irregularities reported in a month will be sufficient reason to consider serving the notice of unsatisfactory performance. If the reply to the notice of unsatisfactory performance is not satisfactory AA1 will have the right to serve the notice of termination.
- (e) causing or using the space allotted for any purpose other than for the purposes of Licence and this Agreement or

- (f) breach of any of the representations, warranties, covenants and obligations of the Licence as set forth in this Agreement or
- (g) any loss, damage, fine, penalty or expenses incurred by the Authority due to any violation of any Applicable Law by the Licensee or
- (h) Insolvency or bankruptcy of the Licensee or appointment of receiver for the assets of the Licensee or
- (i) change of ownership of the Licensee in violation of **Clause 40** below or
- (j) sub-contracting without the prior approval of the Authority or
- (k) failure to perform the obligation under this Agreement due to any final judgment or court order and such judgment or order has a material adverse effect on the arrangement contemplated in this Agreement or
- (l) failure to replenish the Security Deposit in terms of **Clause 37 (b)** above or
- (m) failure to pay the Concession Fee more than 03 months or
- (n) Failure to commence the License services upon expiry of Gestation Period of 60 (Sixty) days provided in NIT.
- (o) In case of the termination occurred due to any of the above reasons (**Clause 37(a) to 37(n)**) before the expiry of the minimum lock-in-period, action in line with **clause 25 (C)** of License Agreement shall be taken.
- (p) AAI also reserve the right to terminate the contract on short notice if the situation warrants or the continuation of the Licensee is against public interest or the interest of AAI. In such an event the Authority shall be entitled to forfeit the entire Security Deposit available with AAI and debar the agency for a period of 03 years to participate in any of the tenders issued by Airports Authority of India.
- (q) **Termination by the Concessionaire/Licensee:** The Licensee shall have the right to terminate the Agreement at any time after the expiry of the Lock-in Period, upon serving a written Notice of termination for 15 (Fifteen) days to the Authority. This shall be subject to provisions laid out in clause 25(C) of License Agreement.
- (r) Upon termination of the Agreement under this **Clause 37**, the Licensee shall hand over free, vacant and peaceful possession of the Space allotted to the Authority, along with furniture, fittings, equipment and installations, if any, provided by the Authority within a period of 07 (seven) days from the date of termination ("Transition Period"). In the event, the Licensee fails to hand over the free, vacant and peaceful possession of the space allotted within the Transition Period, the authority shall be entitled to charge penalty equivalent to double the Licence Fee per month as damages. Further, the Licensee shall remove all its goods and other materials from the space allotted and the Airport immediately, failing which the Authority shall have the right to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 (ten) days, the Authority shall be at liberty to dispose of the goods/materials of the Licensee by public auction to recover the cost and the Licensee shall not be entitled to raise any objection in such eventuality.

- (s) On the date of expiry of the **Transition Period** or date of handover of the space allotted in the manner set out in **Clause 37** above, the Licensee shall hand over the access cards, identity cards and every such document and data to the Authority, which may facilitate the Licensee and its employees, officers, staff members, etc. an access to the space allotted or the Airport.
- (t) Upon termination of this Agreement in terms of **Clause 37 (q) & 37 (r)** above, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any, on the date of expiry of the Transition Period.
- (u) The termination of this Agreement shall not prejudice or affect the accrued rights or claim and liabilities of the Parties prior to and on the date of termination.

52. FORCE MAJEURE

It is hereby agreed that in the event the space allotted or any part thereof be destroyed or damaged for reasons beyond the control of the Authority or force majeure conditions including but not limited to act of god, earthquake, adverse government action, tempest, flood, lightning, violence of any army or mob or enemies of the country or by any other irresistible force so as to render the space allotted unfit for the purpose and the Concessionaire is prevented from using the same for a period of 30 [Thirty] days or more due to any of the above mentioned reasons or due to any action or regulation of any concerned authority then, the Parties shall have an option to terminate this agreement in terms of **Clause 25** of this Agreement.

53. DISCLAIMER

- (a) The Licensee acknowledges that prior to the execution of this Agreement, the Licensee has, after a complete and careful examination, made an independent evaluation of the Tender, the Licence, Space allotted, existing structures, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Other than the representations made in NIT the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Licensee confirms that it shall have no claim whatsoever against the Authority in this regard.
- (b) The Licensee acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 39 (a) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Licensee. Further, any such mistake or error shall not make the Agreement voidable. All risks relating to the Licence or arising out of this Agreement shall solely be to the account of the Licensee and the Authority shall not anytime be liable in this regard.

54. CHANGE IN OWNERSHIP / CONSTITUTION

- (a) The Licensee shall not, during the Term, undertake or permit the following, except with the prior written approval of the Authority:
 - (i) any change in ownership, corporate restructuring, etc. resulting in change of control including any restructuring approved by a judicial forum or

- (ii) transfer of business by way or sale, slump sale, business transfer including any transfer by way of an order passed by a judicial forum, or
 - (iii) Change in constitution of the Licensee.
- (b) Notwithstanding anything contained in this Agreement, the following shall constitute change of ownership:
- (i) any acquisition / transfer of equity shareholding / partnership of the Licensee, either directly or indirectly, in aggregate of more than 50 % or more of the total equity / partnership of the Licensee and
 - (ii) Acquisition of control, either directly or indirectly of the board of directors / management.
- (c) For the purposes of this Clause, the term 'control' shall mean transfer of the direct or indirect beneficial ownership or control of any entity, whether in India or abroad, which results in the acquirer acquiring control over the shares or voting rights of shares or of the board of directors or of the management and policies, as the case may be, of the Licensee.



55. The Special Terms and Conditions above shall form part of the Agreement.

Note: It may be noted that the licensee shall be allowed to operate the facility in Security Hold Area only after BCAS clearance / approval from other regulatory agencies is obtained.

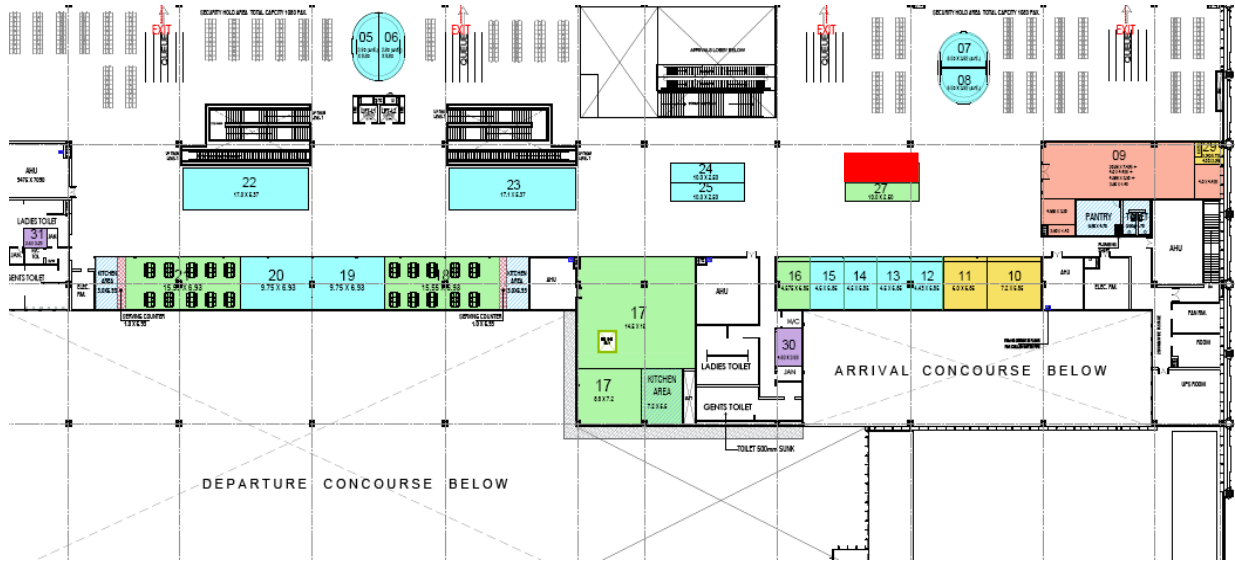
CONCESSION AREA LAYOUT


Layout Ground Floor



S.No.	F&B Facilities	Area in Sqm
1.	 Outlet – Departure	06 Sqm
2.	 Outlet -Arrival	5.9 Sqm

Layout SHA- 1st Floor



S.No.	F&B Facilities	Area in Sqm
1.	 Outlet – SHA 1 st floor	6.75 Sqm

SCHEDULE OF PREMISES

Name of License: "Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur"

S.NO.	LOCATION	AREA ALLOTTED (in Sqm)	FACILITY
1.	Departure	6	F&B Outlets in Departure, Arrival & SHA
2.	Arrival	5.9	
3.	SHA (1 st Floor)	6.75	
Total Area		18.65	

(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 authorize Sh/ 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 Civil Enclave, Jodhpur,, India (the "Concession") proposed by AAI including but not limited to signing and submission of ll 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 MI.

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 OF20.....

For
(Signature, name, designation and address)

(Notarised)

Witnesses:

- 1.
 - 2.
- Accepted

(Signature).....

(Name, Title and Address of the Attorney)

Notes:

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

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be Legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ACCEPTANCE LETTER

(To be submitted in applicant letter head)

To,

Date:

Airport Director,

Airports Authority of India,

Civil Enclave, Jodhpur

Sub: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the “**Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur**” at Civil Enclave Jodhpur have been provided to me/us by airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us. Which shall form part of the contract agreement and I/we shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of **Clause 21** of Notice inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I / We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I/ We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/ We certify that I/ we or any of my /our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor. been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
9. I/ We hereby declare that:
 - (a) I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.

- (b) I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 13 of General Information and Guidelines** of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
- (c) I / We hereby certify that I / we have taken steps to ensure that, inconformity with the provisions of Clauses to of the RFE Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (d) I/ We do not have any conflict of interest in accordance with **Clause 14 of General Information and Guidelines** of the Tender Document.
10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
11. I/ We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.
12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter rising out of or concerning or relating to the Empanelment process including the award of work.
13. I / We confirm having submitted the Tender Processing Fee of **Rs. 10,000/-(Rupees Ten Thousand Only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
14. I / We confirm having submitted the EMD of **Rs. 1,00,000/- (Rs. One Lakhs only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
15. I / We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I/We shall have any claim or right of whatsoever nature if the contract is not awarded to me I us or our Proposal is not opened.
16. I//We agree and understand that the Earnest Money Deposit of **Rs. 1,00,000/- (Rs. One Lakhs only)** liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in E-tender documents, within prescribed time.
17. I//We agree and understand that on account of non-acceptance of award or on account of non-completion of E-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of **one (01) year**.
18. I//We agree and understand that in case the documents submitted by my/our firm along with E-tender are false / incorrect, the E-tender of my/our firm will be liable to be rejected

by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further E-tender/ tender of AAI, for a period of **two (02)** years.

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

Dated thisDay of, 2024

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

(Signature of Authorized Signatory)

Name:

Designation:

Date:

Seal or Stamp of Bidder

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

We certify that based on the audited accounts _____ (Name of Bidder / Lead Member of Consortium) has a turnover from _____ as per details below:

Financial Year	Turnover (in INR Lakh)	Turnover from the corresponding business/ similar facility for which tender has been invited (in INR Lakh)
Total		

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

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

Signature:-

Name & Membership No. of Chartered Accountant/Statutory Auditor

Seal of the audit firm:

UDIN:

Date:

NOTE: -

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.

(To be submitted by the bidder on letter head of the company along with tender application)

ANNEXURE: F

FORMAT FOR LETTER OF UNDERTAKING

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

Sir,

I, _____, on behalf of _____ do hereby affirm and declare that the information provided for claiming the relevant experience 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) _____

DECLARATION

I

.....
..... Name, Designation & Company Name with Address>, do hereby solemnly affirm and state as follows:

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

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

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

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred/ blacklisted, submit all the details).
3. I/We have not faced/are not facing any action under PPE Act/AAI Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company 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” and has dues up to the date as specified in GENERAL INFORMATION AND GUIDELINES para 3 of NIT with AAI”. (In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in clause _ of general terms and conditions of tender document.

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

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

Date:

Signature with Seal

(To be submitted by the bidder on letter head of the company along with tender application)

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

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

SIGNATURE OF TENDERER

Note:

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

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

1. Name of Contract
2. Agreement No. and Date
3. Stipulated Date of Start of Contract
4. Actual Date of Start
5. Date of Completion /Termination
6. Amount of SD available with validity period
 - (a) For regular license/contract :
 - (b) For arbitration cases/disputed dues (if any) :
7. Amount of Outstanding Dues against the bills raised upto 30.06.2025. (Disputed and un-disputed amounts to be shown separately)

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

8. Details of any arbitration/litigation :

Signature of Airport Director

Name: _____

Designation: _____

..... Airport

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

ANNEXURE: J

(To be submitted by the bidder on letter head of the company along with tender application)

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

BENEFICIARY BANK ACCOUNT DETAILS OF BIDDER

S. No.	Particulars	Information Required
1.	Name of the Account Holder i.e. Bidder	
2.	PAN/TAN No. of the Party i.e. Bidder	
3.	Name of the Bank	
4.	Address of the Bank	
5.	Bank Account No.	
6.	Type of the Bank Account	
7.	MICR Code of the Bank	
8.	IFSC Code of the Bank	

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

(Beneficiary's i.e. Bidder's Name & Signature)

Place:

Date:

FORMAT OF BANK GUARANTEE

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

WHEREAS by a License Agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called “the AUTHORITY) of the one part and _____ (hereinafter referred to as “the Licensee”) of the other part, the Authority has granted to the Licensee the license for operating the _____ (complete name and place of work) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

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

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of Rs. _____ and the validity of this BG shall be up to the expiry of the subject License/Concession.
- ii. This bank guarantee shall be valid up to and you have the right to encash this BG up to the claim period (i.e., 12 months from the date of expiry of License Period)
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

(For Bank Name)

Dated:

Place:

Witnesses:

(For Successful bidder only)

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

The Branch Manager,

..... Bank,

.....

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

Sir,

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

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

(Signature of the Depositor)

Place:

Date:

(For Successful bidder only)

(BG Verification through SFMS of ICICI Bank)

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

1. The prospective successful bidder may submit BG(PBG/BG-SD/FBG) in accordance with the bank details as mentioned below:-

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMEDMENT)
UNIQUE IDENTIFIER CODE	AAIJODHPUR to be mentioned in field 7037 of the BG advising message.

2. While submitting the documents to BG issuing bank, the vendor/ customer/ concessionaire will also submit letter to the issuing bank as per the format mentioned in the Annexure: L1.
3. Based on the above inputs from the vendor/ customer/ concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received at AAI, Jodhpur.
4. While submitting the original BG document, the bidder shall ensure to attach the copy of SFMS (Structured Financial Messaging System) BG confirmation message sent by the BG issuing bank to ICICI bank.

Advisory: For Applicant and its BG issuing Bank Branch

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

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

For availability of BG in this platform, it is necessary that BG issuing/ amending bank send the BG advice in the form of message format IFN 760COV (BG issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing/ amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/ amendment request to their respective banks:

BG Advising message – IFN 760COV/IFN 767COV via SFMS

IFSC CODE - ICIC0000007

Corporate Name – Airport Authority of India

Field Number**Particulars (to be mentioned in Row 1)****7037****AAIJODHPUR**

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

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

Sr. No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1.	AAI-JODHPUR	vijo.fa@aai.aero	AAIJODHPUR

For Successful bidder only

Request Letter: Transmission of Bank Guarantee Cover Message

(to be submitted by applicant to BG issuing Bank)

Date:/...../.....

The Branch Manager,

..... Bank,

.....(Branch)

Subject: Inclusion of Unique Identifier Code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir / Madam,

I / We, _____, request you to include unique identifier **AAIJODHPUR** in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank – IFSC-ICIC0000007).

Thanking you,

(Licensee / Customer / Concessionaire)

Place:

Date:

CHECKLIST FOR BIDDERS

S. No.	Particulars	Detail
1.	Type of Facility / Concession	“Short Term License (Under Stop Gap Arrangement) For F&B Outlets in Departure, Arrival & SHA at Civil Enclave, Jodhpur”
2.	Period of license/ concession	03 Months
3.	Tender Fee	Rs. 10,000/-
5.	Earnest Money Deposit	Rs. 1,00,000/-
6.	Gross area and location for license	
7.	Minimum Reserved Licensed Fee/MMG	Rs. 6,05,164/-
8.	Revenue Share (%)	N/A
9.	Eligibility Criteria	
	Technical Qualification	
	Financial Qualification	
10.	Space Rent for AC space	
11.	Space Rent for Non-AC space	
12.	Applicable Space Rent	
13.	Common Area Maintenance Charges	
14.	Electricity & Water Charges/Utility Charges	
15.	Applicable Govt. taxes (GST, etc.)	
16.	Gross Turnover	
17.	Experience Certificates	NIL
18.	Incubation Period	07 days
19.	Gestation Period	15 days
20.	Security Deposit Towards LF	
21.	Security Deposit Towards Utilities	

Critical Dates

1	Date of publish of Tender document	17.10.2025 (1600 hrs)
2.	Start download/sale date of RFP/RFQ/Tender documents	17.10.2025 (1700 hrs)
3	Last download/sale date of RFP/RFQ/Tender document	24.10.2025 (1700 hrs)
4.	Last date of submission of queries to RFP/RFQ/Tender Document on CPP portal	19.10.2025 (1700 hrs)
5.	Reply to the queries by AAI on CPP portal	23.10.2025 (1700 hrs)
6.	Last date for online submission of bids/ proposals on e-tender portal	24.10.2025 (1700 hrs)
7.	Technical Bid Opening date	27.10.2025 (1100 hrs) (Tentative)
8.	Financial Bid Opening date	Shall be intimated through CPP Portal

FORMAT CONSENT LETTER

[Refer Annexure – Clause 29 (Dispute Resolution Mechanisms) & Clause 30 (Adjudication by Regulatory Authority or Commission) of General Terms and Conditions Clause 29.3 (b)]

To

The Chairman / Member / Regional Executive Director,
Airports Authority of India,
.....

SUB: Request for appointment of arbitrator under Clause of the.....
agreement dated for.....

Sir / Madam,

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

Thanking you.

(_____)

Enclosed as above

Authorized Signatory of Licensee