



**AIRPORTS AUTHORITY OF INDIA  
PUNE INTERNATIONAL AIRPORT**

Tender ID: 2024\_AAI\_221260\_1

Request for Proposal (RFP)

For

**PROVISIONING OF WI-FI SERVICES TO  
PASSENGERS AT PUNE AIRPORT**

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## **E-Tendering guidelines to the bidders**

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

E-Mail: [support-eproc@nic.in](mailto:support-eproc@nic.in)

2. For any Policy related matter / Clarifications related to e-tendering portal, please contact Dept of Expenditure, Ministry of Finance.

E-Mail: [cppp-doe@nic.in](mailto:cppp-doe@nic.in)

3. 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”.

Sl. No	Support Persons	Escalation Matrix	E-mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	011-24632950 Extn-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2.	Mr. Gamit Vaibhav Manekjibhai JE(IT)	After 4 hours of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> or <a href="mailto:vaibhav_g@aai.aero">vaibhav_g@aai.aero</a>	011-24632950 Extn – 3523	0930-1800 Hrs.(MON-FRI)

3.	Sh. Amit Mishra, Sr.Manager(IT)	After 12 Hours	<a href="mailto:amitmishra@aai.aero">amitmishra@aai.aero</a>	011-24632950 Extn – 3520	0930-1800 Hrs. (MON-FRI)
4	Sh.Sunil Kumar Jt.GM(IT)	After 24 Hours	<a href="mailto:Sunil.km@aai.aero">Sunil.km@aai.aero</a>	011-24632950 Extn – 3506	0930-1800 Hrs. (MON-FRI)
5.	General Manager (IT)	After 03 Days	<a href="mailto:gmit@aai.aero">gmit@aai.aero</a>	011-24657900	0930-1800 Hrs. (MON-FRI)

4. In case of any technical issues faced, the escalation matrix is as mentioned below. The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.
5. The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.
6. For any queries related to bid submission date extension, EMD, eligibility criteria, technical specifications etc. The bidder may please contact the concerned Bid Manager as mentioned in the tender document.
7. Bid Manager Details are as follows: Shri Bal Vibhu, [balvibhu@aai.aero](mailto:balvibhu@aai.aero) - Senior Manager (IT),  
Phone 020-26614009 / 020-26615540 Extn: 203

## **DISCLAIMER**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether in documentary form, by or on behalf of the Authority is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer by the Authority but an invitation to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposal for Selection pursuant to this RFP (the "Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the License. Such assumptions, assessments and statements do not purport to contain all the information that each Bidders may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(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 Bidder, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders 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 Bidder upon the statements contained in this RFP. 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 RFP.

The issue of this RFP does not imply that the Authority is bound to select and short-list prequalified Proposals for Bid Stage or to appoint the Selected Bidder or Licensee, as the case may be, for the License and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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

\* \* \* \* \*

Name of the License	Term of License	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Type of License	Minimum Reserved License Fee (MRLF)/ Minimum Monthly Guarantee (MMG) (in INR)
Wi-fi service rights in the Pune airport	Five (5) Years extendable by a further period of Two (2) years, subject to satisfactory performance during initial 5 years.  Extension shall be done on same terms and conditions mutually agreed between AAI and Bidder with annual escalation of 20% for each year of extension period.	Rs. 10,000/- (Rupees Ten thousand only)	Rs. 1,04,925/- (INR One Lakh Four thousand Nine hundred Twenty-Five only)	Quoted License Fee payable monthly at Pune Airport with compounded annual escalation as per RFP.	Rs. 91,542/- (Rupees Ninety One Thousand Five Hundred Forty-Two Only) per month + applicable taxes and other charges

# Chapter One (01)

## INTRODUCTION

### 1.1 SCOPE OF WORK

Definitions and Interpretations used in this RFP document can be referred from Article 1.

1.1.1 The Airports Authority of India (the “Authority”) is engaged in the development, operation and maintenance of airports in India In order to maintain and upgrade the passenger facilities for the Airport Users, Authority intends to grant Wi-Fi services Rights at the Airport Estate including the passenger terminals, air side and city side traffic circulation areas and approach roads by resorting to a competitive bidding process for selection of a Bidder to whom the Wi-Fi services rights may be awarded. Brief particulars of the License are as follows:

#### **NOTE:**

- a) Offers below MMG will not be considered for award. The (Minimum Monthly Guarantee) MMG for the First License Year shall be no less than relevant MMG.
- b) License fees shall be the quoted fixed license fees/quoted MMG. The quoted fixed license fees/MMG is subject to annual escalation as detailed in RFP.
- c) 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.
- d) Charges for the consumption of the electricity for the bidder’s equipment 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.

#### 1.1.2 Scope of Contract

This RFP is for Wi-Fi services at Pune Airport. The bidder has to provide Wi-Fi services at Pune Airport at all designated passenger movement areas including (i) Terminal building (ii) 30 meters on city side (iii) 30 meters on air side.

1.1.3 Gestation period - 60 Days or actual commencement of the license whichever is earlier.

In case delays are beyond the control of Agency, the gestation period extension shall be granted on case-to-case basis. However, contract term will not be extended in lieu of the extension of the gestation period.

#### 1.1.4 Speed, Duration & Location of Free Wi-Fi Service

Wi-Fi Speed: Bidder shall ensure 5 Mbps speed per user for the free duration which is sufficient for loading/browsing regular pages.

Duration of free Wi-Fi: The duration of free Wi-Fi service required should be at least 45 mins with 500 Mb data/user/day. Beyond free duration of 45 min, the standard tariff of concerned ISP available in market shall be used to charge passengers.

Service area of Wi-Fi: All designated passenger movement areas including (i) Terminal building (ii) 30 meters on city side (iii) 30 meters on air side.

1.1.5 The vendor will have the exclusive rights at Pune Airport for the following (Within the service area of Wi-Fi):

(i) Selling access to passengers: The Access of Wi-Fi service can be sold for

(a) Duration beyond free duration or (b) Speed greater than 5 Mbps per user or (c) Additional data usage beyond free data usage limits.

(ii) Advertising on the Network: The vendor can partner with other brands and earn revenues through in browser advertisement. More significance can be added using location-based advertisement where tracking is done using Wi-Fi access points.

These kind of advertisement opportunities will be limited on the Wi-fi network provided by the service provider.

(iii) Co-branding rights (for e.g., Wi-Fi services to passengers @AAI – powered by Licensee). **The specific tagline used by vendor has to be approved by AAI.**

(iv) Incentives based Wi-Fi: The vendor may offer services with or without advertisements (With or without losing continuity of actual content). The video advertisement should not be longer than 10 seconds as well as consecutive advertisements shall be spaced with minimum 5 to 7 minutes gap.

(v) The service providers can use web/app (android & iOS) interface for accessing free Wi-Fi.

(vi) Wi-Fi data packs for lounges: The Wi-Fi hotspots in a commercial business lounge in terminal building can only be provided by vendor appointed by AAI.

(vii) QR code facility shall be available for the help/support of passengers where OTP based verification not possible.

(viii) Provision shall be there to publicize Air Sewa, Arogya Sethu, etc. to increase downloads.

(ix) Wi-Fi services for airlines and other stakeholders at airports - There are requirements of internet/Wi-Fi services for many operations at Airports such as services to Airlines in Terminal and on Apron side, connectivity services (like POS machines) to retail and F&B stores operating at the airports. The requirement will be decided by the concerned stakeholder and any such provision has to be approved by AAI. AAI reserves the right to approve the same on revenue sharing basis as per prevailing commercial policy.

(x) Any other connectivity opportunities that may come up in future at airports has to be approved by AAI. AAI reserves the right to approve the same on revenue sharing basis as per prevailing commercial policy.

#### 1.1.6 Other conditions to be ensured by bidder

- i. Free Wi-Fi service shall be accessible on devices like Laptop, Desktop, Personal Digital Assistant (PDA) & Mobile Phones.
- ii. If the Agency requires any other promotional/ commercial activity related to Wi-Fi services, the same shall be as per prevailing commercial guidelines of AAI.
- iii. **Wi-Fi service will cater all the passengers irrespective of country of origin or ISP complying to KYC norms.**
- iv. **The bidder has to provide redundant uplink for internet through 2 separate route and dedicated fiber link.**
- v. Wi-Fi services provided by bidder shall provide **PM-WANI Service**. All Wi-Fi hotspots deployed shall be “PM WANI” compliant. Users shall have the provision to access (using separate Service Set Identifier (SSID)) “PM WANI” as per Govt. guidelines.
- vi. Any additional request for SSID (other than the ones defined above in point b to d) in the permitted bands should be approved by AAI however the service provider shall ensure quality of service (QoS) to pax is not affected.
- vii. **Row (Right of Work) outside airport premises is the sole responsibility of the agency.** Within airport premises ISP cabling route space shall be provided by AAI, free of cost (Bidder needs to return the site in form as it was before handing over to lay the ISP cable).
- viii. For Installation/Provisioning of Wi-fi Infrastructure of the equipment:  
  
Any horizontal space required by agency inside the terminal building shall be as per prevailing space rental charges. If any roof mounted tower for the exclusive use of

AAI is installed, the area for the same shall be charged as space rental. In case the tower is used beyond the AAI use, the rental/License fee for the same shall be decided on mutual acceptance between AAI and bidder. An agreement for the same shall be executed separately. Successful bidder shall be provided the floor plan etc.

ix. Deployment Related

Existing earthing connection shall be permitted, wherever available. However, agency has to ensure the quality of earthing before connection etc. In case of non-availability as per agency requirement. The same shall be done by the agency at their cost.

Agency is free to do their job with their own employees in coordination with the Project Coordinator.

i. Exclusivity

The contract shall be Exclusive. AAI shall not appoint 2nd Wi-Fi service provider for passengers during the currency of the present contract. However, AAI reserves the right to make provisions of Wi-Fi or wired network for their own use.

ii. Awareness

Only Informative signages shall be allowed with the prior approval of APD. The signage may be installed with the contents "Wi-Fi services to passengers @AAI – powered by Name of the Agency" Marketing and Branding signages shall not be allowed. For this purpose, the agency has to approach the AAI appointed advertising agency.

iii. 24\*7 local help desk/call center support with phone number & email-Id shall be provided by the licensee.

iv. Installation

a. AAI shall provide infrastructure (active components, access points and passive cabling)

b. Any specific equipment for metering, management, authentication and security shall be provided by the selected vendor.

c. AAI shall provide bare space (Layout plans/ implementation model shall be approved by respective Airport In-Charge) for subject service in "clause 1.1 under Applicability & Activities "and other expenses for any kind of establishments and rendering of services will be incurred by licensee.

v. **The FREE service is for passengers only.**

1.1.7 Compliances

- a. Wi-Fi services shall be secured and meet all mandatory regulations of Government of India (GOI) and cyber security guidelines to provide information on Wi-Fi users upon request to the Law Enforcement agency. Necessary provisions may be kept in the RFP as per prevailing guidelines issued by GOI.
- b. Provision to provide report with details of user activities and devices used to access internet through airport Wi-Fi/network.
- c. Provision of log retention as per latest GOI guidelines (presently 180 days of log retention is defined) for Data analysis/ cyber forensics (if any).
- d. Contractor should ensure compliance to Data Protection and Privacy Regulations including its amendments if any during the currency of the contract.

#### 1.1.8 Service Set Identifier (SSID) Provisions

In addition to service Set Identifier (SSID) used for Wi-Fi services for passengers, three (3) free SSID provisions for 24X7 exclusive unlimited use of AAI services shall be made. Any additional request for SSID in the permitted bands shall be made on approval by AAI.

#### 1.2 RFP In Brief

- 1.2.1 This RFP is being issued for the determination of the Selected Bidder, who shall be granted the License as per the terms of the License Agreement.
- 1.2.2 This RFP sets out the requirements that must be satisfied by the Bidders in order to participate in the competitive Bidding Process and the selection process to determine the Selected Bidder to whom the License shall be granted.
- 1.2.3 The License Agreement sets forth the detailed terms and conditions for grant of the License to the Selected Bidder, including the scope of the Licensee rights and obligations.
- 1.2.4 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of rights and obligations of the Selected Bidder set forth in the License Agreement or Authority's rights to amend, alter, change, supplement or clarify the scope of the License to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

- 1.2.5 The Bidding Documents include the draft License Agreement and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.2.6 Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth herewith and other documents which may be provided by Authority as modifications, alterations, amendments and clarifications from time to time by (collectively called the “Bidding Documents”). All Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 (the “Proposal Due Date”).
- 1.2.7 Authority, at its absolute discretion, reserves the right to modify any proposed terms and conditions set out in this RFP as deemed necessary by it, including but not limited to cancelling/ withdrawing the RFP, to meet its objectives and principles as set out in the RFP.
- 1.3 Sale of RFP Document
- 1.3.1 The RFP document may be purchased from the E-tendering website of the Authority (<http://etenders.gov.in>). The Bidder shall pay to the Authority a sum of **Rs. 10,000/- (Rupees Ten thousand only)** as cost of the RFP document, online through Payment Gateway on CPP Portal, which is non-refundable. No other mode of payment shall be acceptable.
- 1.4 Validity of the Proposal
- 1.4.1 The Proposal shall be valid for a period of not less than 180 days, extendable by another 90 days, if so desired by the Authority, from the Proposal Due Date (the “PDD”).
- 1.5 Brief Description of Selection Process
- 1.5.1 The Authority has adopted a two-bid selection process in evaluating the Proposals, comprising Technical and Financial Proposals to be submitted separately through the online E-tendering website of the Authority (<http://etenders.gov.in>). After receipt of Proposals, a technical evaluation will be carried out as specified in Clause 3.3. Based on this technical evaluation, a short-list of Technically Qualified Bidders shall be prepared as specified in Clause 3.3.2. Thereafter, the evaluation of Financial Proposals submitted by only the Technically Qualified Bidders will be carried out as specified in Clause 3.4. Financial Proposals will finally be ranked and the Bidder proposing the highest Financial Proposal shall be selected for award of LOIA (the “Selected Bidder”). If the bidder proposing the highest financial proposal withdraws its bids or does not sign the License agreement for any reason the authority shall cancel the entire RFP process and go for revised bidding. Such bidder who will draws their bid will not be eligible to participate from 02 years in AAI tenders.

1.5.2 The Authority reserves its right to grant the License to the Selected Bidder.

1.5.3 A Bidder is required to deposit, along with its Proposal, an Earnest Money Deposit (EMD) equivalent to **INR 1,04,925/- (INR One Lakh Four thousand Nine hundred and Twenty-Five Only )** online through Payment Gateway on CPP Portal. No other mode of payment shall be acceptable. The scanned copy of the proof for payment of EMD is to be uploaded by Bidder along with the Technical Proposal. The refund and forfeiture of the EMDs shall be as per Clause 2.19 of the RFP.

1.5.4 Any condition or qualification or any other stipulation by the Participating Bidder contained in the Proposal shall render the Proposal liable to rejection out rightly as a non-responsive Proposal.

1.5. Bidders are advised to examine in greater detail and to carry out such studies as may be required to be carried out by them for submitting their respective Proposals for award of the License including implementation thereof at their exclusive/**own** cost. Authority would extend all assistance in that respect.

#### 1.6 Schedule of Selection Process

Sr. No	Activity	Scheduled Dates and Time
1	Download of e-tender document from e-tender portal	From <b>24.12.2024 1800 hrs.</b>
2	Physical Inspection of sites (if required by the bidder) Proposed to be Licensed Premises by potential bidders with prior intimation to Authority	Any working Day(s) from <b>26.12.2024</b> to <b>02.01.2025</b> between 1100 Hrs. to 1600 Hrs. All necessary cooperation in this regard shall be extended by AAI to the prospective bidders. Only two representatives from one firm/ entity will be allowed. It will be the responsibility of the bidder for getting the AEP passes required for entering the site and the cost has to be borne by the bidder. The intimation in this regard has to be given to AAI 24 hours prior to the visit through email <a href="mailto:balvibhu@aai.aero">balvibhu@aai.aero</a> <b>along with photograph and KYC details.</b>
3	Raising of queries by the applicant(s) / Bidders in writing to AAI	By <b>07.01.2025</b> up to 1200 hours.
4	Reply of queries by AAI	By <b>10.01.2025</b> on the E-tender Portal
5	Online bid Submission start date	From 1800 hrs on <b>24.12.2024</b>
6	Online submission of bids / proposal(s) (Technical as well as financial) on e-tender portal	UPTO 1500 hrs. on <b>14.01.2025</b>

7	Opening of technical bids / Proposal(s) (online only)	ON 15.01.2025 at 1530 Hrs
8	Opening of financial bids/Proposal(s) (online only)	ON 22.01.2025 at 1530 Hrs (Tentative)

Note: The queries should be submitted through Collaboration folder under NIC E- tender Portal only. Queries submitted through any other mode shall not be considered /entertained and will not be considered for answering.

#### 1.7 Raising of queries by the applicant(s)

The queries should be submitted through CPP portal in the below format

S.No	Clause number as per specification document	Page Number as per specification document	As present in specification document	Query/Change proposed/ Clarification	Bidder remarks or reason for the query
1					
2					
3					

\*Queries received after cut-off time i.e., 07.01.2025 12:00 Hrs will be summarily rejected and not considered. No further correspondence will be entrained in this regard.

##### 1.7.1 Communications

Any queries or request for additional information concerning this RFP shall be submitted only through the online Procurement Portal of NIC (<http://etenders.gov.in>). No other form of communication (including electronic mails and letter mails) will be entertained or responded to. The communications shall clearly bear the following identification /title: Queries/ Request for Additional Information: RFP for Wi-Fi service for all Passengers at Pune Airport.

## Chapter Two (02)

### INSTRUCTIONS TO BIDDERS

#### **2.1 GENERAL**

#### **2.1 Scope of Proposal**

2.1.1 The Authority wishes to receive Proposals to short-list technically experienced and capable Bidders.

2.1.2 The Financial Proposals of Technically Qualified Bidders would be evaluated to select the Highest Bidder for implementing the License.

i. In case bidder withdraws from tender process before opening of technical bid date and time, **10% of EMD** amount shall be forfeited

ii. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.

iii. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party liable to be debarred for participation in any tender at AAI for one year from the date of debarment. However, after opening of financial bid, being H1 in the tender of the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAI for one year.

iv. The agency does not complete the formalities within the stipulated date after award of license/concession; entire EMD shall be forfeited.

The agency submits false document(s) in the tender and his/their tender is cancelled, entire EMD shall be forfeited. 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 three (03) years.

v. 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 may be refunded after deduction of 10% of EMD amount. However, the Tender Fees shall not be refunded in this case.

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

vii. 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). 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.

viii. 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.

## 2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their short-listing hereunder, the following shall apply:

### Conflict of Interest:

A. The bidder should ensure that they are not falling into any conflict of interest. The bidder shall be disqualified, if there, is a conflict of interest on its part. In such an event, AAI shall forfeit and appropriate EMD, and debar the bidder from participating in future AAI tenders for a period not less than three (03) years.

B. The bidder shall be deemed to have a conflict of interest affecting bidding process, if:

i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder; its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder hereof having a shareholding of more than twenty(20) per cent of the paid up and subscribed share capital of Such Bidder, Member or Associate, as the case may be), in the other Bidder, its Member or Associate is less than twenty(20) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, Insurance company, pension fund ,Airports Authority of India, Govt of India or a public financial institution referred to in the Companies Act, 1956/2013 or as amended from time to time. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

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

(bb) subject always to sub-clause (aa) 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 (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. A constituent of Such Bidder is also a constituent of another Bidder; or Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any Such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Member or any Associate thereof; or

iii. Such Bidder has the same legal representative for purposes of the Proposal as any other Bidder; or

iv. Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other information about, or to influence the Proposal of either or each other; or

v. Such Bidder or any Associate thereof has participated as a consultant to AAI in the preparation of any documents, design or technical specifications of the Concession.

vi. In case of an applicant having legal relationship with any other applicant.

(c) A Bidder shall be liable for disqualification for submission of its Proposal on the Proposal Due Date if such Bidder or its Associate(s) have any amounts including interest outstanding and payable to Authority (the "Outstanding Dues") in respect of Commercial licenses held at airports fully controlled and operated by AAI as on the date of publication of RFP. **The existing commercial Licensees of Authority intending to participate in response to this RFP should have "NIL" Undisputed Outstanding Dues at all the Units of Authority where the participating party's having current /past Licenses up to previous month excluding the month of publication of this RFP.**

The term "as up to previous month excluding the month of publication of the RFP/Fresh Tender" would mean as follows:

For Example, if the RFP/Tender is published on any date in the month of December 2024 the participating existing Licensee of Authority would need to ensure "Nil" Outstanding balance in respect of Undisputed Amounts as up to the month of November 2024.

However, the disputed amounts which are referred for Conciliation/Arbitration shall not be considered as Outstanding Dues provided the bidder has furnished an additional Bank Guarantee equivalent to 50% of the value of the disputed amounts in addition to the contract directed Security Deposit already available with Authority. The Contract directed

and additional bank guarantees will have to be kept valid till the expiry of the contract/finalization of the Conciliation/ Arbitration process respectively.

Provided further, that in the event of an order from a Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues the adherence to the above conditions will be exempted and regulated in accordance with those orders.

(d) In this respect, the Bidder shall produce and submit a No Outstanding Dues Certificate from the Authority with the Proposal. The Applicant should also submit the details of contracts held (Current and Past), if any, at all AAI controlled airports, in the format as set forth in [Annexure-4 of Form-I](#). The decision of the Authority in respect of Outstanding Dues shall be final and binding on the Bidder.

(e) A Bidder shall be liable for disqualification, if any legal, financial or technical adviser of the Authority in relation to the License is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the License. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of execution of the License Agreement.

Only one E-Tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.

(f) Any party either a firm or an individual falling under the following categories is not eligible:

**i. Participation in the form of Consortium**

ii. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt. Dept. etc. A declaration to this effect is also to be submitted by the party with tender documents.

iii. Parties facing action under PPE Act, with AAI.

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

v. 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 company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity may not be allowed in AAI tenders ([Refer Form-V](#)).

- vi. If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director /partners /sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the AAI except the dues pertaining to the current quarter, the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI tenders. Moreover, if the bidder emerges H1, then bidder shall clear all the dues before award of license.

However, the disputed amounts which are admitted for Mediation as per AAI Mediation Policy, shall not be considered as Outstanding Dues. Further, the disputed amounts which are referred for arbitration shall not be considered as Outstanding Dues provided the Bidder has furnished an additional bank guarantee equivalent to 50% of the value of the disputed amounts in addition to the license directed Security Deposit already available with Authority. The license directed Security Deposit and additional bank guarantees will have to be kept valid until the expiry of the contract/finalization of the arbitration process respectively. Provided further, that in the event of an order from a judicial court/arbitral tribunal staying/ withholding the realization of certain dues the adherence to the above conditions will be exempted and regulated in accordance with those orders.

- vii. A declaration to the effect that the Tenderer does not fall under the categories i), ii), iii), iv), and v) above has to be submitted in the Technical Bid. (Refer: Form-V). Following declaration will also be part of Form-V

“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 or against our associates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”

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

- a. Collection/Refund/Settlement of Tender Processing Fee and EMD Payment and Refund of EMD shall be operated through CPP Portal through tenderer’s source account.
- b. Declaration in respect of near relatives\* working in AAI, as per Form-VI.
- c. 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.

\*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”.

2.2.2 An eligible bidder shall fulfil the following conditions of eligibility:

- (A) Technical Capacity: The Bidder shall satisfy each of the following criteria and supporting document shall be submitted along with Technical Bid: -
- (i) The bidder should be ISP license holder
- OR
- The bidders having MOU with any of the ISP license holder
- (ii) Bidders having minimum two (02) years' experience in the previous seven (07) years in providing 3G/4G/5G Wi-Fi operations in an Airport or a city shopping mall or railway station or malls or metro railway stations or ferry/ship terminals or bus terminus.
  - (iii) Participation in the form of consortium is not allowed for this tender.
  - (iv) There is no pending, active, or previous legal action that prevents the Applicant from submitting the Bid, executing the License Agreement or fulfilling the conditions of the License. The above information must be declared in Affidavit specified in Form-IV.
  - (v) The Bidder must submit relevant documentation indicating the two years out of the preceding seven financial years in respect of which it intends to claim Technical eligibility in accordance with Clause 2.2.2 (A) (i) & (ii) of the RFP. (Form I Annexure-2)
  - (vi) The Bidder must submit a certificate from its Chartered accountant clearly certifying the percentage of Gross Sales Turnover achieved during each of the preceding seven financial years from business in respect of which the Technical Experience is being Claimed and other businesses so as to enable Authority to evaluate whether the bidder has satisfied the condition laid down at Clause 2.2.2 B (i) and (ii) of this RFP. (Form I Annexure-3)
  - (vii) The turnover details are to be supported/proved through the profit and loss account statement filed along with the respective years' Income Tax Return to be duly certified by the Statutory Auditors/ Chartered accountant (with valid UDIN).

The experience, as claimed by the bidders, to be supported by copies of award letters/agreement/experience certificates/work completion certificate (with details of issuing authority such as name, designation and email etc for verifying the details of claimed experience), corroboration of registration and profit and loss account clearly depicting the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting an experience certificate issued by CA will not be considered to testify the claimed experience. An

undertaking that the furnished information is true also needs to be submitted along with supporting documents.

**Note:** - The total years of experience will be considered as on the last date of bid submission.

(B) Financial Capacity: For demonstrating financial capacity the Bidder shall satisfy the following criteria:

- (i) The annual gross turnover should be equal to or more than MAG i.e. Rs. 10,98,507/- (Ten Lakh Ninety-Eight Thousand Five Hundred and Seven Only).
- (ii) Out of above turnover, at least 50% should be from the business for which experience has been claimed, as listed in Technical capacity.
- (iii) The turnover of the company/ agency should be in any one of the Financial Year for which technical experience is claimed.
- (iv) Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor.
- (v) Net worth of the bidder should be positive. Certificate issued by Chartered Accountant / Statutory Auditor, with respect to Net worth of the bidder, may be accepted for ascertaining positive net worth.
- (vi) In case of multiple businesses of bidder, the breakup of the turnover (certified by statutory auditor /chartered accountant) with the specific head as from the tendered facility should be submitted.
- (vii) Duly signed undertaking on the letter head of the bidder regarding overall as well as break-up of turnover should also be submitted.
- (viii) Turnover should be submitted with valid UDIN. **Turnover submitted without UDIN will be rejected.**
- (ix) Outstanding Dues Criteria:  
In order to meet the Financial Capacity eligibility condition, if the bidder is an existing licensee of AAI, it should be meeting the criteria outlined at Clause 2.2.1 (c) above as a response to this RFP and submit scanned self-attested copies of the latest and relevant Outstanding Dues Certificates with the Technical Proposal.

2.2.3 The Bidders shall enclose with its Proposal, to be submitted as per the format at Form-I, complete with its Annexures, the Certificate(s) from its Chartered Accountant or the concerned Principals stating the number of years of experience in operating the Wi-Fi services as specified at [Clause 2.2.2 (A) (i) & (ii)] above.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Form-III, authorising the signatory of the Proposal to commit the Bidder (or to submit the bid).

## 2.3 General Terms of Bidding

- 2.3.1 No Bidder shall submit more than one Proposal for the License.
- 2.3.2 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.
- 2.3.3 Information supplied by a Bidder must apply to the Bidder named in the Proposal and not, unless specifically requested, to other associated companies or firms.
- 2.3.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.3.5 The documents including this RFP, and all attached documents, provided by Authority, are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Proposal in accordance with terms hereunder. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause 2.3.5 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Proposal, document or any information provided along therewith.
- 2.3.6 Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC E-tender Portal only. The quote in physical form as a document need not be submitted along with technical bid documents. For the purposes of evaluation of the Financial Proposals and deciding the Selected Bidder, the financial quote offered to the Authority in the First License Year shall be the sole parameter for identification of the Highest Bidder.
- 2.3.7 A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Associate thereof.
- 2.3.8 This RFP is not transferable.
- 2.3.9 Any award of License pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.5 Site visit and verification of information

Bidders are requested to submit their respective Proposals after fully familiarizing the Airport Environment and the Wi-Fi services revenue opportunity available and

ascertaining for themselves the actual on ground conditions, passenger volumes, location, surroundings, availability of power, water and other utilities, access to the proposed License premises, handling and storage of materials, weather data,

applicable laws and regulations specially the BCAS and Security Agencies requirements, and any other matter considered relevant by them. 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 and information contained in this RFP. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.

#### Handing Over of Sites:

- a. Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.
- b. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 31st day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.

In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7th day of expiry of incumbent license or expiry of business incubation period (whichever is later).

## 2.6 Acknowledgement by the Bidder

2.6.1 It shall be deemed that by submitting a Proposal, the Bidder has:

- (a) Made a complete and careful examination of the RFP and Bidding documents;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP and Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.2 above; and
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Proposal, execution of the License in accordance with the RFP and Bidding Documents and performance of all of its obligations there under.
- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP and Bidding Documents or ignorance of any of the matters referred to in Clause 2.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of

time for performance of its obligations, loss of profits, etc. from Authority, or a ground for termination of the License Agreement by the Selected Bidder;

- (f) Acknowledged & represented that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## 2.7 Right to accept and reject any or all Proposals

2.7.1 Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority there under.

2.7.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.7.3 Authority reserves the right to reject any Proposal and appropriate the Earnest Money Deposit (EMD) if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by Authority, the supplemental information/documents sought by the Authority for evaluation of the Proposal.

If such disqualification/ rejection occurs after the Proposals have been opened and the Highest Bidder gets disqualified/rejected, the Authority reserves the right to take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process.

2.7.4 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified

forthwith if not yet appointed as the Licensee either by issue of the LOIA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOIA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Authority to the Selected Bidder. In such an event, Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or terminate the License Agreement as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under RFP, the Bidding Documents, and/ or the License Agreement or under applicable law.

2.7.5 The Selected Bidder shall procure/obtain all applicable permits & security clearances under applicable laws, within Gestation Period or as extended by the Authority.

2.7.6 It is the responsibility of the Selected bidder to obtain all applicable clearances/ permits from the respective authorities within the time allowed by the Authority.

## B. Forms and Clarifications

### 2.8 Contents of the Forms/Annexures/Appendixes

(1)	Form – I	Acceptance Letter
(1.1)	Annexure – 1	Details of Bidder
(1.2)	Annexure – 2	Technical Capacity and Financial Capacity of Bidder
(1.3)	Annexure – 3	Certificate of Chartered Accountant
(1.4)	Annexure – 4	Outstanding Dues Certificate
(1.5)	Annexure – 5	Format of Outstanding Dues
(2)	Form – II	Statement of Legal Capacity
(3)	Form – III	Format for Power of Attorney for signing of proposal
(4)	Form – IV	Format of Affidavit
(5)	Form-V	Declaration
(6)	Form-VI	List of near relatives employed in AAI
(7)	Form-VII	Beneficiary details for RTGS Funds transfer
(8)	Form – VIII	Check List of Submissions
(9)	Form-IX	Outstanding dues Notice
(10)	Form-X	Adjustment of outstanding dues
(11)	Form-XI	Form of Bank Guarantee

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|------|--|--|
| (12) | Form-XI Appendix-A Guidelines for BG Verification through SFMS of ICICI Bank |  |
| (13) | Form-XI Appendix-B Cover Message   | Request Letter: Transmission of Bank Guarantee |
| (14) | Form-XII   | Letter of understanding from the Depositor     |
| (15) | Appendix – I   | Format of Financial Proposal                   |
| (16) | Appendix – II  | Passenger traffic data and MAG/MMG details     |
| (17) | Appendix – III   | Draft License Agreement                        |

## 2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in accordance with Clause 1.7.1. They should send in their queries through NIC E-Tender portal only. No other form of communication will be accepted. The queries should be uploaded before the date specified in the schedule of Selection Process contained in Clause 1.6. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be uploaded on the website of the Authority in the NIC E-Tender Portal pertaining to the said RFP.

2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through the e-procurement portal of NIC. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## 2.10 Amendment of RFP

- i. At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- ii. Any Addendum thus issued will **only be posted on CPP Portal**.
- iii. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.11 Language

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### 2.12 Format and Submission of Proposal

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.

2.12.2 All proposals should be submitted only through the online Procurement portal of the Authority (<http://etenders.gov.in>). Hard copies will not be entertained under any circumstances.

2.12.3 The Bidder shall submit the Technical Proposal in the format specified at Form-I, together with the documents specified in Clause 2.12.5.

2.12.4 The Technical Proposal shall not include any financial offer.

2.12.5 The Technical Proposal shall contain:

- (i) Index of Submissions
- (ii) Acceptance Letter in the prescribed format (Form-I) along with Annexures and supporting documents;
  - (a) Annexure 1 – Details of Bidder
  - (b) Annexure 2 – Technical and Financial Capacity of The Bidder
  - (c) Annexure 3 – Certificate from Chartered Accountant
  - (d) Annexure 4 – Details of Outstanding Dues
  - (e) Annexure 5 – Outstanding Dues Certificate
- (iii) Statement of Legal Capacity as per format at Form-II duly notarized;
- (iv) Power of Attorney for signing the Proposal as per the format at Form - III; duly notarized;
- (v) Affidavit as per Form-IV, duly notarized;
- (vi) Declaration as per Form-V;
- (vii) List of near relatives employed in Airports Authority of India as per Form-VI;

- (viii) Beneficiary details for RTGS funds transfer as per Form-VII;
- (ix) Documents of Incorporation;
- (x) Copy of PAN Card, GST registration, Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (xi) Audited Balance Sheet and Profit and Loss Account for which technical experience is claimed;
- (xii) Scanned Copy of proof of payment of Earnest Money Deposit, Scanned Copy of proof of payment of Tender Cost; Check-list of Submissions Form-VIII.

The Bidders are advised to arrange the submissions/documents in the above order. Each page of Technical Proposal is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder.

2.12.6 The Technical Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink and stamp all pages. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

2.12.7 The Digital Copy of Technical Proposals shall be submitted through the online Procurement portal of NIC.

2.12.8 Submission of Proposals (Technical and Financial Proposal) through Online Procurement portal is mandatory. Bidders are advised to submit the Proposals through online portal well in advance to avoid network problems. Authority will not be responsible for any inability for submission of Proposals before the Proposal Due Date due to technical problems/network errors.

2.12.9 The Financial Proposal" shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC E tender Portal only. The quote in physical form as a document need not be submitted along with technical bid documents

2.12.10 While preparing the Financial Bid, Bidders should ensure the following condition is satisfied:

MMG of Pune Airport is mentioned in Appendix-II of RFP. Bidder will not be allowed to quote less than the MMG mentioned in Appendix-II of RFP. However, the H1 bidder will be decided based on highest quoted MMG.

The currency of Financial Bid shall be Indian Rupees. No Bids shall be submitted in a currency other than Indian Rupee (INR).

2.12.11 The Technical Proposal and Financial Proposal shall be prepared and submitted through the online portal. Proposals submitted by hand, post, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## 2.13 Proposal Due Date

2.13.1 Proposals (Technical Proposals and Financial Proposals) should be submitted on or before date/time of online submission of bids specified in clause 1.6. Authority may, in its sole discretion, extend the Proposal Due Date uniformly for all Bidders by issuing an Addendum in accordance with Clause 2.11.

## 2.14 Late Proposals

The Online Procurement Portal of the Authority shall not accept proposals, after the specified time on the Proposal Due Date and shall be summarily rejected.

## 2.15 Modifications/ substitution/ withdrawal of Proposals

2.15.1 The Bidder may withdraw its Proposal after submission, prior to the Proposal Due Date.

2.15.2 The withdrawal notice shall be prepared and submitted through the online procurement portal (<https://etenders.gov.in/eprocure/app>).

2.15.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## 2.16 Validity of Proposals

The Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days, extendable by another 90 days, if so desired by the Authority, from the Proposal Due Date (the "PDD").

## 2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Authority in relation to or matters arising out of, or concerning the Bidding Process. Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or Authority or as may be required by law or in connection with any legal process.

## 2.18 Correspondence with the Bidder

Save and except as provided in this RFP, Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

## 2.19 Earnest Money Deposit (EMD)

2.19.1 A Bidder is required to deposit, along with its Proposal, an Earnest Money Deposit (EMD) equivalent to **INR 1,04,925 /- (INR One Lakh Four thousand Nine hundred and Twenty-Five only)** online through Payment Gateway on CPP Portal. No other mode of payment shall be acceptable.

2.19.2 The scanned copy of the proof for payment of EMD is to be uploaded by Bidder along with the Technical Proposal.

2.19.3 Authority shall not be liable to pay any interest on the Earnest Money Deposit so furnished and the same shall be interest free.

2.19.4 Any Proposal not accompanied by the Earnest Money Deposit shall be summarily rejected by Authority as non-responsive.

2.19.5 Save and except as provided in Clause 2.19, the Earnest Money Deposit of unsuccessful Bidders, will be returned by Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Bidding process is cancelled by Authority, and in any case within 180 (one hundred and eighty) days from the Proposal Due Date.

2.19.6 The Selected Bidder's Earnest Money Deposit will be returned, without any interest, upon the Selected Bidder's signing the License Agreement and furnishing the Security Deposit in accordance with the provisions thereof.

2.19.7 Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages inter alia in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Proposal validity as specified in this RFP. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.

2.19.8 The Earnest Money Deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents and/ or under the License Agreement, or otherwise, under the following conditions:

- (a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Chapter 6 of this RFP;
- (b) If a Bidder withdraws its Proposal during the period of Proposal Validity as

specified in this RFP and as extended by mutual consent of the respective Bidder(s) and Authority;

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

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

Payment of advance license fee for one month within 15 days from the date of issuance of the award letter.

Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 6 months equivalent Concession fee of the first year to AAI as an interest free security Deposit in the form of BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, will not be accepted) or by way of NEFT/RTGS.

Execution of the Agreement within 15 days from the date of issuance of award letter (on Stamp Paper of appropriate value, related cost to be borne by the licensee).

Commencement of the facility within gestation period.

(d) Refund of EMD: EMD of unsuccessful bidders received through bank transfer mode (RTGS/NEFT) shall be refunded online through the same mode only and it shall be refunded in the bank account whose detail is required as per "Form-VII" to be submitted as part of technical bid. The refund of EMD to bidders who fail to qualify the eligibility /technical stage shall be initiated automatically within 15 days of opening of financial bid.

## **Chapter Three (03)**

### **EVALUATION OF PROPOSALS**

#### 3.1 Opening and Evaluation of Technical Proposals.

3.1.1 Authority shall open the Technical Proposals on the Proposal Due Date.

3.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.

3.1.3 Authority will subsequently examine and evaluate the Technical Proposals in accordance with the provisions set out in this Chapter 3.

3.1.4 Any information contained in the Technical Proposals shall not in any way be construed as binding on Authority, its agents, successors or assigns, but shall be binding against the Bidder if the License is subsequently awarded to it on the basis of such information.

3.1.5 Authority reserves the right not to proceed with the Selection Process at any time without notice or liability and reserves the right to reject any or all Proposal(s) without assigning any reasons.

3.1.6 To facilitate evaluation of Technical Proposals, Authority may, at its sole discretion, seek clarifications through NIC e-tendering portal regarding its proposal.

3.1.7 Prior to evaluation of Technical Proposals, Authority shall determine whether each Proposal is accompanied by Earnest Money Deposit in the form and manner as specified in this RFP. A Proposal not accompanied by the Earnest Money Deposit shall be summarily rejected by Authority and would not be taken up for further evaluation.

#### 3.2 Preliminary Scrutiny

3.2.1 Prior to evaluation of the documents contained in the Technical Proposal, Authority shall determine whether each Technical Proposal is responsive to the requirements set out in this RFP. A Proposal shall be considered responsive only if:

- (i) It contains a scanned copy of the receipt for payment of Rs. 10,000/- (Ten thousand only) to Authority towards the cost of RFP document.
- (ii) It contains a scanned copy of the receipt for payment of Earnest Money Deposit as mentioned in RFP.

No further technical/financial evaluation will be carried out in absence of EMD & Tender fee supporting documents.

3.2.2 Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposals.

### 3.3 Evaluation of Technical Proposals

3.3.1 During this stage, Authority shall determine whether each Technical Proposal is in compliance with the requirements of the RFP. A Technical Proposal shall be considered to be in compliance with the requirement of the RFP only if:

(i) The Bidder satisfies the Eligibility Criteria, as set forth Clause 2.2.2 along with clause 2.2.1

(ii) It contains all the information and documents in support as requested in this RFP  
Such Technical Proposals which are not in compliance with the requirements of the RFP shall be rejected forthwith and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposals(s).

3.3.2 Authority reserves the right to seek clarifications or additional information / documents from any Bidder regarding its Proposal. Such clarification(s) for additional information / document(s) shall be provided within the time specified by Authority for the purpose. Any request and response thereto shall be in writing. If the Bidder does not furnish the clarification(s) or additional information / document(s) within the prescribed time, the Proposal shall be liable to be rejected. In case the Proposal is not rejected, Authority may proceed to evaluate the Proposal by construing the particulars requiring the clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

3.3 After the evaluation of Technical Proposals, Authority would announce a short-list of Bidders ("Qualified Bidders"), whose Technical Proposals have been found to be responsive and in compliance with the requirements of the RFP. The Qualified Bidders are eligible for further evaluation of their Financial Proposals. The Financial Proposals of such Bidders whose Technical proposal has been found to be not in compliance with the requirements of REP will be rejected.

### 3.4 Evaluation of Financial Proposals

3.4.1 The Financial Proposals of Qualified Bidders would be opened. Authority would notify the Qualified Bidders of the date, time and venue for opening the Financial Proposals.

3.4.2 Financial Proposal" shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC E-tender Portal only. The quote in physical form as a document need not be submitted along with technical bid documents. For the purposes of evaluation of the Financial Proposals and deciding the Selected Bidder, the financial quote offered to the Authority in the First License Year shall be the sole parameter for

identification of the Highest Bidder. For the purposes of evaluation, decimals point up to two places shall only be considered.

3.4.3 After selection, a Letter of Intent to Award (the "LOIA") shall be issued, in duplicate, by Authority to the Selected Bidder. The Selected Bidder shall, within 7 (seven) working days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOIA.

3.4.4 After acknowledgement of the LOIA as aforesaid by the Selected Bidder, it shall fulfil the conditions set forth in Clause 4.2 hereof and shall execute the License Agreement within the period prescribed in LOIA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the draft License Agreement forming part of this RFP as Appendix III.

### 3.5 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time Authority makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

## **Chapter Four (04)**

### **AWARD OF LICENSE**

#### 4.1 Issue of Letter of Intent to Award

Authority will issue a Letter of Intent to Award to the Selected Bidder pursuant to the conclusion of the evaluation process as contemplated in Chapter 3. The Letter of Intent to Award will be handed to the Selected Bidder or posted to the Selected Bidder's address as given in the Proposal and such handing or posting shall be deemed to be good service of such a communication.

#### 4.2 Conditions of Award

4.2.1 The Selected Bidder would be permitted a gestation Period as defined in the respective clause The Selected Bidder shall fulfil all the conditions specified in the Letter of Intent to Award to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority) within a Period of thirty (30) days including the following:

- (i) The Selected Bidder shall submit the Security Deposit in the form and manner as specified in Clause 5.7 hereof;
- (ii) The Selected Bidder shall procure all Applicable Permits under Applicable Laws which are required to execute and perform the Agreement and submit copies thereof to Authority.

4.3 Without prejudice and in addition to the rights of Authority to invoke the Earnest Money Deposit (EMD) as provided elsewhere in the RFP, the Earnest Money Deposit (EMD) shall be liable to be forfeited and appropriated by Authority in case of failure of a Selected Bidder to fulfil any of the Conditions of Award within the stipulated time and in accordance with the manner prescribed therefore in this RFP and/or the Letter of Intent to Award.

4.4 Upon forfeiture by Authority of the Earnest Money Deposit (EMD) as above, Authority shall have the right to cancel/ revoke the Letter of Intent to Award and immediately upon issuance of notice intimating such cancellation/ revocation, to select such other Bidder(s) as may be deemed fit by Authority and /or deal with the License as it may deem fit in its sole and absolute discretion. Authority, in its sole discretion, reserves its right to extend the timelines referred to in this Chapter 4.

## Chapter Five (05)

### THE LICENSE AND THE LICENSEE

#### 5.1 Licensee

5.1.1 The obligations and duties of the Licensee are as prescribed in the RFP and the License Agreement.

#### 5.2 Scope of the License

5.2.1 The Licensee shall ensure that the concept of execution of the Wi-Fi services Rights License is in line with the international standards and the image envisaged for the Airport by Authority.

5.2.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

5.2.3 In order to clearly define the scope of Wi-Fi services rights an indicative list of the Wi-Fi revenue streams for vendor permissible under this RFP are set-out as follows:

The scope of Wi-Fi Services shall be as per clause 1.1.5 and 1.1.6 of RFP which should be followed while formulating the business model/ Location Layout Plans by the potential bidders.

#### 5.3 Term of License

5.3.1 The License is proposed to be granted for **05 (five) years**. The Licensee will have to operate the License for a minimum Lock in Period which would not be less than fifty percent of the awarded License Term (**2.5 years**). The contract revenue model will be reviewed after 5 (five) years and can be extended for another 2 (Two) year with first right of refusal to vendor. In the event of Licensee deciding to exit the License Agreement at the end of the Minimum Lock in period it would need to issue the Notice of Dissatisfaction and Notice of Termination in such a manner so that the expiry of the Notice Period (**Minimum 3 Months**) synchronizes with the expiry date of the Minimum Lock in Period. The option of moving out of the License Agreement prior to expiry of the Minimum Lock in Period is not available to the Licensee. However, in the event of Licensee leaving on any date before the expiry of the Minimum. Lock in Period it would have to face forfeiture of 6 months Security Deposit equivalent to current month license fee and a ban/debarring of three years on future participation in Tenders/RFP's floated by Authority.

5.3.2 The License Term shall be reckoned from the License Fee Commencement Date as already defined in the RFP. For the sake of clarity, the License Term of Wi-Fi services obtained by a Licensee at subsequent stages shall be co terminus

with the expiry date of the original License Term, unless terminated earlier in accordance with the terms and conditions of the License Agreement.

#### 5.4 License Fee

5.4.1 The Licensee shall, in consideration of the License granted by Authority, pay to Authority the License Fee as define already in this RFP.

**5.4.2 The License Fee shall be payable on a monthly basis as set out in the License Agreement.**

5.4.3 The Licensee shall pay with respect to the License Fee, the Taxes including GST which shall be over and above the License Fee.

5.4.4 License Fee Commencement Date” shall mean the next day post the expiry of the Gestation Period as defined in point 1 of 1.1.3, reckoned from the Access date (defined as 1 month after the access date) or a later date if notified by Authority.

#### 5.5 Other charges

5.5.1 In addition to the License fee, the License shall be required to pay such Utility Charges and such other charges as set out under the License Agreement. If required by the Licensee and agreed to by Authority, Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by Authority from time to time.

5.5.2 If required by the Licensee and agreed to by the Authority, Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by the Authority from time to time.

#### 5.6 Taxes and other payments

The Licensee shall pay all contributions, taxes and insurance premiums payable under Applicable Law, during its performance under the License Agreement and all applicable sales tax, service tax and other taxes, etc as applicable, to materials and supplies furnished or work performed hereunder and shall save Authority harmless from liability for any such contributions, premiums, and taxes, and as more particularly set out under the License Agreement. Direct taxes on respective income shall be borne by the respective parties.

#### Security Deposit (SD)

On or before the date of execution of the License agreement the selected bidder/SPV shall deposit 6 (SIX) Months License fee/MMG as interest free Security Deposit. **SD to be deposited equivalent to 6 (SIX) Months of License fee/MMG.**

The Interest Free Security Deposit shall be deposited in the form of a e-PBG i.e., electronic Performance Bank Guarantee (only from a scheduled commercial bank and e-PBG from co-operative banks not acceptable) which would need to be kept valid for a period of six (06) months beyond the expiry of the License Term. BG in FDR form is not acceptable. e-PBG to be provided in format given in Form-XI.

5.7 The Security Deposit shall be interest free and the Licensee agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

Security Deposit shall be enhanced in accordance with enhancement in MMG.

5.7.1 The amount of Security Deposit shall be calculated by considering quoted license fee, space rent (wherever applicable), utility facilitation charges/CAM charges, or any other component etc. payable by the licensee/concessionaire.

5.7.2 On the SD deposited in the form of DD/PO/RTGS/NEFT/e-PBG, no interest shall be payable.

5.7.3 The Security Deposit for Common Area Maintenance (CAM) and Utilities (electricity, water etc.) is to be deposited in the form of Bank Guarantee/Demand Draft/Pay Order/RTGS/NEFT in favour of Airports Authority of India.

5.7.4 The value for Security Deposit for utilities charges will be determined equivalent to 5% of annual license/concession value at Pune Airport, subject to **minimum deposit of Rs.10,000 and a maximum deposit of Rs.10 lakhs**. The said Security Deposit will cover Security Deposits towards all types of utilities (such as Electricity, Water, Data Port, Telephone etc.) and will be deposited at Pune Airport.

5.7.5 Dues of a license/concession can be adjusted with SD of same/other license/concession of the same party at same/other airports after giving proper intimation to the party. If the license/concessions terminated/surrendered and the new concession/ license has not been awarded, SD will be refunded only after the concessionaire/licensee has cleared all the dues; vacated and handed over the possession of the premises/facility to AAI in the original condition as it was given at the time of handing over. If under any circumstances he fails to do so, he shall be liable to pay to AAI, the deemed justifiable amount ascertained by AAI otherwise the amount to the extent of damage shall be adjusted from the security deposit.

5.7.6 If the license/concessions terminated and the matter of dues is in arbitration proceedings, then the SD in the form of DD/PO/RTGS/NEFT available with AAI will not be refunded. If the SD is in the form of BG then it should be encashed before the instrument lapses, if the party is not willing to get the BG renewed. The proceeds of the instrument are to be credited to AAI's account and shown as SD available in the books of account till the same is adjusted or refunded.

## 5.8 Service Standards and other covenants

The Licensee shall at all times comply with the Service Standards and such other covenants as may be prescribed by the Authority from Time to Time.

## 5.9 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:

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the Mediation is to be completed within a period of 120 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice periods. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

c) Termination for convenience

Either party, AAI on one part and 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 50% of the license period or the party has not served the requisite notice of 180 days, for surrender of license/concession after completion of 50% license period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

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

(ii)	between 50% to 75%	4	3	2
(iii)	between 75% to 100%	2	2	1

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

- d) Termination for regulatory / legislative or supervisory requirements: If any provision on law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise, then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAI.
- e) All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 120 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ APD of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the mediation process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
- f) The case shall be referred to the sole Arbitrator by the Chairman/Member/ APD of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making such reference, and further extendable)/ DD/PO/ RTGS/ NEFT) with AAI as condition precedent before referring to the Arbitration for adjudication of dispute.
- g) The venue arbitration shall be at Pune Airport and competent authority for appointment of Arbitrator shall be as per prevalent Delegation of Power (DoP) of AAI.
- h) The concessionaire/Licensee is free to seek/invoke arbitration clause as per agreement within a reasonable period of time not exceeding one

twenty (120) days for addressing the issues raised by them. During the arbitral and Dispute resolution proceedings, the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements.

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. **Partial or Part exit from the contract is not allowed for the bidder. However, AAI reserve the right to exit from one or specific airport(s) for operational reasons such as closure of flight operations etc.**

#### 5.9 (II) Set off Clause

In the event of a default or breach in payment of License Fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time 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 purpose 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.

#### 5.10 Revenue Realization

(i) Pune Airport shall **raise bill on or before 10th of every month**. The concessionaire has to make the payment of License Fees etc. by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per period. Annum shall be charged from the due date, for entire delay period. In case of Central / State Govt. and them

PSUs: Interest on delayed payment at the rate of 6% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 12% per annum shall be charged from the due date, for entire delay.

In case the licensee fails to make the payment before due date, licensee shall be issued notice (as per **Form-IX**) for clearance of outstanding dues. Even after notice, if the concessionaire/ licensee still fails to clear the dues and the **dues become equivalent to**

50% of the security deposit amount or three months license fee, whichever is lower, the dues along with penal interest shall be adjusted from the security deposit as per Form-X, without grant of any extension whatsoever. After the adjustment of outstanding dues and penal interest from security deposit, the licensee will have to recoup the shortfall in SD amount within 10 days. If the licensee fails to recoup the security deposit amount within the stipulated time limit, then AAI may issue a short notice of intent to terminate the license/ concession. After expiry of notice period, if the default still persists, AAI is at liberty to terminate the license/concession forthwith.

(ii) In case of ex-licensee, their security deposits, if any, may be encashed and adjusted against outstanding dues. Balance amount, if any, may be recovered in consultation with Department of Law. The details of outstanding dues against the ex-licensee may be reported to RHQ/CHQ. This exercise to encash the deposits/invoking the Bank Guarantee may be completed and action under AAI Act, 1994 (Unauthorized Occupants) for recovery of balance outstanding dues may also be initiated.

(iii) In case, the outstanding dues exceeds 50% of the SD available or as envisaged in the agreement provisions, whichever is lower, action to be initiated for encashment of BG/adjustment of SD by Airport Director against such outstanding dues. The party will immediately be asked to recoup the said SD as well as clearance of dues, if any, within 10 days failing which, process for termination of contract shall be initiated. In case the termination process is required to be initiated against existing licensee, fresh tender action for award of regular contract should be simultaneously initiated. Invocation of BG submitted by Govt. agencies/CPSUs, shall be done after approval from CHQ.

#### 5.11 Gestation Period

- a. Gestation period as specified in clause no. 1.1.3 of this RFP document, reckoned from the date of handing over of sites shall be permissible.
- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favour of the existing licensee in the same place (i.e. same area as well as location).
  - 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 in clause 1.1.3, may be permitted.
  - ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

c. In case the space is handed over in phases, a gestation period of 30 days is to be given for subsequent phase.

5.12. The Licensee shall be liable for the compliance of all Applicable Laws and statutory rules and guidelines laid down by competent authorities, including without limitation, guidelines laid down by MeitY, Cert-In, DoT, GDPR Compliances or by any other relevant government authority time to time.

5.13. Change in Passenger Terminal Building

5.13.1 In the event of change of passenger terminal building or any other location where Wi-Fi is installed, Bidder shall relocate / extend the Wi-Fi facility to such locations. It would be incumbent upon Authority to provide all necessary details and drawings and inform the Licensee at least three (03) months in advance of the Commissioning date of the new facilities so that the Licensee can redraw the Plan and seek approval of the Authority for implementing the same at the new facilities on their commissioning. In the event Authority ensuring the approval of Revised Plan and availability of new Licensed premises for relocation of Wi-Fi hardware at least thirty (30) days before the commissioning date, it would be deemed that the Licensee has been provided the necessary reestablishment period for relocating the displaced location (s) from its original location(s) to Alternate location (s). In the event of failure of Authority to meet above specified schedule then the necessary resurrection period and License Fee Holiday would be allowed as if all the affected locations were Displaced/ Withdrawn Locations. In such cases, no extension of contract will be awarded in lieu of the reestablishment period or License fee holiday period. Any necessary Wi-Fi hardware enhancements resulting from the expansion of the terminal building, which is expected to generate increased revenue, shall be carried out without imposing any financial burden on AAI. Relocation of Wi-Fi hardware required due to change in terminal building, shall be done without any financial implication to AAI.

5.13.2 In case the change in Terminal Building facilities and Traffic Circulation Areas results in suspension of business for more than thirty (30) days, the License Term shall be extended by the suspended period and the date of annual escalation of License Fee shall be reset accordingly.

5.14. Penalty

Authority's nodal office can impose a fine of Rupees Five Thousand Only (Rs. 5000.00 Only) on the Licensee during inspection/audits for every offence, if any staff of Licensee is found to be in an inebriated condition/ indulging in bad conduct/ creating nuisance/ willfully damaging or tampering the sites/ property of the Authority. An indicative list of violations is provided for better understanding as below:

- a) Any staff of Licensee found in drunken condition/indulging in bad conduct.
- b) Any staff of the Licensee found creating nuisance.
- c) Improper maintenance & defacement of the Airport Property.

- d) Dishonour of Cheques and Drafts submitted by Licensee to AAI.
- e) Misbehaviour with staff and commuters of AAI.
- f) Not following safety and security norms as may be indicated by authorized representative of AAI.
- g) Misusing Electricity or tampering with energy meter.
- h) Non-availability of AEP
- i) Any other incident as decided by Engineer in charge of AAI

5.15. Withdrawal of Approved Wi-Fi Locations(s)

The Licensee agrees and acknowledges that the Authority may order withdrawal of originally approved locations at any time during the License Term on account of security, statutory, operational or developmental issues. Such an eventuality would be governed and regulated under the provisions for such situations already defined in the RFP forming part of this License Agreement.

\* \* \* \* \*

## Chapter Six (06)

### **FRAUD AND CORRUPT PRACTICES**

6.1 The Bidders and their -+respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

6.2 Without prejudice to the rights of the Authority under Clause 6.1 hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt Practice” means

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the License Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);or
- (ii) Save and except as permitted under sub-clause (e) of Clause 2.2.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the License or the LOIA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the License;

- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) “Undesirable practice” means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
  - (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
-

## **Chapter Seven (07)**

### **SPECIAL TERMS & CONDITIONS**

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Airport of License/Authority's Corporate Headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Bidder in order to receive clarification or further information;
  - (c) Shortlist or not to shortlist any Bidder and / or to consult with any Bidder in order to receive clarification or further information;
  - (d) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

#### 7.3 Expenditure Guidelines

1. The Capital expenditure will be borne by licensee.
2. The Operational expenditure will be borne by licensee
3. AAI shall provide bare space (Layout plans/ implementation model shall be approved by respective Airport) for subject services and other expenses for any kind of establishments and rendering of services will be incurred by vendor.
4. AAI will provide necessary access points and network infrastructure (Active and Passive for propagation of SSID only). However, the bidder needs to make necessary arrangements to provide authentication, security, integrity, privacy and other services etc. as per TRAI guidelines.
5. The cost of integration of the Bidder's service to the AAI's network infrastructure will be borne by licensee.

AAI will not bear any operational or capital costs for these services

#### 7.4 Service Level Agreements (SLAs)

Wi-Fi Speed: Speed is a function of bandwidth and the users accessing the service. Contract should be future proof and sufficient backhaul to ensure 5 Mbps speed per user for free duration which is sufficient for loading/browsing regular pages.

Agency has to maintain speed of 5 Mbps in peak hours of scheduled operations. However, during delayed/cancellation / diversion of flights etc., the number of pax increases more than the scheduled peak hours, speed should not fall below 5 Mbps.

Backhaul should be made adequate for such requirement. The agency shall provide daily per user usages report to AAI by mail as and when required.

Duration of free Wi-Fi: The duration of free Wi-Fi service required should be at least 45 mins with 500 mb data/user/day. Beyond free duration of 45 min, charges as per the published tariff of concerned ISP shall be applicable.

#### Location/service area of Wi-Fi Service:

All the area within the airport terminal building and 30 m around the building meant for passenger movement should have the access to free Wi-Fi (5 Mbps Bandwidth). The following table details out the locations which will be used for tracking and measurement at regular interval.

S. No.	Location (Int. & Dom.)
1	Airport Terminal Entry/Exit gates
2	Check-in area
3	Security Check
4	Immigrations counters (Arr. & Dep.)
5	Sec. Hold Area
6	Baggage Belts
7	Boarding gates
8	Arrival gates
9	Designated seating area for passengers
10	Other areas specified by AAI within 30 metres city side and airside of the terminal buildings

- The vendor shall provide a dashboard to monitor the service parameters at airport level.
- The audited tracking report in the format mentioned has to be submitted every month by the vendor for locations to the respective airports for monitoring

Wi-Fi speed measurement	
Location	Speed measured at location

### 7.5 Monitoring & Tracking

- The contract will be managed by Airport Director of the Pune airport.
- The execution/implementation/monitoring of contract should be done under the control of SM(IT)

### 7.6 Penalty for non-adherence to SLA

- AAI can conduct speed tests at least once every week, if required during peak hours to verify the submitted reports.
- Licensee's failure to adhere to operating requirements is anticipated to result in inconvenience to the public, adversely affecting the overall business of the Airport. Thereby the following penalties will be levied on the licensee for violations and will be paid to Airport (within 15 days) or failing which, from the Bank Guarantee on a monthly basis. The licensee will be bound to ensure that at the end of each quarter the Bank Guarantee is at the mandated amount as per the contract. The violations and penalties are defined as follows: -

Operating standard	Penalty (On Monthly Invoice)
Speed per location	Feedback for first violation Warning for second violation Rs. 1000 for next five violations and penalty of Rs. 5000 for all further violations

If any of the above penalties are imposed more than 3 times in a month, the Airport then assumes the right to revoke security access for Wi-Fi service provide staff till the issue has been resolved.

If the Wi-Fi service provider still continues to violate the SLAs, the Airport reserve the rights to step in into the agreement at its discretion and operate the allocated spaces in place and substitution of the concessionaire, either by itself or through another contract.

### 7.7 Contractor Labour Regulation

- a. Contractor has to comply with the provision of contract Labour (Regulation & Abolition) ACT 1970, Contract Labour (Regulation and Abolition) control rules, 1952 and minimum wages act and rules thereof central and state Governments.

- b. The Bidder shall ensure minimum wages as per the central or state government whichever is higher, ESI, PF, Bonus etc. to all his employees deputed in the AAI premises satisfying the Minimum Wage Act. Also, the bidder shall keep all mandatory records like PF, ESI, and Bonus etc. of his employees deputed in the AAI premises as per requirement of the labour regulation.
- c. The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948.
- d. In all contractual matters, decision of APD will be final, who will also be the appellate authority in all matters.
- e. The minimum rates of the wages for the staff shall be payable in strict compliance to minimum wage Act 1948 and as per the notification of the statutory labour welfare authority (Central/state) time to time, whichever is higher.
- f. If on account of any legislation, notification, labour award, the basic rates or DA or both of minimum wages of unskilled, semi-skilled, skilled and high skilled labour are increased at any time or times after the date of submission of the bid, the Contractor has to pay minimum wages with applicable increased Basic rate or DA or Both due to such increase. AAI shall reimburse to the Contractor the same on production of document proof.
- g. The payment to the workmen engaged by the contractor has to be credited on or before 10th of every month to the bank accounts of individual employees through ECS after obtaining authorization from individual employee of agency. Copy of documentary evidence by the agency shall be submitted to E-I-C at the time of submission of bills by the contractor.
- h. The contractor has to produce the original copy of challan towards E.P.F. & E.S.I. deposits to the Engineer-in-charge or his representative and submit the certified photocopies of challan failing which payment shall not be made till the submission of above documents.
- i. Workman Compensation policy, Statement of Minimum Wages and Bonus paid to their employees through ECS shall be produced at the time of submission of bills.
- j. Contractor shall cover all of the workmen who are not covered under ESI act, employed for this work under a suitable insurance scheme as approved by AAI. However, no reimbursement will be paid by AAI.
- k. Bonus for eligible workmen shall be paid by the agency as per Bonus Act including prevailing amendments in force at the time of such payment.

- I. If on account of any legislation, notification, labor award, the basic rates or DA or both of minimum wages of unskilled, semi-skilled, skilled and high skilled labor are increased at any time or times after the date of submission of the bid, the Contractor has to pay minimum wages with applicable increased Basic rate or DA or Both due to such increase.
  
- m. The contractor shall provide 2 sets of uniform (pant and shirt), 1 reflective jacket with logo displaying: Company name on Front & Designation, 1 pair of protective shoes and 2 pair of socks per one year to their employees as per pattern approved by the Authority during the contract period (within one month from the date of award). Their personnel shall also conspicuously display identity cards while on duty.

#### 7.8 Permissions from concerned Government authorities

The service provider shall be responsible for obtaining necessary permissions from Department of Telecommunications (DOT)/TRAI/MeitY/Cert-In (as and where applicable) (or any other department dealing such permissions in Government of India) and comply with all guidelines issued from time to time. Any Law/Instruction issued by Local Authority, in this regard shall also be adhered to. In case the service provider fails to comply with the instructions of regulatory authorities and of regulatory authorities orders to remove all such infrastructure, that shall be removed by Service Provider itself on its own cost and such termination happens before completion of 50% of the total tenure then the service provider shall pay penalties to AAI as per termination clause of Tender Document. The Service Provider shall not be entitled for any claims from AAI. An undertaking /Declaration to be taken from service provider in this regard before issuing award letter. It will be ensured by service provider: -

- I. The infrastructure should not hamper any other AAI facility and also in the operation of the existing facilities of the airport.
- II. The renewal of license to Wi-Fi provider will be subject to meeting mutually agreed terms and conditions of the service provider.
- III. The direct and indirect cost involved for the operation of Wi-Fi services is to be borne by the solution provider apart from license fee fixed up by AAI.
- IV. All electrical and network cabling should be made such that wires/cables are not visible on the surface.

#### 7.8 Other important points to be considered by the bidder:

1. Free Wi-Fi service shall be accessible on devices like Laptop, Desktop, PDA & Mobile Phones.
2. If the agency requires any promotional activity, the same shall be with the prior approval of AAI.
3. Pamphlets for provisioning of Wi-Fi services or associated advertisement, if any, is to be provided in consultation with AAI.

4. The agency shall not use their infrastructure created for this facility to extend services to any other agency directly or indirectly to generate revenue/commercial activity.
5. The screen designed to display the complementary service of AAI and the agency need to be approved by AAI. No third party's advertisement is allowed.
6. The successful bidder shall ensure good character and antecedents of the manpower before employing the staff engaged by firm. He should maintain proper discipline and good behaviour with AAI staff and officers. The bidder shall remove such workers from the site whose behaviour is found improper.
7. An attendance record to this extent shall be maintained by the contractor for all such staff. AAI shall be at liberty to return a staff within 15 days from the time of first reporting if the capabilities of the staff are found to be inadequate. The bidder shall be required to replace such staff. Also, in case if a particular staff is found to be indisciplined or incapable of doing his duties during his working at a later date, then AAI shall be at liberty to ask the bidder to replace such staff within 21 days of issue of a written notice to this extent.
8. The agency / firm shall have suitable leave reserve or additional manpower to manage any situation so as to make the work go smooth.
9. AAI shall facilitate in arranging AEP during period of contract. However, any police verification etc will have to be organized by the vendor wherever applicable. Any cost if applicable shall also be borne by the vendor.

**Entry Pass:**

The work site lies in restricted area. The contractor shall apply in writing in advance for issue of necessary entry passes of workman engaged by him. The Airport is an essential service covered under the maintenance of essential service Act and hence disruption of services rendered will be a statutory offence. The police Verification from Commissioner of Police should be submitted for each worker for issue of security passes. The fees/charges for the issue of entry passes to the engaged manpower, materials etc. shall be borne by contractor and nothing extra shall be paid on account of this. After completion of the contract or expiry of the entry pass, the same shall be returned to AAI.

**Security Guidelines:**

i. The contractor and his employees shall abide by security regulation framed by AAI, BCAS or Police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work in area of the Airport; The Contractor shall be fully responsible for the working of his staff. "If Contractor is found to violate any of security regulations, he shall be black listed and will be subjected to other legal proceedings".

ii. The Contractor shall fulfil the following requirements which are mandatory for obtaining Aerodrome Entry Permits (AEPs) prior to the commencement of operations at Pune Airport:

iii. The Contractor shall obtain Security Clearance (through e-BCAS portal of Govt. of India/link via BCAS website) for the Company from Bureau of Civil Aviation Security (BCAS)

iv. The Contractor shall obtain the approval of Entity's Security Program from BCAS. The contractor who has a valid security clearance from BCAS needs to upload a copy of the security clearance certificate.

v. The Contractor shall undertake Police Background Checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Police Commissioner in respect of their employees (PVC obtained by the individual prior to the employment is not valid). Background checks shall be conducted at all the places of the applicant's residence in the previous one year and of his criminal history, if any. A valid Indian Passport issued in the previous 05 years shall be considered in lieu of background check, provided there is no change in the residential address.

After obtaining Police Verification Certificate, the Contractor shall ensure that their employees shall attend one-day AVSEC Awareness Training arranged by the airport operator.

vi. The contractor should ensure adherence to any other additional condition / regulation imposed by BCAS during the entire duration of the contract. The contractor should ensure timely submission of all required documents and renewal of passes. AAI will not be responsible for any delay due to delay in submission / approval of documents.

10. The successful bidder should ensure the availability of free Wi-Fi service to the International passengers in suitable ways.

11. Any IT infrastructure provided for Wi-Fi Service by the vendor should be either under warranty or AMC and it should not be EOSL (End of Support/Service Life).

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13	Documents of Incorporation	
14	Copy of Memorandum and Articles of Association/Partnership Deed	
15	Duly Audited balance sheet and profit and loss account for the preceding seven (7) financial years.	
16	Documentary proof of payment of RFP document Cost	
17	Documentary Proof of payment of Earnest Money Deposit	

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

To,

Date: \_\_\_\_\_

AIRPORTS AUTHORITY OF INDIA

Pune Airport, Lohegaon,

AAI, Pune – 411032.

Subject: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the "Provisioning of Wi-fi Services to passengers at Pune Airports" 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 2.13.1 & 2.1.3 (vi) 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 Chapter 6 of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
- c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Chapter 6 of the RFP Document/Tender Documents, 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 2.2.1 (b) of the Tender Document.

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

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

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

13. I / We confirm having submitted the Tender Processing Fee of 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. 1,04,925/- (INR One Lakh Four Thousand Nine hundred and Twenty-Five only) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
15. I / We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.
16. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.
17. 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.

Dated this ..... Day of ....., 20....

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

**Details of Bidder**

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

**FORM- I**  
**Annexure-2**

**Technical Capacity and Financial Capacity of the Bidder**  
**(Refer to Clauses 2.2.2 (A) & (B) of the RFP)**

	Name of the Bidder														
	Status of the Bidder														
A	Details of Experience (Technical Capacity)														
		Seventh Preceding Financial Year	Sixth Preceding Financial Year	Fifth Preceding Financial Year	Fourth Preceding Financial Year	Third Preceding Financial Year	Second Preceding Financial Year	First Preceding Financial Year							
	Name of the Principal who awarded the Wi-Fi services contract	Periodicity of License	Amount of License Fee Paid in Rupees	Periodicity of License	Amount of License Fee Paid in Rupees	Periodicity of License	Amount of License Fee Paid in Rupees	Periodicity of License	Amount of License Fee Paid in Rupees	Periodicity of License	Amount of License Fee Paid in Rupees	Periodicity of License	Amount of License Fee Paid in Rupees	Periodicity of License	Amount of License Fee Paid in Rupees
1															
2															
3															
4															
5															
6															
7															
8															
9															

10																
	Total															
B	Details of Annual Gross Turnover in Rupees (Financial Capacity)															
		Seventh Preceding Financial Year	Sixth Preceding Financial Year	Fifth Preceding Financial Year	Fourth Preceding Financial Year	Third Preceding Financial Year	Second Preceding Financial Year	First Preceding Financial Year								
1	From the business claimed at A above															
2	From Other Businesses															
	Total															

**Certificate from Chartered Accountant**  
**(Refer to Clauses 2.2.2 of the RFP)**

Based on the audited records of the \_\_\_\_\_ (Name of the Company), this is to certify that..... (Name of Bidder) has achieved a gross sales turnover including from Wi-Fi and IT and Telecom business as defined at Clause 2.2.2 (A) (i) & (ii) of this particular RFP during the preceding seven financial years (April-March) in the percentage indicated against each.

Sr. No.	Financial Year	Total Gross Sales Turnover (100%)	Gross Sales Turnover from Businesses specified at Clause 2.2.2 (A) (i) & (ii) of the RFP		Indian Rupees in Lakhs	
			In Absolute Terms	In Percentage Terms	In Absolute Terms	In Percentage Terms
				05[04/03x100 ]	06	07[06/03X100 ]
01	02	03	04			
01						
02						
03						
04						
05						
06						
07						

This is to further state that the information certified as above is true, and correct to the best of our knowledge and based on the records produced before us.

Signature  
Name & Membership No of Chartered Accountant  
Seal of the audit firm:  
Date Place

**FORM- I**  
**Annexure-4**

**DETAILS OF OUTSTANDING DUES AT AIRPORT UNITS UNDER MANAGEMENT OF AUTHORITY**

The Bidder shall submit the details of commercial Licenses held/operated (current and past) from the date of publication of RFP in respect of all Airport Units and Offices under management of Authority along with details of undisputed/disputed/stayed by Arbitral Tribunals or Judicial Courts outstanding dues and Security Deposits held up to the relevant period in the following Performa.

Figures in Indian Rupees											
Sr . No .	Detail s of Contr a ct	Statu s of Contr a ct	Comm encem ent Date	Expir y Date	Brief Reasons of Expiry of Contract if applicab le	Status of Outstanding Dues as up to_____					
						Undisp ut ed	Dispu ted Unde r Arbitr ati on	Stayed by a Judicia l Court or Arbitr al Tribun al	Tot al	Cont ract ual Secu rity Depo sit	Adition al Security Deposit against Dispute d Dues
01	02	03	04	05	06	07	08	09	10	11	12
01											
02											
03											
04											
05											

Note: The Bidder shall submit a outstanding dues certificate from the Authority (as per Form 1 – Annexure 5) in respect of the figures being indicated at Column 07 to Column 12.

Signature of Authorised Signatory  
Name, Designation, Seal/Stamp of Bidder, Date & Place

**FORM- I**  
**Annexure V**

**"Outstanding Dues Certificate"**

(A separate certificate is required to be obtained and submitted along with RFP for all the contracts, Airport Units, Offices as mentioned at Form-I, Annexure IV)

File No.: \_\_\_\_\_  
 Date of Issuance of Certificate: \_\_\_\_\_  
 Name of Contract: \_\_\_\_\_  
 Agreement Dated: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_  
 Expiry Date: \_\_\_\_\_  
 Period up to which "Outstanding Dues Certificate" issued: \_\_\_\_\_  
 Issued to :( Name of the Party) \_\_\_\_\_

Sr. No.	Nature of Dues	Amount Indian Dues in Rupees	Amount of Security Deposit Available with AAI/Reference to Orders of Judicial Court/Arbitral Tribunal	Validity of the Security Deposit/ Validity of the Orders of Judicial Court/ Arbitral Tribunal
01	***Undisputed License Fee Dues			
02	*** Undisputed Other Dues			
03	Disputed Dues referred to Arbitration			
04	Disputed dues admitted for Mediation as per AAI Mediation Policy			
05	Dues Stayed/Withheld from Realization by order of a Judicial Court/Arbitral Tribunal			
	Total:			

\*\*\*The composite amount shown if not "NIL" on the date of issue for and up to the relevant period must be bifurcated and clearly defined so as to indicate the month up to which the Undisputed License Fee and Other Dues have been cleared by the bidder.

(Authorized Signatory of AAI)

Name and Designation: \_\_\_\_\_

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

**Statement of Legal Capacity  
(To be furnished by the Bidder)**

Reference \_\_\_\_\_

Date \_\_\_\_\_

To,  
\*\*\*\*\*  
\*\*\*\*\*

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, Name and Designation of the Authorised Signatory)

For and on behalf of.....

\*Please strike out whichever is not applicable.

**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 Shri/ Smt. (name), ..... son/daughter/wife of .....aged ..... years and presently residing at ....., who is presently employed with us 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 prequalification and submission of our Bid for the..... [NAME OF LICENSE] facility at.....Airport, ....., India (the "Concession") proposed by AAI including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the AAI, representing us in all matters before the AAI, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAI in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AAI.

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

IN WITNESS WHEREOF WE....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON Verified at..... this ..... the day of.....2023

For .....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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

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

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**FORMAT OF AFFIDAVIT**

(To be executed by Bidder on a non-judicial Stamp Paper of Rs 100/- and duly notarized)

I, .....S/o....., Authorized Signatory for  
M/s  
.....do hereby solemnly affirm and declare as under:

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for Selection of the Bidders for the aforesaid License, and we certify that all information provided in the Proposal and in Annexure is true and correct; and nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
3. I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Chapter 6 of the RFP 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.

(e) That the undertakings given by us along with the Proposal in response to the RFP for the License are true and correct as on the date of making the Proposal and I/we shall continue to abide by them.

5. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the License or which relates to a grave offence that outrages the moral sense of the community.

6. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

7. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.

8. I/ We further certify that we, or our Associates do not have any outstanding dues as applicable to this RFP.

9. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

10. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned License and the terms and implementation thereof.

11. In the event of my/ our being declared as the Highest Bidder, I/we agree to enter into a License Agreement in accordance with the draft that shall be provided to me/ us prior to the Proposal Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

12. I/ We have studied the RFP Documents carefully and also surveyed the site at the Airport. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or

in respect of any matter arising out of or relating to the Bidding Process including the award of License.

13. I/ We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the License is not awarded to me/us.

14. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

15. We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till the expiry of the License Term and in accordance with the License Agreement.

DEPONENT

#### VERIFICATION

I, ..... , the above name deponent does hereby verify that the contents of the aforesaid paragraphs 1 to 15 are true and correct to the best of my/our knowledge and belief and nothing is concealed there from.

Verified at ..... this ..... the day of ..... 2023

DEPONENT

**DECLARATION**

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

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

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

(In case of no contracts in AAI controlled Airports, indicate NIL)

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defence or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details).
3. I/We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues with AAI". (In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in clause 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 or against our affiliate(s) 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

**FORM-VI**

**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

NB:

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

**FORM-VII**

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

**BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER**

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

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

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

Place:  
Date:

**CHECKLIST OF SUBMISSIONS**

The Bidders are advised to arrange the submissions/documents in the following order. Each page of Proposal is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder.

<b>Sr. No.</b>	<b>Document Name</b>	<b>To be notarized</b>	<b>Yes/No</b>
1	Form- I Acceptance Letter	No	
2	Form –I (Annexure 1) – Details of Bidder	No	
3	Form-I (Annexure 2) – Technical and Financial Capacity of Bidder.	No	
4	Form-I (Annexure 3) – Certificate from Chartered Accountant	No	
5	Form-I (Annexure 4) – Details of Outstanding Dues At Airport Units Under Management Of Authority	No	
6	Form-I (Annexure 5) – Outstanding Dues Certificate	No	
7	Form-II Statement of Legal Capacity	Yes	
8	Form – III Power of Attorney for signing the Proposal	Yes	
9	Form-IV Affidavit	Yes	
10	Form-V- Declaration	No	
11	Form-VI - List of near relatives employed in Airports Authority of India	No	
12	Form-VII - Beneficiary details for RTGS funds transfer	No	
13	Documents of Incorporation	No	
14	Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed	No	
15	Duly audited balance sheet and profit and loss account for the preceding seven (7) financial years.	No	
16	Documentary proof of payment of RFP Document Cost	No	
17	Documentary Proof of payment of Earnest Money Deposit	No	

Date, Place, Signature, Name, Designation, Seal and Stamp of the Bidder

**Outstanding dues Notice**  
**AIRPORTS AUTHORITY OF INDIA**

\_\_\_\_\_ AIRPORT

No.

Date:

-----  
-----  
-----

Subject: Payment of Outstanding Dues - notice.

Reference: Concession/ License for \_\_\_\_\_

Dear Sir,

As you are aware, in terms of Clause No \_\_\_\_\_ of the Agreement dated \_\_\_\_\_ signed and executed between M/s \_\_\_\_\_ and AAI in respect of the above mentioned license for a period between \_\_\_\_\_ to \_\_\_\_\_, licensee is liable to pay the amount of license fee in advance by 25<sup>th</sup> day of the every calendar months. However, it is observed that an amount of Rs. \_\_\_\_\_ is outstanding against M/s \_\_\_\_\_ as on \_\_\_\_\_ due to non-payment of license fee/electricity charges/telephone bills/Misc. charges/etc. The details are given below:

- (i) License Fee: Rs \_\_\_\_\_
- (ii) Space rent: Rs \_\_\_\_\_
- (iii) Electricity/Water Charges : Rs \_\_\_\_\_
- (iv) Telephone Charges : Rs \_\_\_\_\_
- (v) Misc. charges : Rs \_\_\_\_\_
- (vi) Interest on delayed payment : Rs \_\_\_\_\_
- (vii) Commercial Area Maintenance charges : Rs \_\_\_\_\_
- (viii) Taxes : Rs \_\_\_\_\_

2. You are requested to arrange the payment of aforesaid dues together with interest on delayed payment @ \_\_\_\_\_\* per annum (i.e. an amount mentioned at column \_\_\_\_\_ above) within \_\_\_\_\_\* days

of the issuance of this letter, failing which the entire amount of outstanding dues shall be adjusted from your Security Deposits available with us, without any further reference to you. In addition, AAI shall be constraint to take further action as deemed fit including termination of license if situation so warranted.

Please acknowledge receipt.

Thanking you,

Yours Sincerely,  
( )

NOTE: \* This can be suitably filled as per terms & conditions of Agreement.

**Adjustment of outstanding dues  
AIRPORTS AUTHORITY OF INDIA**

\_\_\_\_\_AIRPORT

No.  
-----  
-----  
-----

Date:

Subject: Adjustment of Outstanding Dues - Recoupment of Security Deposit.

Reference: Concession/ License for \_\_\_\_\_  
Sir,

Please refer to this office letter No. \_\_\_\_\_ dated \_\_\_\_\_  
regarding payment of outstanding dues.

2. As you have failed to make payment of outstanding dues within the time stipulated in the above letter, we have encashed your Security Deposit and adjusted an amount of Rs \_\_\_\_\_ against the outstanding dues as on \_\_\_\_\_.
3. After adjustments as above the balance amount of Security Deposit has reduced to Rs \_\_\_\_\_.
4. Therefore, you are requested to recoup the Security Deposit amount as per conditions of Concession/ License within \_\_\_\_\_\* days of issue of this letter, failing which necessary action to terminate the license in terms of agreement shall be initiated, without any further reference to you.

Thanking you,

Yours Sincerely,  
( )

NOTE: \* This can be suitably amended as per requirement.

**FORM 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 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.....) 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.
7. NOTWITHSTANDING anything contained herein:
  - i. Our liability under this Guarantee shall be limited to a sum of \_\_\_\_\_ during the currency of the contract and 6 months thereafter.
  - ii. This bank guarantee shall be valid up to \_\_\_\_\_ and you have the right to encash this guarantee up to 180 days from the said date.
  - iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before \_\_\_\_\_.

For Bank name Dated:  
Place:

Witnesses

**FORM-XI**  
**Appendix-A**

**Guidelines for BG Verification through SFMS of ICICI Bank**  
**(For successful bidders only)**

1. Prospective successful bidder has to submit BG(PBG/BG-SD/FBG) in accordance with the following bank details.

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC0000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	7037 (AAIPUNE)

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 Form-XI, Appendix-B.
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.
4. While submitting the original BG document, the vendor/ customer/ concessionaire has to compulsorily attach copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

Advisory: For Applicant and its BG issuing Bank Branch

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)

Example

7037

**AAIPUNE**

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.

**FORM-XI**  
**Appendix-B**

**Request Letter: Transmission of Bank Guarantee Cover Message**  
**<to be submitted by applicant to BG issuing bank>**

Date: \_\_\_\_\_  
The Manager,  
(Bank),  
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir/Ma'am,

I/We, \_\_\_\_\_, request you to include unique identifier 'AAIPUNE' 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,

\_\_\_\_\_

(Vendor/Customer/Concessionaire)

**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 s AAI A/c NO.....

Sir,

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

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

Signature of the

Depositor Place:

Date:

**GUIDELINES FOR FINANCIAL PROPOSAL**

(For reference purpose and not to be submitted with Technical bids.)

Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC E-tender Portal only. The quote in physical form as a document need not be submitted along with technical bid documents.

**Bidder will not be allowed to quote less than the MMG mentioned in RFP. Bidder must quote the financials in the BOQ only. Bidder shall quote MMG excluding GST.**

**Passenger traffic data and MAG/MMG details**

**TOTAL PASSENGERS (INTL+DOM)**

<b>SN</b>	<b>Airport</b>	<b>Pax count 2023-24</b>	<b>Proposed MMG (Exclusive of GST)</b>	<b>Proposed MAG (Exclusive of GST)</b>
1	Pune	95,25,484	91,542	10,98,507

**AIRPORTS AUTHORITY OF INDIA**

**LICENSE AGREEMENT**

**FOR**

**Provisioning of Wi-Fi Services**

**At PUNE AIRPORT**

## Draft License Agreement

Photo of the licensee

SUBJECT: Grant of License for Provisioning of Wi-Fi Services at Pune Airport listed under clause 1.1.2 of RFP

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 through its General Manager (IT), 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 76 Airports (As per RFP) for the purpose of \_\_\_\_\_ so as to provide amenities and facilities to the passengers and visitors at 76 AIRPORTS (As per RFP) 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:

That the license for the said facility shall be valid for the period of \_\_\_\_ (\_\_\_) years from \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier on account of following;

- a. By giving \_\_\_\_\_ 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 by way of License Fee (MMG) on or before 25<sup>th</sup> day of English Calendar month at each of the Airport as per RFP.
  3. Rate of Escalation:  
License Fees shall be subject to annual escalation as specified in RFP.
  4. Each Airport under the scope of this RFP, shall raise bill on or before 10<sup>th</sup> of every month. The concessionaire has to make the payment of License Fees etc. by 25<sup>th</sup> of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

In case of Central / State Govt. and their PSUs:

AAI shall raise bill on or before 10<sup>th</sup> of every month. The concessionaire has to make the payment of License Fees etc. by 25<sup>th</sup> of the same month, failing which interest on delayed payment at the rate of 6% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 12% per annum shall be charged from the due date, for entire delay period.

5. The space rent/Utility/Facilitation charges/CAM charges (As and when applicable) are subject to prevailing guidelines as decided by AAI from time to time.
6. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time and that shall be paid with 10 days from the date of issuing the Bill. 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. by way of online Real Time Gross Settlement System (RTGS)/ National Electronic Fund Transfer (NEFT). No outstation cheque shall be accepted in payment of license fee etc.
9. That the licensee shall deposit a sum of an amount equal to 06 months of license (based on first year license fee of each airport) fee as Security Deposit at each airport in the form of RTGS/NEFT/ Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Airport Director AAI, of respective Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. 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 it may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest
10. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual license/concession value at each of the Airport, 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 and will be deposited at each of the Airport listed in the scope of this RFP.
11. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
12. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within

such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

13. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
14. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
15. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
16. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
17. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give 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.
18. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
19. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
20. The licensee must necessarily operate the contract for minimum 50 % 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.

21. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI tender. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 180 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 180 days' notice in writing without assigning any reason thereto.
23. Exit Clause in this contract shall be as follows: -
  - A. Normal termination: -

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

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the Mediation is to be completed within a period of 120 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the six (6) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

C. Termination for convenience: -

Either party, AAI on one part and 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 50% of the license period or the party has not served the requisite notice of 180 days, for surrender of license/concession after completion of 50% license period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

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

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

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

24. No compensation is payable by AAI. Exponential penalty on licensees @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.

25. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to terminate the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
26. Acceptance of award letter and RFP conditions shall form part and parcel of the license agreement.
27. The Authority and the Licensee further agree that they are bound by the RFP Including its General Terms & Conditions, Special Terms and Conditions, Schedule of Premises, Appendix '1, 2, 3, Articles respectively annexed hereto.

Signed by Joint General Manager (IT), Airports Authority Of India, Pune Airport 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. \_\_\_\_\_

## ARTICLE - 1 [DEFINITIONS & INTERPRETATION]

### 1.1. Definitions & Interpretations

In this RFP, the following expressions shall have the meaning stated herein:

“Access Date” shall mean the date on which the Licensee is handed over physical possession of the approved location (after completion of the contractual formalities like acceptance of LOIA, submission of security deposit, signing of agreement etc.) within the incubation period. In case the agency fails to take over the approved sites within 30 days of LOIA, the 31st day from LOIA shall be deemed to be the access date.

A handing over/taking over report to be signed by the Licensee with AAI on or before the commencement date.

“Access to Licensed Premises” The Licensee and its bonafide representatives, employees, agents, business associates will be accorded access to the Licensed premises for carrying out all activities related to its business at all times subject to adherence of security requirements as set out by AAI/BCAS from time to time.

“Addendum” shall mean any written amendment to this RFP, from time to time issued by Authority in accordance with Clause-2.11 hereof.

“Airport” shall mean the entire Airport Estate located at Airports mentioned in Para No. 1.1.2 and would include all its present and future terminal buildings, land, buildings, roads, car parks, equipment facilities and systems.

“Airport Users” shall mean any person using or involved in activities at, or in connection with or in relation to the Airport, including without limitation, staff of the Airport (permanent and outsourced) and airlines and all other stakeholders operating at the Airport, the passengers and flight crew members of airline.

“Annual escalation of License fee” will be as follows:

- “(i) The following principles shall be followed while working out the escalation
  - (a) The rates of recurring payments shall be escalated every year from the first day of the month from first billing date.
  - (b) The base date for working out such escalation shall be the first day post completion of gestation period

(ii) The escalation shall be worked out as per the formula given below: -

$$Rn1 = (CPI1 - CPI0) / CPI0 \quad Rn2 = (Pax1 - Pax0) / Pax0$$

$$Rn = (0.2 Rn1 + 0.8 Rn2) * 100\%$$

R<sub>n</sub>: Escalated rate/Revised rate which shall be applicable in the year which is to follow after the completion of n years since the first day of the month after the Bid opening month.

R: Rate quoted by the licensee at the time of bid.

CPI1: The monthly consumer price index (All India CPI- General Index (Urban) for Delhi center as issued by The Central Statistics office (CSO), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly index applicable shall be the annual average of CPI starting from 1 year prior to the date on which the escalation is being calculated to the last available CPII at the time of escalation of rate.

Pax1: The annual passenger traffic for respective airports is issued by Airport Authority of India shall be applicable. The annual traffic date starting from 1 year prior to the date on which the escalation is being calculated shall be applicable

CPI0: The monthly Consumer price index (ALL India CPI-General Index (Urban) for Delhi central as issued by The Central Statistics Office (CSI), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly Index applicable shall be the annual average of CPI starting from 1 year prior to receipt of bid to the last available CPII at the time of receipt of bid.

Pax0: The annual passenger traffic for respective airports as issued by Airports Authority of India shall be applicable. The annual traffic data starting from 1 year prior to the date of receipt of bid shall be applicable

iii). Rate of Escalation (R<sub>n</sub>) will be calculated per annum as per sample calculation given below. However, for practical purpose R<sub>n</sub> will be calculated from the last available CPII at the time of escalation of rate. No reduction in the applicable current rate shall however be allowed in case the revised rate falls below the rate existing at the time when escalation is calculated for rate. (i.e. if R<sub>n+1</sub> is worked out less than R<sub>n</sub>, the rate R<sub>n</sub> will continue to be applicable).

iv). Rate of Escalation (R<sub>n</sub>) will be calculated on the basis of the above-mentioned formulae. However, the lower limit (floor) of 10% and upper limit (cap) of 20% shall be applicable on the escalation rate. The calculated rate will be rounded to the closest 0.5%. for example, if the calculated R<sub>n</sub>=14.37%, a rate of 14.5% shall be used to calculate annual escalation.”

"Applicable Laws" means all applicable laws for the time being in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws,

policies made there under, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under Authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or of any Governmental Authorities, as may be in force and effect during the subsistence of the Agreements.

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the development, operation and maintenance of the Licenses, for or in respect of the License Agreement including but not limited to the approvals from Airport Health Officer, Airport Security and all other approvals as may be required to execute, give effect to, and perform the Agreement and the approvals and consents required from Authority or any other Governmental Authority pursuant to this RFP or the Agreement, including any third party approvals as may be required by the Licensee.

"Assigned Wi-Fi services Area" shall mean the composite Area which has been approved to be used for installation of Wi-Fi services hardware purposes as per Approved Location Layout Plan.

"Associate" Associate company in relation to another company means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company as per Companies act 2013

Explanation: For the purpose of this clause "significant influence means control of at least twenty percent of total share capital or of business decisions"

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

"BCAS" means Bureau of Civil Aviation Security and its branch offices having jurisdiction over airport of License.

"Bid Process" shall mean the bidding and selection process as detailed in this RFP.

"Bidder" shall mean a sole entity, submitting a proposal pursuant to this RFP.

"Business Incubation Period" shall mean a period of **thirty (30) days** from the date of issuance of Letter of Intent to Award the License to the Selected Bidder. (Refer Clause 4.2.1). The selected bidder will be under obligation during this period to complete all formalities and meet other obligations as will be specified in the LOIA by Authority.

"Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountant(s) within the

meaning of the Chartered Accountants Act, 1949 and having valid UDIN (Unique Document Identification Number) issued by ICAI.

“Companies Act” shall mean the (Indian) Companies Act, 2013, any amendments or re-enactments thereto or any other legislation governing the incorporation and existence of companies in India.

“License Agreement” shall mean the agreement to be entered into between the Authority and the Selected Bidder as per the draft format set out in Appendix-III to this RFP.

“License Fee” License fees shall be the quoted fixed license fees/quoted MMG by the successful bidder for the tendered airports. The quoted fixed license fees/MMG is subject to annual escalation as detailed in RFP.

“License Fee Commencement Date” shall mean the next day after expiry of the Gestation Period as defined in point 1 of 1.1.3 (for simplicity defined here as 1 month), reckoned from the Access date or a later date if notified by Authority.

“License Period” shall mean, a period of Five (05) years which can be further extended for Two (02) year with first right of refusal to vendor commencing from the License Fee Commencement Date, unless terminated earlier in accordance with the terms and conditions of the License Agreement. After, five years, the annual escalation rate of 20% for each year of extension period shall be applicable from the date of extension of concession/ license post completion of period of Five (05) years and final decision on this lies with AAI.

“License Year” shall mean each successive twelve months period during the License term.

“Licensee” shall mean the Selected Bidder, who executes the Exclusive Wi-Fi services Rights License Agreement with the Authority as defined in 1.1.5.

“Conflict of Interest” shall have the meaning as ascribed to the term in Clause 2.2.1(b).

“Consortium” shall mean a group of two or more entities, not exceeding three, coming together to submit a Proposal.

“Denial of Access to the Licensed Premises” shall mean a situation whereby the Licensee is continuously denied access to the Licensed premises by Authority (Other than Security Requirements) on any grounds for more than 7 days (AAI Working Days), the entire period of denial of access would be construed as denial to conduct the Licensed business and qualify for proportionate rebate of License Fee. However, such rebate would be permissible only if there is written document/communication by AAI towards such denial with reasons thereof.

“Earnest Money Deposit (EMD)” shall mean a specified amount to be deposited by each Bidder with Authority in accordance with Clause 2.20.

“Electricity Charges” shall mean the charges for the actual usage of electricity at the rate as applicable and as may be notified by the Authority from time to time, payable by the Licensee to Authority or any other agency appointed by Authority in this regard.

“Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC E-tender Portal only. The quote in physical form as a document need not be submitted along with technical bid documents.

“Gestation Period” means the period commencing on the “Access Date” and expiring basis clause 1.1.3

“Government of India (GOI)” shall mean the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GOI.

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

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

“Interactivity” is the dialog that occurs between a human being (or possibly another live creature) and a computer program.

“Letter of Intent to Award” or “LOIA” shall mean the written communication issued by Authority to the Selected Bidder intimating the acceptance of its Financial Proposal for award of the Wi-Fi services Rights License in response to the RFP

“Minimum Lock in Period” shall mean a period equivalent to fifty percent (50%) of the License Term commencing on the License Fee Commencement Date. (Refer Clause 5.3.1).

“Month” shall mean a Gregorian calendar month and for all calculation purposes would be considered to constitute thirty (30) days.

“Nodal Office” would mean the [Office of Airport Director at airport of License](#).

“Notice of Dissatisfaction” shall mean a written notice of thirty (30) days served in writing by Authority/Licensee on the other, specifically highlighting the instances which bring out specifically the deficient discharge of obligations (Events of default) as provided in the “License Agreement” and especially the instance (s) of Unsatisfactory Performance as defined herein.

“Notice of Termination of License Agreement” Authority as well as the Licensee will have the option to terminate the License Agreement after expiry of Notice of Dissatisfaction period of thirty (30) days by giving a further Notice in writing of Notice of Termination of One Hundred and twenty (120) days at any time during the currency of the License agreement, but after having completed the minimum lock in period equivalent to fifty percent (50%) of the License Term. However, Authority will be entitled to issue such Notice of Termination of one hundred and twenty (120) days even during the Minimum Lock in Period also in the event of Unsatisfactory Performance only as defined herein, if the Licensee has not made amends after expiry of thirty (30) days’ notice period of Notice of Dissatisfaction.

“Original Location” would mean the Wi-Fi services Location as physically handed over as per the first approved Location Layout Plan.

“Outstanding Dues” shall have the meaning ascribed to the term in Clause 2.2.1(d).

“Passenger Terminal” shall mean, wherefrom the passenger movements are operated/handled by the Authority.

“Proposal” shall mean the Technical and Financial Proposal to be submitted by each Bidder pursuant to this Request for Proposal (RFP) in the forms provided hereto.

“Proposal Due Date” shall have the meaning ascribed to the term in Clause -2.14.

“Proposal Validity Period” shall have the meaning ascribed to the term in Clause-2.17 of this RFP.

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Technical Proposal as per Clause-3.3.4, stand qualified and eligible for opening and evaluation of their Financial Proposals.

“Request for Proposals or RFP” shall have the meaning ascribed to the term in Clause 1.2.1.

“Security Deposit” shall mean, the interest free security deposit to be furnished and maintained by the Licensee to Authority, at all times during the License Term, in the manner as set out herein and in the Agreement.

“Selection Process” shall means the selection process detailed in Chapter 3 of the RFP.

“Selected Bidder” shall mean the first highest bidder who has quoted the highest amount after opening of the Financial Proposals and has been selected by the Authority pursuant to the selection process detailed in Chapter 3 of the RFP.

“Service Area” shall mean any storage area/office space/back office etc. including a remote warehouse, located at the Airport to which Authority may allow access to the Licensee for implementing the License on payment of Space Rental, Common Area Maintenance Charges, Electricity and Utility Charges and data port charges as may be applicable from time to time during the currency of the License

“Special Purpose Vehicle (SPV)” shall mean a company constituted by the Selected Bidder under the (Indian) Companies Act, 2013 for the purpose of executing the License Agreement with the Authority

“Taxes” means applicable national, local or foreign tax on gross income, gross receipts, sales, use, ad valorem, value-added, capital gains, transfer, withholding tax; duties of custom and excise, stamp duty or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any fines, penalties, additions to tax or additional amount with respect thereto and "Taxation" or "Tax" shall have a corresponding meaning.

“Technical Proposal” shall mean the technical proposal to be submitted by each Bidder as part of the Proposal in the forms specifically provided in compliance with this RFP.

“Eligibility Criteria” shall mean the minimum eligibility criteria as prescribed in Clause 2.2.2 hereof, to be satisfied by Bidder and / or its Associates, to be eligible to be a Qualified Bidder in terms hereof.

“Unsatisfactory Performance” shall mean and include the continued failure of the Licensee to pay the License Fee resulting in Outstanding Dues exceeding fifty percent (50%) value of the Security Deposit maintained with Authority.

“Utility Charges” shall mean the charges for the usage of electricity, water, sewerage and other analogous utilities at the Wi-Fi services Area.

“Wi-Fi Card”: means the card or the online top-up means to be purchased by the Wi-Fi User in order to access the Service in the Client’s Location as well as at any other partner site of vendor which offers the Wi-Fi Service. However, Users can also access the Service without purchasing this card if they are holding any other account provided by vendor or any partner with whom vendor has an arrangement.

“Wi-Fi Service” or “Service”: means wireless fidelity or wire free fidelity internet access service provided by vendor to the AAI so as to enable passengers access the internet from the Locations under the provisions of this Agreement as defined in clause.

“Year” means a period of 12 Months.

#### 1. Interpretation

- (a) Reference to Clauses, Sections, or Annexure is reference to Clauses, Sections, Recitals and Annexure of this RFP.
- (b) For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- (c) Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- (d) The Appendix of this RFP shall form an integral part of the RFP and shall be read along with the RFP.
- (e) The descriptive headings of Articles and Chapters are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this RFP.
- (f) In case any date/day mentioned in this RFP happens to be a holiday in Authority, the next working day will be reckoned to be the date/day originally intended to the date/day.

The words and expressions mentioned or defined in this agreement shall, unless the context otherwise requires, have the same meaning and understanding as ascribed thereto in the RFP document forming integral part of this License Agreement. However, in addition to the terms already defined, if certain other terms are defined and used elsewhere in this Agreement, shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires. Provided further, that any consent or approval, required from the Authority, under this Agreement, shall mean the prior written consent of the Authority.

1.1.1 The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparations thereof, shall not apply.

1.1.2 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and for these purposes, the General Clauses Act 1897 shall not apply.

1.2 Priority of Agreements and Errors/Discrepancies

1.2.1 This agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this agreement, the priority of this agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this agreement; and
- (b) all other agreements and documents forming part hereof;

1.2.2 In other words the agreement at (a) above shall prevail over the agreements and documents at (b) above. Provided further that in case of ambiguities or discrepancies within this agreement, the following shall apply:

- (a) Between two Articles of this agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) Between any value written in numerals and that in words, the latter shall prevail.

## **ARTICLE - 2 [OBLIGATIONS OF THE LICENSEE]**

### Obligations of the Licensee

Subject to and on the terms and conditions of this License Agreement, the Licensee shall at its cost and expense procure, finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the License and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

The Licensee shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

Subject to Clauses 5.1 and 5.2, the Licensee shall discharge its obligations in accordance with Good Industry Practices and as a reasonable and prudent person.

The Licensee shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the License;

(c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(d) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Licensee's obligations under this Agreement;

(e) not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement;

(f) support, cooperate with and facilitate the Authority in the implementation and operation of the License in accordance with the provisions of this Agreement;  
and

(g) Handover the vacant and peaceful possession of Wi-Fi services Locations under its possession as on expiry date of the License agreement within thirty (30) days period.

### Obligations relating to Shareholding and Ownership

The Licensee shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority.

The Licensee shall not undertake or permit a Change in Ownership, which shall have the effect of Authority having a direct or indirect shareholding in the Licensee.

Notwithstanding anything to the contrary contained in this Agreement, the Licensee agrees and acknowledges that:

(i). all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or

(ii). beneficial ownership or control of any Equity of the Licensee; or acquisition of any control directly or indirectly of the Board of Directors of the Licensee by any person either by himself or together with any person or persons acting in concert with him shall be subject to prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Licensee, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Licensee without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Licensee from any liability or obligation under this Agreement.

For the purposes of this Clause:

(a) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or transfer of control of the Board of Directors, as the case may be, of the Licensee;

(b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Licensee; and

(c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the Licensee, not less than half of the directors on the Board of Directors of the Licensee or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Licensee shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Licensee.

□ Employment of Foreign nationals

The Licensee acknowledges, agrees and undertakes that employment of foreign personnel by the Licensee and/or its contractors and their subcontractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and Airport Entry Permits and the obligation to apply for and obtain the same shall and will always be of the Licensee and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Licensee or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Licensee from the performance and discharge of its obligations and liabilities under this Agreement.

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## ARTICLE - 3 [OBLIGATIONS OF AUTHORITY]

### Obligations of the Authority

- The Authority shall, at its own cost and expense undertakes, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- The Authority agrees to provide support to the Licensee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
  - (a) upon written request from the Licensee, and subject to the Licensee complying with Applicable Laws, provide all reasonable support and assistance to the Licensee in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the License;
  - (b) upon written request from the Licensee, assist the Licensee in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Licensee than those generally available to commercial customers receiving substantially equivalent services;
  - (c) not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement; and
  - (d) support, cooperate with and facilitate the Licensee in the implementation and operation of the License in accordance with the provisions of this Agreement.

### Obligations relating to Transfer

The Authority agrees that during the License Term, 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 Licensee shall be vested in such third party.

## **ARTICLE - 4 [Assigned Wi-Fi services Area]**

### **1. License and Access**

□ In consideration of the License Fee, this Agreement and the covenants and warranties on the part of the Licensee herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Licensee, commencing from the Access Date, leave and license rights in respect of all the airports(s) described at 1.1.2 on an "as is where is" basis, free of any Encumbrances, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Concessioned Premises where these are located. It is expressly agreed and understood that the Authority shall have no liability whatsoever in respect of any expenditure incurred by the Licensee on or about these Wi-Fi services Locations pursuant hereto in the event of Termination or otherwise.

□ The License and license granted by this Agreement to the Licensee shall always be subject to existing rights of access of the Authority and the Licensee shall perform its obligations in a manner that Location(s) and Service Area(s) are open for access and inspection at all times during the License Term.

□ It is expressly agreed that the License granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the License, upon the Termination of this Agreement for any reason whatsoever.

□ The Licensee hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Licensee a transfer or surrender of the License granted hereunder at any time after the License Term has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Licensee consents to it being registered for this purpose.

□ It is expressly agreed that all building fixtures of the Wi-Fi services Locations are and will remain the property of the Authority except that the Licensee shall be entitled to exercise usufructuary rights thereon during the License Period.

### **2. Handover of the Wi-Fi services location(s)**

□ On or before the Access Date, the Authority Representative and the Licensee shall, on a mutually agreed date and time, inspect the approved Wi-Fi services location and prepare a memorandum containing an inventory of the said location. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall be deemed to constitute a valid license and access to the Licensee for free and fair use and development of the vacant and unencumbered Site under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

□ On and after the Access Date, the Licensee shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place. However, in the event of any encroachment or occupation on any part thereof, the Licensee shall report such encroachment or occupation forthwith to the Authority for corrective action thereof.

3. Wi-Fi services Location (s) to be free from Encumbrances

Subject to the provisions of this Clause, the Wi-Fi services Location shall be made available by the Authority to the Licensee pursuant hereto free from all Encumbrances and occupations and without the Licensee being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the use of such Site for the duration of the License Term, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances.

4. Protection of Wi-Fi services Location(s) from encroachments

During the License Term, the Licensee shall protect the Wi-Fi services location from any and all occupations, encroachments or Encumbrances, and shall neither place/create nor permit any other person or entity claiming through or under the Licensee to place/create any Encumbrance or security interest over all or any part of the Site, or on any rights of the Licensee therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

5. Access to the Authority and Independent Auditor

The License, access and right to the Wi-Fi services Location granted to the Licensee hereunder shall always be subject to the right of access of the Authority and the Independent Auditor and their employees and agents for inspection, viewing and exercise of their right and performance of their obligation under this Agreement.

## **ARTICLE -5 [FORCE MAJEURE]**

1. Force Majeure Event

As used in this Agreement, Force Majeure Event means the occurrence of any of the Non-Political Events, the Political Events or the Other Events in India, set out in clauses in this article including the impact/consequence thereof which:

- (a) is beyond the control of the Party claiming to be affected thereby (the "Affected Party");
- (b) prevents the Affected Party from performing or discharging its obligations under this Agreement; and
- (c) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

2. Non-Political Events

Any of the following events which prevent the Affected Party from performing any of its obligations for a continuous period of not less than 7 (seven) Days from the date of its occurrence, shall constitute a Non-Political Event:

- (a) act of God, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion at the site where the Terminal is located (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site and by reasons not attributable to the Licensee or the Contractor or any of the employees or agents of the Licensee or the Contractor);
- (b) strikes or boycotts (other than those involving the Licensee, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them), and not being another Event set forth in Article 5.4, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Licensee or the Contractor;
- (c) any event or circumstance of a nature analogous to any of the foregoing. Provided any strikes or boycotts or civil commotion or agitation by (i) the employees of Authority, or (ii) the employees of Airlines / aircraft carriers, or (iii) passengers, or (iv) Airport Users shall not constitute a Non-Political Event.

3. Political Events

Any of the following events shall constitute Political Event:

- (a) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, License, permit, authorization, no objection certificate, consent, approval or exemption required by the Licensee or any of the Contractors to perform their

respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Licensee's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, License, authorization, no objection certificate, exemption, consent, approval or permit; or

(b) early determination of this Agreement by the Authority for reasons of national emergency, national security or the public interest;

4. Other Events

Any of the following events which prevent the Affected Party from performing any of its obligations under this Agreement for a continuous period of not less than 7 (seven) Days from the date of its occurrence, shall constitute the Other Event:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any civil commotion, boycott or political agitation which prevents collection of sales revenues from Airport Users by the Licensee;

(c) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Licensee or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Licensee; and any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Licensee or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Licensee other than relating to proceedings (i) pursuant to failure of the Licensee to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement or (iv) with respect to exercise of any of its rights under this Agreement by the Authority; or

(d) any event or circumstance of a nature analogous to any of the foregoing.

5. Notice of Force Majeure Event

(a) The Affected Party shall give written notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.

(b) The Notice shall inter-alia include full particulars of:

- (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
    - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;
    - (iii) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and (iv) any other relevant information.
  - (c) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with fortnightly written reports containing the information called for by Article 5.5(b) and such other information as the other Party may reasonably request.
6. **Period of Force Majeure**  
Period of Force Majeure shall mean the period from the time of occurrence specified in the Notice given by the Affected Party in respect of a Force Majeure Event until the earlier of:
- (a) expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Article 5.8; or
  - (b) termination of this Agreement pursuant to Article 5.10 hereof.
7. **Resumption of Performance**  
During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.
8. **Performance Excused**  
The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of the obligations. Provided that, the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.
9. **Costs, Revised Timetable**
- (a) **Costs**

Each Party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

(b) Extension of time/period

The Affected Party shall be granted by the other Party, extension of time specified in this Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the License Term by the Authority in appropriate cases if permissible under Applicable Law.

10. Termination Due to Force Majeure Event

If the period of Force Majeure continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 (one hundred and twenty) Days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 (one hundred and twenty) Days be entitled to terminate the Agreement in which event, the provisions of Clause 5.9 shall, to the extent expressly made applicable, apply.

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## **ARTICLE - 6 [GENERAL TERMS AND CONDITIONS]**

The Authority hereby covenants with the licensee as follows:

- (1) The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- (2) The Licensee paying the license fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- (3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
  - a. The period of notice given under this Agreement will count from the date of receipt of notice by either side.
- (4) Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
- (5)
  - a. The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
  - b. The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
- (6) The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.

- (7) (a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.
- (b) The Authority shall not be responsible in any way for loss or damage by any means causes to the licensee's stock or property.
- (8) The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, 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. 100 /- per day for each default up to 10 days & thereafter Rs.500/- per day and can take other actions including termination of the license
- (9) The licensee shall comply with the requirements of all standard health clauses including those given below:
- a. The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.
  - b. All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including
  - c. 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.
  - d. 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.
  - e. 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.

- f. 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.
  - g. 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 2.5 kg CO<sub>2</sub> fire extinguisher in the licensed premises at his cost before commencement of business.
- C. No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance
- D. Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.

- (14) 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.

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.

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

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

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

- (17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such case-controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed. The licensee must have provision to provide printed bill to the passengers/users on account of using subject services. The Provision should be made to accept the Credit/Debit Cards and other means of E-payment mechanism i.e. Paytm, mobikwik, BHIM etc. in the counter. The licenses shall make arrangements to accept payments through at least 02 E-payment modes apart from cash receipts specially through BHIM UPI and BHIM QR.

- (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 because of any strike or lock-out in the Airport or in any airline, the licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the license fee due to ban on visitor entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
- (22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
- (23) The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- (24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
- (25) On expiry of the license period or on termination of the license by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations,

if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

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

- (26) If agency fails to vacate even after 15 days, the agency ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available SD along with outstanding dues if any. Taking over document has to be signed after clearance of premises by the concessionaire.
- (27) The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
- (28) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
- (29) 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.
- (30) All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in the first instance, be referred to Mediation for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 120 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ RED of Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the Mediation process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the

appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

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

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

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

(SIGNATURE OF LICENSEE)