



AIRPORTS AUTHORITY OF INDIA

Jammu Airport

Notice Inviting E-Tender (Limited Tender**)**

For

Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees (Only for AAI Empanelled Agencies**)**

At

Jammu Airport, Jammu.

Tender Reference No. AAI/JU/Coml./VPMS/1411/2025/

E-bid no - 2025_AAI_249252_1

September 2025



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DISCLAIMER

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

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

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

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

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

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



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

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

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



AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF COMMERCIAL

E-tenders are invited for award of license for Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees at Jammu Airport.

INTRODUCTION

1. Airports Authority of India is (“AAI”) is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-tender for award of license for Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees at Jammu Airport.
3. AAI came into existence on 1st April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
 - a. Design, development, operation and maintenance of passenger terminals.
 - b. Development and management of cargo terminal at international and domestic airports.
 - c. Provision of passenger facilities at terminals like F&B, Retail, Vehicle Parking, Duty Free Outlets, and Duty paid liquor shop, Executive Lounge, Wellness center/SPA, Ground Transportation services, ATM, Money exchange counter etc.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. During the Financial Year 2023-24, AAI has recorded a Total Revenue of Rs. 15979.83 crores and a Profit after Tax (PAT) of Rs. 4651.31 crores.
6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
7. Major Airlines & Helicopter Services operating through Jammu Airport:
 - Airlines- Air India Limited, Air India Express, Indigo, Spice Jet.
 - Helicopter Services- Pawan Hans, Global Vectra, Himalayan Heli Services.



PASSENGER TRAFFIC DATA AT JAMMU AIRPORT

S. No.	Financial Year	Total
1	2021-22	12,73,288
2	2022-23	15,79,519
3	2023-24	14,56,567
4	2024-25	16,14,167

For detailed traffic information you may visit the link below:
<https://www.aai.aero/en/business-opportunities/aai-traffic-news>



NOTICE INVITING E-TENDER (LIMITED TENDER)

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

Name of Facility	License for Concession to Supply, Install, Test, Commission (SITC) and Operate Automated Vehicle Parking Management System; Collection of Parking Fees at Jammu Airport.
Earmarked Area / Location	Refer at Appendix 3 & 4 of Annexure A.
Tender Processing Fees (in INR)	Rs. 10,000/- (Rupees Ten Thousand Only) (Non-Refundable)
Earnest Money Deposit (EMD) (in INR)	Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only)
Minimum Reserved License Fee (MRLF) (in INR) per month	Rs. 4,11,200/- per month (Rupees Four Lakh Eleven Thousand Two Hundred Only) Plus Applicable taxes and charges extra.
Category of Airport	Category-IV

NOTE:

- a) Bidding shall be done on MRLF.
 - b) Bids / Quotes received which are less than MRLF shall not be considered.
 - c) Highest quote/offer received shall be the sole parameter for selection of highest bidder.
 - d) Monthly license fees shall be the quoted license fees. The quoted license fee is subject to annual escalation as detailed in NIT.
 - e) In addition to above license fee, the selected bidder shall be liable to pay:
 - (i) Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is INR 1670/- per SQM per month (for A/C space) and INR 1110/- per SQM per month (for Non-A/C space) w.e.f. 01.04.2025 subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time.
 - (ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
 - (iii) Utility Charges for the consumption of the electricity, water, internet, data ports etc. as per actual consumption consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4 of Annexure A.**



3. **Period of Concession:** 01 (One) Year extendable by another 06 months, subject to AAI Policy.

4. **Rate of Escalation:**

a) License Fees shall be subject to annual escalation as given below:

Annual Escalation in the license fee/MMG/MRLF linked with passenger growth in the following manner:

S.No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	Up to 5% (including negative growth)	5%
2.	Greater than 5% and less than or equal to 18%	10%
3.	Greater than 18%	15%

b) The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one-year period therefrom. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIT.

5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.

6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.

7. **Business Incubation Period**

a) Business incubation period shall mean a period of 07 days, from the date of issuance of LoA, in which the concessionaire shall fulfil the post award contract formalities (like acceptance of the LoA, submission of security deposit, signing of agreement etc.) as shall be mentioned in LoA (Letter of Award). The site shall only be handed over after fulfilment of above formalities within the business incubation period.

b) The sites shall be handed over to the licensee/concessionaire on or before expiry of the Business Incubation Period, upon fulfilment of contract formalities to be done by the licensee during business incubation period. If the licensee fails to complete the post-Award formalities which are pre-requisite for handing over of site, or fails to turn up to take over the sites then the Gestation Period will be deemed to have commenced on the day consequent to the date of expiry of Business Incubation period and extension thereof, if any, approved by the Competent Authority.



8. **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 08th day of issuance of LoA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all prerequisite conditions as per LoA.
- c) In case tender process has been completed and successful tenderer has been awarded LoA, but, concession/ license period of incumbent licensee is not over, then, AAI shall make endeavour to hand over the sites not later than 7th day of expiry of incumbent license or access date (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the AAI in consultation with concessionaire may identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

9. **Gestation Period:**

- a. Gestation period of 15 days or Actual commencement of Commercial operations, whichever is earlier, reckoned from the date of handing over of sites shall be permissible. During the gestation period, Awardee shall construct/develop the outlets and obtain all the License/permits/ approvals required for commencement of the facility.
- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favour of the existing licensee in the same place (i.e. same area as well as location). However,
 - (i) Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined for the said facility, shall 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 agency continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of applicable gestation period.

10. **Eligibility Criteria:**

Agencies duly empanelled by AAI through RFE process for Vehicle Parking Management are eligible for participating in this tender. List of empanelled agencies is attached at **Annexure- O**.

A. Technical Criteria: Limited Tender from the empanelled agencies.

~~Minimum 2 years of Experience (during the last seven years) of managing license for vehicle parking contracts at hospitals, airports, seaports, railway stations, metro rail stations, public vehicle parking area of Public Authority, Commercial Complexes.~~

OR



~~The manufacturer of automated vehicle parking solutions for car parking (who provide software or hardware infrastructure or operate) having 2 years' experience (during the last seven years) in their line of business shall also be eligible to participate.~~

~~-OR~~

~~The integrated automated car parking solution providers for Car parking having minimum 2 years' experience (during the last seven years) in their line of business shall also be eligible to participate.~~

~~(JV/Consortium is not eligible to participate in the subject tender)~~

Note:

- (i) ~~Applicants should submit experience certificate of satisfactory work completion as the proof for claiming technical experience.~~

~~Tenderers showing work experience (completion) certificate from non-government/ non PSU organizations should submit copy of tax deduction as sources (TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, period of work and financial involved against the work and TDS amount for the work.~~

- (ii) ~~Total years of experience is to be reckoned up to the date of submission of technical bid for the Request for Empanelment (RFE)/Tender i.e. on the last date of submission of technical bid (without extension), the party should fulfill the experience criteria as claimed.~~

- (iii) ~~It is clarified that in case of "Limited Tender", the requirement would be minimum three bids for processing the tender. And in case of open tender (after failure of Limited Tender) there is no requirement of minimum three bids.~~

B. Financial Criteria:

- a) ~~The Minimum Annual Average Gross Turnover Requirement for the applicant shall be Rs. 0.20 Crore.~~
- b) ~~The financial criteria will be ascertained as per the Statutory Auditor/Chartered Accountants certificate. The turnover requirement should be Annual Average Turnover of any two (02) financial years in the last seven (07) financial years for which the experience is claimed by the agency.~~
- c) ~~Out of the minimum annual average turnover requirement, minimum 10% shall be from the similar kind of business.~~
- d) ~~The agencies will be empanelled into 5 different categories based on their financial turnover and will be eligible to participate on the category of airports and all below categories of airports as described. For example, based on the submitted financial turnover, if an agency has been empanelled for Category I of the airports then it can participate category I and all other lower category of airports i.e. Cat II, Cat III, Cat IV and Cat V.~~
- e) ~~The Bidders turn over details should be supported with audited annual accounts by Statutory Auditor/Chartered Accountants for the respective financial years. In case audited accounts are not available for the last (claimed corresponding year of experience) F.Y., the Provisional Accounts are to be submitted duly certified by Chartered Accountant.~~



11. (a) A tenderer shall submit only one bid in the tendering process. A tenderer who submits more than one bid will cause all of the proposals, which the tenderer has submitted, to be disqualified. The proprietor of more than one entity will be considered as single party and one legal entity.
(b) The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the clause 10 above.
12. Any party either a firm or an individual falling under the following categories is not eligible:
 - a. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt. Dept. etc. Allied firms of the debarred firms/entities are also not eligible for participation.
 - b. Parties facing action under PPE Act or AAI Act, with AAI.
 - c. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the e tender.
 - d. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices raised up to the cut-off date as specified in General Information and Guidelines para 3(f) of NIT, then the said entity may not be allowed in AAI tenders.

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

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

- e. Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against agency and/or against our/it's affiliates or against any of the Directors/Managers/Employees (In case if raids/seizure/search conducted, all such relevant details to be furnished).
- f. A declaration to the effect that the Tenderer does not fall under the above categories a), b), c), d) and e) above has to be submitted in the Technical Bid. (Refer: Annexure: G).



13. Participation in the form of consortium is not allowed for this tender.
14. E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in.
 - a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in.
 - b) The bids shall not be accepted in any other form.
 - c) Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal mentioned above.
 - d) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
 - e) Cost of Tender Processing Fees (Non Refundable) amounting to **Rs. 10,000/- (Rupees Ten Thousand only)** shall be paid by the bidder before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.
 - f) The amount of Earnest Money Deposit (EMD) of **Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only)** shall be paid by the tenderers before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.
 - g) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
 - h) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
 - i) E-bids shall be submitted in two bid system as follows: -
 - i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under **clause 3** of the General Information / Guidelines of Notice Inviting E-Tender.
 - ii. Financial Bid– As required under **clause 4** of General Information/Guidelines of Notice Inviting E-Tender.



15. **Critical Dates:**

SNO.	ACTIVITY	DATE	TIME IN IST
1.	Download of e-tender document from NIC CPP portal	From 22-09-2025 to 07-10-2025	Up to 1800 Hrs.
2.	Submission of Queries related to E-Tender, if any; on NIC CPP portal only	By 26-09-2025	Up to 1600 Hrs.
3.	Reply to the queries by AAI on NIC CPP portal	By 30-09-2025	Up to 1800 Hrs.
4.	Pre bid meeting with the prospective bidders	N/A	N/A
5.	Last date of Online submission of Bids (Technical Bid as well as Financial Bid) on E-Tender portal	07-10-2025	Up to 1800 Hrs.
6.	Opening of Technical Bids / Proposals(s) (online only)	On 09-10-2025	At 1300 Hrs.
7.	Opening of Financial Bids / Proposals(s) (online only) (Tentative)	On 15-10-2025	At 1300 Hrs.

16. EMD of unsuccessful bidder(s) shall be refunded only after issuance of Award Letter to Successful Bidder and published on the NIC CPP Portal.
17. In case, bidder withdraws from tender process before last date of submission of technical bid, 10% of EMD amount shall be forfeited.
18. In case, after last date of submission of bid, at any stage if the Bidder/agency withdraws from tender process, entire EMD amount shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **one year**.
19. In case, the agency does not complete the post-award formalities of Acceptance of Award Letter, Submission of Security Deposit and Execution of Agreement within the stipulated date after award of license/concession; entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **one year**.
20. In case, the agency submits false document(s) in the tender and his/their bid is rejected/tender is cancelled, entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **two years**.

Note: The debarment shall also apply to the 'allied firms' of the debarred agency. All concerns/entities which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. Further, for determining the 'Allied Firms' of debarred Agency, the following factors may be taken into consideration:-

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/suspended firm;
- c. Substantial or majority shares are owned by the banned/suspended/debarred firm and by virtue of this, it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by, or is under common control with another bidder.



e. All successor firms will also be considered as allied firms.

In case Joint venture/Consortium is debarred, all partners/members of such JV/Consortium will also stand debarred for the period specified in the Debarment Order.

21. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
22. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
23. On acceptance of the tender, the name of the authorize representative (s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.
24. **Access Fees:**
 - **There will not be any Free Time Concept from entry to exit for vehicles going** to pick/drop lanes at Arrival/ Departure at Jammu Airport.
 - In Jammu Civil Airport, the Arrival and Departure lanes are not segregated. Therefore, levy of Access fees is not applicable at this airport.
25. **Lane Management System** - The lane management system cannot be applied in the said parking areas as the New parking location is located at city side area of the Airport. Also no pick-drop lanes are available in the said parking areas.

**AIRPORT DIRECTOR
JAMMU AIRPORT**



“E-Tendering guidelines to the bidders”

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

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal [click here](#) or follow hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

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

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

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4711 508, 0120- 4001 002, 0120-4001 005, 0120-6277 787. International Bidders are requested to prefix 91 as country code. Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.
Tel: 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787 **E-Mail:** support-eproc@nic.in
2. **For any Policy related matter / Clarifications Please contact Dept. of Expenditure, Ministry of Finance. E-Mail: cphp-doe@nic.in**
3. **For any queries related to bid submission date extension, EMD, eligibility criteria, technical specifications etc. The bidder may please contact the concerned Bid Manger as mentioned in the tender document.**
4. **For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)**
 - a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
 - b. Before submitting queries, bidders are requested to follow the instructions given in “**Guidelines to Bidders**” and get their computer system configured according to the recommended settings as specified in the portal at “**System Settings for CPPP**”.



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

S.No.	Support Persons	Escalation Matrix	<u>E-Mail Address</u>	Contract Numbers	Timing*
1	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Ext. 3512	0800-2000 Hrs. (MON - SAT)
2.	Mr. Gamit Vaibhav Manekjibhai AM(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or vaibhavg@aai.aero	011-24632950 Ext. 3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Amit Mishra, Sr. Manager. (IT)	After 12 Hrs.	amitmishra@aai.aero	011-24632950 Ext. 3520	0930-1800 Hrs. (MON-FRI)
4	Sh. Sunil Kumar Jt. GM (IT)	After 24 Hrs.	sunil.km@aai.aero	011-24632950 Ext. 3506	0930-1800 Hrs. (MON-FRI)
5	General Manager (IT)	After 03 Days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

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

6. 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.



GENERAL INFORMATION AND GUIDELINES

1. E-Tender Documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer:
 - a) Envelope One - Technical e-Bid through e-portal.
 - b) Envelope Two - Financial e-Bid through e-portal.
3. Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (Power of Attorney) should be on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public (**Format as per Annexure: B**). The technical e-bid which will be opened first, shall contain the following documents specified as under (Bidders shall upload scanned copy of following documents along with authorization letter in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of technical bid): -
 - a) ~~Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per Annexure: B~~
 - b) **Self-attested copies of the PAN card, GST registration.** In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
 - c) ~~Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of company as per the companies Act. All the certificates issued/ documents certified by Chartered Accountant/ Statutory Auditor must have UDIN generated by concerned Chartered Accountant/ Statutory Auditor.~~
 - d) ~~Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of partnership firms and approved by laws in case of cooperative societies.~~
 - e) The Bidders are required to furnish Tender Processing Fee of **Rs. 10,000/- (Rupees Ten Thousand only)** and Earnest Money Deposit of **Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only)** through Payment Gateway on CPP Portal. A copy of document indicating payment of Tender Processing Fee and EMD through Payment Gateway on CPP Portal is to be uploaded in the technical bid. Non-payment of Tender Processing Fee and EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

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



Refund of EMD:

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

f) **No Dues Certificate:**

i. **Self-Declaration of Dues:**

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

ii. **No Dues Certification from AAI:**

The party should also enclose the **No Dues Certificate** issued by AAI **for the bills raised up to 30/06/2025** in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. Format as per **Annexure: I**

iii. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices/bills raised up to the date as specified in Para (ii) above, then the said entity shall not be allowed in AAI tenders. A declaration to this effect has to be submitted by the party / tenderer. (Refer **Annexure: G**)

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

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

i) Declaration giving the details of blacklisting or debaring by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (Refer **Annexure: G**).

j) Declaration of cases / action under PPE Act or AAI Act initiated by AAI. (NIL statement also to be filed). (Refer **Annexure: G**)

k) Declaration in respect of near relatives* working in AAI, as per **Annexure: H**.

l) ~~Certificate from Chartered Accountant/Statutory Auditor in support of Technical and Financial Eligibility criteria, as per **Annexure: E**.~~

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



n) ~~Documents supporting eligibility criteria.~~

o) Scanned copy of complete set of E-tender document (duly signed and stamped by the authorized person).

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

Note:

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

(ii) All the certificates issued/ documents certified by Chartered Accountant/ Statutory Auditor must have UDIN generated by concerned Chartered Accountant/ Statutory Auditor.

(iii) By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws*.

4. Financial Bid

a) The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in.

b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.

c) The AAI does not bind itself to accept the highest or any E-tender and reserves to itself the right of accepting the whole or any part of the E-tender and the tenderer shall be bound to provide the service at the rate quoted.

d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).

e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

f) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's policy, from such Tie Bidders and shall identify the selected bidder from amongst such Tie Bidders, provided that the revised Financial Bids of such Tie Bidder(s) shall be no less favourable to Authority than their respective original Bids.

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

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

b) Payment of advance license fee for one month within Business Incubation Period.

c) Payment of interest free Security Deposit within Business Incubation Period, amounting to Three (03) months' equivalent to gross license/Concession fee of the first year, to AAI as an interest free security Deposit of Rs./-. The



Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

Note:

- a) Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.
- b) In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.
- c) The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period. The BG should be from a Nationalized/Scheduled Bank and in favor of Airport Director, AAI, Jammu Airport.
- d) The Bank account details of AAI, Jammu Airport are given below:

BANK DETAILS	
BANK NAME	STATE BANK OF INDIA
BANK ADDRESS	SHASTRI NAGAR, JAMMU
ACCOUNT NO.	31302019260
RTGS CODE / IFSC CODE	SBIN0011857

e) AAI has made arrangement for Verification of Bank Guarantees received by AAI from successful bidders through Structured Financial Messaging System (SFMS) of ICICI bank. While submitting the documents to BG issuing bank, successful bidder is advised to submit a letter to the issuing bank as per the format mentioned in the **Appendix 2 of the Annexure K** of Notice Inviting E-tender along with following 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	AAIJAMMU
CODE	(to be mentioned in field 7037 of the BG advising message code)

- f) While submitting the Original BG document, successful bidder needs to attach



copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

- d) Execution of the Agreement within Business Incubation Period (on Stamp Paper of appropriate value, related costs to be borne by the licensee).
- e) Commencement of the facility within gestation period.

6. E-Tender(s) will remain valid for a period of 180 days from opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAI for one year.

7. 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.

8. Fraud & Corrupt Practices and Penalty:

a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LoA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:

- i. has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or
- ii. has made misleading or false representation in the forms, statements and attachments submitted; or
- iii. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
- iv. One or more of the eligibility criteria have not been met by the Applicant; or
- v. The Applicant has made a material misrepresentation; or
- vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
- vii. The applicant or its affiliates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India or any PSU or Government Departments during the last 5 years;

b) In the event of any of above fraud and corrupt practices coming to the notice of AAI at any stage, then the LOA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for a period of two (02) years without prejudice to any other rights or remedy that may be available to AAI in this regard.



- c) If such an event occurs after the issuance of LOA and during the contract period, then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the Performance Security amount.
- d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the Proposals under consideration.

9. Conflict of Interest: -

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

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

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

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

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



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

Explanation:

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

Note: Regarding conflict of interest, AAI shall place reliance upon the declaration submitted by the Bidder/Applicant in the form of Acceptance of AAI's Tender Conditions/other documents forming part of Technical Bids.

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

10. Exit Clause:

A. Normal termination: -

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

B. Termination for cause: -

In case of breach of terms of concession/ license, i.e. non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of



the land, Concessionaire event of default, unsatisfactory performance, AAI may terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 20% of the concession/ license period, then the party is liable to pay AAI, Damage charges equivalent to 3 months current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

C. Termination for convenience: -

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of 30 days, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

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

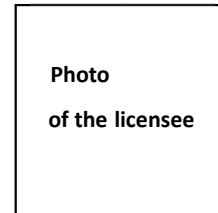
NOTE: If the licensee does not operate the license up to 20% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

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

- 11.** All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).
- 12.** AAI reserves the right to extend the date of submission /opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.
- 13.** AAI reserves right to reject any or all E-tender(s) in part or in full without assigning any reason.



Draft License Agreement



SUBJECT: Grant of License for Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees at Jammu Airport.

THIS CONCESSION AGREEMENT (“Agreement”) made and executed aton 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 of India Act (Act 55 of 1994) and having its corporate office at New Delhi and branch office at Airport, represented by Airport Director, Jammu Airport, Jammu Airport hereinafter called the ‘Authority’ (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport 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 Companies Act 1956/2013, 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 for the purpose of **License for Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees** so as to provide amenities and facilities to the passengers and visitors at Jammu Airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

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

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of One (01) year from _____ to _____, extendable by a further period of six (06) months, unless terminated earlier on account of following;
 - a. By giving (60) days of notice in writing without assigning any reason.



- b. Terminated by AAI on a short notice on account of non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 15th day of English calendar month as under:

Year	Amount of Monthly License Fee
1 st year	_____ + applicable GST/Taxes

3. **Rate of Escalation:**

- a) License Fees shall be subject to annual escalation as given below:

Annual Escalation in the license fee/MMG linked with passenger growth in the following manner:

SNo.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	Up to 5% (including negative growth)	5%
2.	Greater than 5% and less than or equal to 18%	10%
3.	Greater than 18%	15%

- b) The first annual escalation will be applicable after completion of **one year** of license period. Thereafter the same will be applicable after completion of subsequent one-year period therefrom. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIT.

4. Authority shall raise all bills (including MRLF/MMG and any other bills except annual land lease bills) for the current month on 1st day of month in advance except true-up and reimbursement of expenditure bills like electricity, water etc. The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on 5th of succeeding month.

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

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



5. Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is INR 1670/- per Sqm. per month (for A/C space) and INR 1,110/- per Sqm. per month (for Non-A/C space) w.e.f. 01.04.2025 subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time. That in addition Licensee is also liable to pay, if applicable as per tender conditions, space rent of Rs.1,670/- per Sqm per month for A/C space and INR 1,110/- per Sqm per month for Non A/C space.

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

6. That in addition to the above said license fee, licensee shall pay all utility charges towards consumption of electricity, water, internet, data ports etc. as per actual consumption, as may be, due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the above utilities to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
8. That the Licensee shall make payment of license fee etc. either by Virtual Account Number (VAN), cheque/demand drafts drawn on local banks or through RTGS/NEFT.
9. That the Licensee shall deposit Security Deposit within Business Incubation Period, amounting to **Three (03) months'** equivalent gross license/Concession fee of the first year, to AAI as an interest free security Deposit of Rs. _____/-. The Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

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, Licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

Note:

- i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent, Utility Charges (if applicable) and applicable tax thereon.
- ii. ~~In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the~~



~~Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.~~

- iii. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period, from a Nationalized/Scheduled Bank and in favour of Airport Director, AAI, Jammu Airport.
10. The licensee shall deposit additional Security Deposit of Rs. _____/- in the form of DD/PO/NEFT/RTGS/BG/VPA/VAN for the Utilities (Electricity, Water, Data Port, Telephone etc.). The value of such Security Deposit for utilities will be determined equivalent to 5% of annual license/concession Fee of first year, subject to minimum deposit of Rs.10,000 and a maximum deposit of Rs.10 lakhs.
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 licensee 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 licensee 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 20% of the total period of the contract failing which the licensee is liable to be debarred from participating in any tender of AAI for **one (01)** year from the date of issuance of orders.
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 license is liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for a period of two (02) years without prejudice to any other rights or remedy that may be available to AAI in this regard. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving (60) days' notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving (60) days' notice in writing without assigning any reason thereto.
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: -

In case of breach of terms of concession/ license, i.e. non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAI may terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 20% of the concession/ license period, then the party is liable to pay AAI, Damage charges equivalent to 3 months current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.



C. Termination for convenience: -

Either party, AAI on one part or the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only, after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of (60) days, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

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

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

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

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

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



(iv) In case, the licensee continues the business operation even after expiry of the contract period exponential penalty @ double the License fee shall be levied and eviction process as per AAI Act etc. shall be initiated.

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 determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.

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

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

27. Acceptance of award letter and NIT conditions shall form part & parcel of the license agreement. The selected agency (licensee) has to ensure all necessary compliances of BCAS policy including obtaining security clearances (if applicable), getting security program approved (if applicable), as per policy guidelines of BCAS.

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

29. Obligations relating to Transfer:

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

(a) Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer / novation of such rights. The Parties, along with relevant third



party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and

- (b) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

30. **MISCELLANEOUS PROVISION**

a. Confidentiality:

The Parties undertake not to use any confidential information for their own corporate purposes without the prior written consent of the Party owning such information and shall use their best efforts to keep confidential, and to cause their respective directors, employees, officers, affiliates and any other persons to whom the above-mentioned information is provided to keep confidential, and not to disclose to any third party any of the other Parties' confidential and proprietary information.

No announcements or disclosures regarding either Party and other negotiations vis-à-vis this transaction will be made by either Party unless the form, content and timing of the release is approved in writing by both the Parties hereto.

Either Party may disclose the existence of the transaction to its employees, agents, shareholders, legal counsels, accountants, lenders, merchant bankers, engineers, architects, interior designers, vendors, suppliers and other persons who need to be aware of the existence of the transaction, and to the extent that such disclosure is required by law or a court order or by any statutory authority/authorities.

b. Assignment:

That the Authority shall have the full right to assign its rights under this Agreement to any third party during the Term, at its sole discretion. The Concessionaire shall have a right to assign its rights and obligations under this Agreement with the prior permission of the Authority.

c. Modifications and Amendments:

The Agreement may be amended, varied or modified with the mutual consent of the Parties and no such amendment, variation or modification shall be valid unless reduced to writing and signed by or on behalf of the authorized person of each of the Parties.

d. Governing Law and Jurisdiction:

This Agreement will be governed by the laws of India, the courts in the City or the State, where the Airport situated shall be the competent jurisdiction for the matters governing this Agreement.

e. No Partnership or Agency:

The Parties acknowledge that they are independent entities, and nothing set forth in this Agreement will be deemed or construed to render the Parties as agents of each other or joint ventures or partners or as employer and employee of each other.



f. Waiver:

Any relaxation or indulgence granted or shown by either Party shall not in any way prejudice the right of the other Party under this Agreement nor shall any waiver of any breach by a Party operate as waiver of any subsequent breach and not in any way add, alter or vary this Agreement.

g. Severability:

If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable by a court, for any reason, the remainder of the provisions will not be affected, impaired or invalidated, but will continue to bind the Parties and will continue in full force and effect as if the Agreement has been executed with the invalid portion eliminated and the Parties shall negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable.

h. Entire Agreement:

The Parties hereto acknowledge, declare and confirm that this Agreement along with the Schedule represents the entire agreement between them regarding the subject matter hereof, provided that the provisions of this Agreement shall, at all times, be read with the provisions of the Tender and the copy of which is attached hereto as Annexure and shall be construed harmoniously. The provisions of this Agreement shall supersede all prior writings executed between the Parties including the terms of the Tender.

i. Counterparts:

This Agreement may be executed simultaneously in 1 (one) or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument. Any Party may execute this Agreement by signing any one or more of such originals or counterparts.

Signed by _____, Authorized Signatory, Airports Authority of India, _____ Airport, for and on behalf of The Airports Authority of India, in the presence of:

WITNESS:

- 1.
- 2.

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

WITNESS:

- 1.
- 2.



APPENDIX: 1 of Annexure-A

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, by the Licensee/Licensee's Authorized representative, 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. 1000/- per day for each default up to 7 days & thereafter Rs. 2000/- per day and can take other actions including termination of the license.
- (9) The licensee shall comply with the requirements of all standard health clauses including those given below:
- a. The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.
 - b. All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - c. The licensee shall notify to the Airport Health Officer whenever any person working under the licensee is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the licensee



forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.

- (10) The licensee shall employ only such servants as shall have good character and as well behaved and skilful in their business. The Licensee 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. The Licensee may also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
- (11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of business.
(b) No inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
(c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
- (14) (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
(b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
(c) The licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by Licensee in connection with the 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. The decision of the Authority in this respect shall be final and binding on the licensee.
- (16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- (17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and Licensee shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.
- (18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
- (19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- (20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director or his authorized representative.
- (21) If any strike or lockout affecting the operations in the Airport or in any airline, due to which Licensee's business is affected, the authority shall not be liable for any loss suffered by the licensee. However, pro-rata rebate in the License fee shall be considered by the Tender Accepting Authority, in the following situations: -



- i. Ban on visitor entry at the airport continuously for 03 days (if the location of the commercial facility is in visitor concourse area);
- ii. Closure of the Airport by AAI for total operation, due to any reason, continuously for 03 days;
- iii. Complete suspension / interruption by all scheduled flight operations continuously for 07 days.

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

- (22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
- (23) The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- (24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the 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 within seven days, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and adjust the costs from the Security Deposit available OR demand payment for the costs incurred on such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.
- (26) The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
- (27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
- (28) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of



Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.

(29) **Dispute Resolution:**

29.1 All disputes or differences (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI Act, 1994 and the rules framed there-under which are now enforce or which may hereafter come into force are applicable) which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) (the “Dispute”) thereof shall be dealt with as provided hereinafter:

29.2 **Through Mediation**

All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

29.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through **clause 29.3** within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

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

29.3 **Adjudication through Arbitration**

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

(a) When the amount involved is above Rs. 50 Crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

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



- 29.3.1 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.
- 29.3.2 Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 29.3.3 Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.
- 29.3.4 No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter VA of the Airports Authority of India Act, 1994.
- 29.3.5 The venue of such arbitration shall be Regional Headquarters/Corporate Headquarters (as the case may be), AAI and the language of arbitration proceedings shall be English.

29.3.6 Adjudication by Regulatory Authority or Commission

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

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

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



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

- (30) The licensee has to install EPOS (if directed by AAI) at every outlet for issuing invoices to the passengers for the sales transactions occurring at the outlets. Penalty @ Rs 500 per day per outlet may be levied for non-compliance of EPOS installation at outlets.
- (31) All the EPOS terminals at the Airports to be integrated with AAI Information Management System or any other software provided for this purpose, as and when EPOS is put in place, to ensure monitoring of sale of products/services in real time basis.

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

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

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

- (32) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as and when required;

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

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

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

- (33) 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)



APPENDIX: 2 of Annexure-A

1. Scope of Work:

(i) Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System (APMS)

a) The Concessionaire at its own cost shall hire/lease/procure, install, operate & manage Vehicle Parking (with minimum Automation) as follows:

S. No.	Item	Positioning
i)	Automatic Boom Barrier	At each entry and exit of Airport At each entry and exit of Parking
ii)	E-Ticket Dispensing system	At each entry and exit of Airport At each entry and exit of Parking
iii)	Synchronized Clock	At each entry and exit of Airport At each entry and exit of Parking
iv)	Digital Payment System	At each exit of Airport At each exit of Parking

However, in case the Concessionaire/AAI feel that there is need to enhance the quantity of above items as per operational requirements and smooth functioning of vehicle parking at airport, then licensee will be under obligation of install the same at its own expense.

- b) All components of the Car Park Management system consisting of hardware and software should be fully integrated, with capability of seamless and real-time communication between different components.
- c) Issuance of non-printed parking tokens and payment receipts will be strictly prohibited & close monitoring will be done by the AAI commercial team. Third Party Vendor can be engaged by AAI to carry out process and mystery audits at concession location.
- d) In case of failure or mal-functioning of any component of the Parking Management System, the details shall be shared with Airport Director/Commercial Incharge immediately, and same shall be rectified within 24 Hours by the concessionaire.
- e) In a single incident, maximum breakdown period of not more than 30 minutes is permissible.

(ii) Management of Designated Car Parking and Parking Fees/Excess Time Fees Collection Rights

- a) Automated Access control unit shall be installed at all entry and exit points of designated car parking area and entry/exit of Airport by the concessionaire. Further, payment booths/points shall also be placed by the concessionaire at other locations inside the parking/other convenient points so that airport users have option to make payment towards parking charges.
- b) The payment of Parking Tariff is to be done at the exit of the parking and the payment of Excess Time Fees is to be done at the Exit Gate of the Airport. This is to reduce the queue formation at the exit gate. The positioning of the booths to be done accordingly at the airport.



- c) Optimal utilization of designated vehicle park areas by assisting airports user in parking their vehicles in clearly demarcated parking slots.
- d) The space for pick up points & parking space at the airport is to be earmarked based on passenger comfort and revenue.
- e) Further, the following is also to be considered while demarcation of parking space:
 - (i) Parking areas for VIPs/Government Vehicles, Regulatory Agencies (Customs, Immigration etc.), shall be clearly demarcated.
 - (ii) Not more than 20% of space shall be demarcated for Govt. Vehicles/ VIP Parking, and vehicles parked in this area shall be exempted from parking fees.
 - (iii) Not more than 10% of parking area shall be demarcated for ground transportation licensees.
 - (iv) For employees of AAI and agencies working at Airport (including airlines/GHA staff), if possible, separate staff parking area shall be identified and provided, and if the same is not possible, then not more than 10% of parking area shall be demarcated for employees of AAI and agencies working at Airport. This shall be ensured by Airport team before the commencement of license.
 - (v) Further, Airport Director to decide percentage of space to be demarcated for various category of vehicles as detailed above on demand basis. He may also review the same on time-to-time basis as per requirement.
- f) The distribution of designated car parking for specific airport users as detailed above may be reviewed and revised from time to time at the Airport Level on mutual consent, on need basis.
- g) Ensure Government owned Vehicle, Regulatory Agencies, Airlines and staff vehicles are not parked in the parking area earmarked for airport users.
- h) Ensure Pre-paid Taxi, Car Rental, Radio Taxi, Maxi cab etc. are not parked in the parking area earmarked for airport users.
- i) A common parking space, separate from car parking area is to be earmarked for parking the vehicles of Authorized App Based Cab Aggregators of AAI based on number of arriving flights as given below. The vehicle parking concessionaire shall not charge parking tariff and excess time fees from such vehicles.

Number of Arriving Flights per day at the Airport	Area of Common Parking Space (For Number of Cabs subject to availability/feasibility)
Flights > 50	100
20 < Flights ≤ 50	50
Flights ≤ 20	20

- (i) Parking Space to individual App Based Cab Aggregators should be allotted judiciously considering number of trips undertaken by them from Airport.
- (ii) No Parking fee shall be levied on App Based Cab Aggregators.



- j) Schedule of Parking Charges and Excess Time Fees is given in Annexure-3 and Annexure- 4 respectively.
- k) Adequate signage/notices to be installed at entry/ exit gate of the approach road to airport for public awareness and to reduce any complaints of new policy/charges by AAI. Signboards quoting “Please collect the challan receipt” to be displayed at the cityside/parking area.
- l) Time clock with reasonable visibility shall be installed at exit of the parking area and the exit booth of the airport by the concessionaire and the same shall be in synchronization (with automatic Server clock) with the time stamp on parking token.
- m) Time clock with reasonable visibility shall be installed at exit of the parking area and the exit booth of the airport by the concessionaire and the same shall be in synchronization (with automatic Server clock) with the time stamp on parking token.
- n) The name of the parking contractor should be clearly indicated in the parking token. Other than this, no advertisement is permissible on the parking token.

(iii) Excess Time Fees Collection Rights

- a) Excess Time fees is the fees that private vehicles and commercial vehicles are to pay for pick up in case the time taken to travel the stipulated distance is more than the permissible time OR for pick up is from the lanes (i.e. not picking up from the designated pick up point).
- b) The permissible time limit to be calculated based on the methodology given at Clause 2 below.
- c) For pickup from the lane (i.e. not picking up from the designated pick up point) the permissible time is calculated from airport entry to airport exit.
- d) For pickup from designated pick up points near inside parking area, the permissible time is calculated from parking exit to airport exit.
- e) Both private and Commercial vehicles picking up passengers from the designated pick up point near inside parking area and exceeding the permissible time limit to pay both the parking fee and Excess time fees.
- f) The vehicles of AAI licensed ground transportation operators i.e. Pre-Paid, Car Rentals not to pay the Excess time fees. Such Licensees shall be exempted from payment of Excess time fees by providing Hologram stickers/RFID sticker/Tag etc. or any other mechanism devised with mutual consent of the concerned licensee.
- g) Parking tariff is payable for vehicles of Pre-Paid and Car Rentals to Vehicle Parking Concessionaire.
- h) Further, AAI’s licensed App Based Cab Aggregators are to be allotted a separate area for parking and therefore are not to be charged with Parking tariff/Excess Time Fees by the vehicle parking licensee.
- i) The commercial vehicles (except for AAI ground transportation licensee) going to the lane to pick up are to pay excess time fees which is 25% higher than the normal excess time fees (i.e., 25% higher than the parking tariff of 0-30 mins) irrespective of the time taken from airport entry to airport exit.
- j) Collection of Excess Time Fees is to be done at Exit of the Airport. Rates and various scenarios of Excess Time Fees as per Annexure 4.



- k) Vehicles parked in the EV Charging Zone for charging purpose shall not pay parking fees to the Vehicle Parking Licensee at airport. At airport level, a mechanism to be devised at local level through receipt, app, etc. to ensure the same, for which necessary coordination to be done with the awarded licensee for the Vehicle parking management license. However, Excess Time fees shall be charged from such Vehicles by Vehicle Parking licensed at airport if the vehicle utilizing the EV charging facility exceeds the permissible time i.e. the time taken from the exit of the airport changing zone to exit of the airport. (i.e. from the end of charging time as per receipt issued).
- l) The Licensee shall ensure that the operation of the EV charging station within their designated vehicle parking is not caused any hindrance, obstruction, or delay to Electric Vehicles (EVs) accessing or utilizing the EV charging facilities at the Jammu Airport.

(iv) Lane Management:

- a) ~~Lane management shall be carried out by a 3rd party contractor to be appointed through Operations Department AAI at Airport level.~~
- b) ~~Lane management has to be done to control non-complying vehicles, vehicles parked other than designated area, overstaying in pick/drop lane, congestion creating vehicles. The same has to be done by appointing a third party contractor for Lane Management through Operations Department AAI at Airport Level.~~
- e) ~~The third party contractor appointed for lane management to collect the challans/penalties on behalf of AAI and deposit the entire amount to AAI.~~
- d) ~~In order to avoid any revenue pilferage and also tap any sort of unethical practices during imposition of challan signboards quoting "Please collect the Challan Receipt" to be displayed at the cityside /lanes and roads.~~
- e) ~~In addition to this, periodic and surprise audits to be conducted by teams constituted at the airport level in order to ensure that proper implementation of policy is being done at ground level.~~
- f) ~~Further, signages shall be placed at prominent locations by AAI.~~

2. Calculation of Permissible Time

~~The speed of vehicles as 10 Km/hr for travelling in road as well as lanes. Accordingly, the formula may be as hereunder:~~

- a) ~~Permissible time = (Time taken by the vehicle to travel from airport entry to airport exit at the speed of 10 Km/Hr + reasonable dwell time for pick/drop of passengers in the lane.)~~
- b) ~~Further, the dwell time for all AAI Airports to be kept as 05 mins.~~
- e) ~~Accordingly, SLA Parameters to be signed with the vehicle parking concessionaire **as per Annexure -5.**~~

3. Mechanism of Time Stamping

- a) The time stamping for all airports to be done at 04 points namely; entry of the airport, entry of the parking, exit of the parking and exit of the airport.
- b) Accordingly, collection of Parking Tariff to be done at the Exit of the Parking. Time duration of Entry to exit of Parking i.e. stay of vehicle inside the parking is to be calculated for levying parking tariff.
- c) Further, collection of Excess time fees to be done at the Exit Gate of the airport.



The time duration of Entry Gate to Exit Gate of the Airport (for Lane Pickup) OR Exit of the Designated Pick Up Point to Exit of the Airport (For Parking Pickup) to be calculated for levying Excess Time Fees.

4. Parking Tariff/ Excess Time Fees:

Parking Tariff and Excess Time Fees Tariff is to be levied **as per Annexure 3 and Annexure 4 respectively.**

Note: The entry of Autos/Three Wheelers is not allowed at the airports.

5. Grievance Redressal/ Issues Management

- a) To assure issues are properly prioritized, monitored and closed within performance standards, a grievance escalation matrix shall be complied with at all times:

Query Level	Query Level Guidance	Contract person
General	Day to Day issues	Vehicle Parking Manager (representative of Concessionaire)
Initial	In case of unsatisfied response or absence of contact person at previous levels	Duty Terminal Manager
Secondary	In case of unsatisfied response or absence of contract person at previous levels	HOD Terminal Operations (Query also to be shared with Commercial Dept)
Final	In case of unsatisfied response or absence of contact person at previous levels	Airport Director

- b) A complaint register has to be maintained at all levels and it has to be ensured that complaints/ grievances are properly recorded with contact number and email id of the complainant and response to complaints is also recorded properly. Response time at each level shall be minimum and reasonable.

6. Performance Monitoring

- a) A set of Performance indicators has been defined, and for each indicator performance will be monitored monthly, unless otherwise stated.
- b) Performance data will be used as a management tool, to identify areas of strong and weak performance, provide information and guidance to Vehicle Parking Concessionaire, and support planning for future improvements.
- c) Quarterly performance review meetings will be held with Vehicle Parking Concessionaire, to provide an opportunity to:
 - Discuss actual performance versus target.
 - Airport Director or the Authorized official of AAI will conduct surprise audit on the performance of the various activities described herein and in case of deviation penalty clause will be invoked.
 - Consider corrective actions where service is below the expected level.
 - Consider any grievance escalated to Stage-3.
 - Consider fulfillment of the Customer’s Responsibilities and any issues arising from this.
 - Consider other relevant topics, including future requirements.



- Schedule of Performance Indicators is given in Annexure 5.
- Penalty for Infractions is given in Annexure 6.

7. Manpower Deployed for Parking Management

- a) The management of designated vehicle parking area and various booths is to be done by the vehicle parking concessionaire.
- b) Adequate manpower shall be deployed by the concessionaire at all times keeping in view service description given above and service level description given hereafter.
- c) Manpower shall be well groomed and courteous to all airport users at all times.
- d) Manpower shall be well versed with Local Language of that state where the Airport is located as well as Hindi & English language for better interaction with all the airport users at all times.
- e) Concessionaire shall issue identity cards to all its employees and it shall be ensured that I-Cards are displayed above waist line at all times during duty.
- f) Distinct uniforms shall be issued to manpower deployed for different activities.
- g) Misbehavior of staff with airport users is strictly prohibited; the Concessionaire shall also ensure that no staff during duty hours is in a drunken state.

8. Layout & Area Details

- a) The space for pick up points & parking space at the Airport is to be earmarked based on the passenger comfort and revenue.
- b) A standard Layout Plan has been attached as Appendix-3 of Annexure-A for the purpose of earmarking the various areas.
- c) The distribution of designation car parking for specific airport users as detailed above may be reviewed and revised from time to time at the Airport Level on mutual consent, on need basis.

9. Conditions to be followed if change in Parking Area during the Concession Period

- a) The location/layout of parking area given in e-tender document will be based on preliminary survey. Area and location(s) may change while preparing detailed design and execution of this project (handing / taking over). Any change (increase/decrease) in Vehicle parking area up to 10% of the concession area shall not affect the quoted concession fee.
- b) However, during the Concession period, parking area may be revised due to any administrative/ operational reasons like: Construction, security, other operational requirements, etc.
- c) In case of increase in parking area, the Concessionaire has to cover such area under the scope of the awarded project with payment of additional concession fee as per the following methodology:

“Parking Area is increased by more than 10% - Concession fee will be increased by half of the amount calculated on pro-rata basis.”

- d) In case of decrease in parking area, reduction in the concession fee will be allowed as per following methodology:

“Parking Area is decreased by more than 10% - Concession fee will



be decreased by half of the amount calculated on pro-rata basis.”

- e) Further, the above stated methodologies for calculating the post change in area, the revision in Concession Fee shall be subject to following conditions:-
- i. Actual measurement should be conducted jointly by AAI and the Concessionaire whenever the change is taking place after the commencement of the contract.
 - ii. The modified contract value should be approved by the Airport Director and communicated to the Concessionaire duly acknowledged.
 - iii. The revised Concession fee shall be applicable from the first day of the following month only.
- f) The concession period will not be changed under any condition.

10. Revision of Parking Fee/ Excess time fees during the contract period

In case of revision of parking fees or Excess time fees, following course of action may be adopted:

- a) For X Percentage increase in parking fees or Excess time fees, license fees may be increased by $(X/ 2)$ % provisionally.
- b) Post revision of parking fees or excess time fees, parking fee collections or excess time fees collections (as the case may be) will be compared with collections that were happening before revision of rates, period of comparison of revenues shall be three (03) months immediately before revision with three (03) months immediately after revision, to assess the actual impact of revision in parking charges on license fees.
- c) Subsequently, the upward or downward revision in license fees will be made accordingly and proportionately.
- d) The collections/ revenue data will be readily available for such assessment as it is automated system driven collection system.
- e) If such data is not available at any Airport, data from similar airport (from same category of airport with similar passenger traffic), may be used.
- f) If the licensee is not consenting to revision in license fees on account of revision in parking fees or excess time fees, then the party may be allowed to serve the notice period and exit the contract without imposition of any demurrage or penalty.

11. Temporary Suspension of Parking Concession

If the parking Concession is suspended by AAI dues to any policies/orders of AAI/State/Central Government for more than 12 hours, then the Concession Fee shall be adjusted on pro-rata basis.

12. Parking Fee/Excess Time Fee & GST

The rates of Parking fees and Excess Time Fees are inclusive of components of GST. Accordingly, these shall remain the Parking Charges /Excess Time Fees charges applicable to end users, but the onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for car parking charges and excess time fees shall rest with the licensee. The details/breakup of GST/ applicable tax shall be depicted in the car parking invoice issued to end-user/passengers.



- a) The Authority reserves the sole right to change and alter the timings, rates and any other condition in respect of the parking facility and the Concessionaire shall not have any right to interfere or raise any objection in this regard.
- b) The monthly passes of Parking Fee issued to employees of various agencies working at the Airport shall be for multiple entries at the Airport. Monthly passes are not applicable on Tempo & Truck operators at Cargo complex and Agent/ Licensee at Cargo complex.
- c) The rates of Parking Fee /Excess Time Fees are inclusive of components of Goods and Services Tax. The Concessionaire shall, at all times, be responsible for depositing all applicable taxes, including tax collected at source, prevailing during the Term. The Concessionaire shall not collect taxes and charges over and above the prescribed Parking Fee.
- d) The Concessionaire shall not collect the Parking Fee from the Users at the time of entry of vehicles in the Parking Area and shall only be charged at the time of exit of the vehicles from the Parking Area.
- e) The Concessionaire shall place the rates of the Parking Fee at various conspicuous places within the Parking Area, such that the rates are conveniently visible to the Users.

13. Parking Tokens

- a) The Concessionaire shall issue bar coded or QR code Tokens/RFID tokens along with counter foil of various denominations as per ticket pattern approved by the Authority (**“Parking Token”**) to every vehicle at the time of entry to the Parking Area and entry of the airport.
- b) The Concessionaire shall be responsible to make its own arrangements for stationery used for printing and issuing of the Parking Tokens, at its own cost and any cost in relation thereto shall not be adjusted from the Concession Fee.
- c) The Concessionaire shall not, without prior approval of the Authority, be permitted to make any advertisement on the front or backside of the Parking Tokens.
- d) The Concessionaire shall issue monthly passes / free passes/VIP passes to the officials of the Authority and any other agency authorized by the Authority. The Concessionaire shall ensure that it shall make necessary arrangements to paste such passes on the vehicles, at its own cost. The Concessionaire shall issue Monthly passes/Free Passes/VIP passes to the concerned officials after checking their credentials such as AAI ID Card, Airline Identity Card, Concessionaire Identity card, and keep a record of such passes issued. It is hereby clarified that not charging of any Parking Fees by the Concessionaire from free passes shall not affect or alter the Concession Fees and the Concessionaire shall not make any claim or re-imburement on account of such non-charging of Parking Fees from the exempted vehicles.
- e) In the event, any User loses the Parking Token before exiting from the Parking Area, the Concessionaire shall, prior to releasing the vehicle, verify the credentials of the User and obtain necessary documentation from such User. The Concessionaire shall be entitled to charge a penal amount of **INR 300/- (Indian Rupees Three Hundred only)** from such User, on account of



losing the Parking Token, which penal amount shall be over and above the Parking Fee.

14. Parking Area

- a) In consideration of payment of Concession Fee, the Concessionaire shall be entitled to operate and maintain the automated vehicle parking system at the parking **area** having vehicle parking capacity of four-wheelers and two-wheelers, developed by the Authority at the Airport (“Parking Area”). The layout, drawing, plan, etc. of the Parking Area is more specifically set out **Appendix:3 & Appendix:4 of Annexure A.**
- b) The Authority shall, at all times, during the Term, have the right to alter / revise the measurement of the Parking Area, for any reason whatsoever, in its sole discretion and the Concessionaire shall not have objection in relation to the same. Upon occurrence of any such event, the Concession Fee shall be revised in accordance with Clause 9 above.
- c) On revision of the Parking Area, actual measurement shall be conducted jointly by the Authority and the Concessionaire, for the purposes of finalization of change in area.
- d) In the event of shifting the parking area due to modernization or construction of terminal building or the parking area has been taken over by AAI for any other infrastructure requirement, AAI will provide a 60 days’ notice in advance to the concessionaire to relocate to the alternate location at their cost. Further if the business potential changes due to such relocation the concessionaire will have the option to exit by serving the required notice period as per license agreement without any demurrage charges.
- e) The Concessionaire shall have the liberty to propose additional measures to increase occupancy of Parking Area; however, any change in the Parking Area shall be made upon obtaining prior approval from the Authority, before implementation of the same to improve the parking efficiency. It is hereby clarified that the Concessionaire shall not undertake any modification to the construction plan of the Parking Area.
- f) The Concessionaire shall ensure that all the vehicles shall be parked in the area defined for each type of vehicle in the Parking Area. The Concessionaire shall deploy experienced parking attendants to ensure proper parking of vehicles in each slot and the Parking Area is utilized by the designated vehicles (e.g., cars, cabs, two-wheelers, and other small vehicles) and heavy or medium commercial vehicles, including buses/coaches are parked in parking area specified for these types of vehicles.
- g) The Concessionaire shall, with prior approval from the Authority, earmark limited and separate parking slots for VIP parking, government vehicles parking, parking for the staff of the Authority, pre-paid taxi, car rental, radio taxi, maxi cab and cab aggregators etc. within the Parking Area.

15. Security & Safety

- a) The Concessionaire shall make adequate provision to check and carry out through security screening of all vehicles entering into the Parking Area. Any



unlawful activity, crime, suspicion etc. in the Parking Area shall be immediately reported to the Airport Police and the Authority, without fail.

- b) The Concessionaire shall deploy adequate number of uniformed security personnel within the Parking Area to ensure that the vehicles are parked in orderly manner in the designated parking lanes and to assist the passengers/public for easy parking and removal of vehicles.
- c) The security/custody of vehicles in the Parking Area shall be the sole responsibility of the Concessionaire. The Concessionaire shall take all necessary precautions for the safety of the vehicles. In the event of any theft/ damage/ loss, damage, claims, etc. arising out of the neglect of the Concessionaire, the Concessionaire shall be responsible for settlement of the dispute, if any, including under the court of law and the Authority shall, in no event, be responsible for any such loss, damage or claim.
- d) The Concessionaire shall follow and abide by all the instructions and guidelines issued by Airport Police / statutory rules & regulations / Authority for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.
- e) Notwithstanding anything contained in this Agreement, the Authority shall have the right to deploy and procure the provision of police assistance and security at the Parking Area and the Airport, including for regulation of traffic, removal of trespassers, prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences, through the government agency. The designated government agency shall be entitled to inspect and search the Parking Area and to search any person or vehicle entering the Parking Area or departing therefrom, without unduly or unreasonably disrupting the operations of the Parking Area.

16. Performance Security Deposit

- a) The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority an interest free security deposit for the entire Term, equivalent to **03 months** concession fee for the First (1st) year to AAI as an interest free security Deposit. The SD amount equivalent to **03 months gross concession fee** to be submitted in the form of DD/PO/RTGS/NEFT/Bank Guarantee from any Nationalised /scheduled commercial banks (Bank Guarantee from co-operative banks (even scheduled)/Societies/Payment banks, OR in the form of FDR will not be accepted). The validity of the BG to be **180 days from the date of expiry of contract and claim period thereof to be for a further period of 12 months from the date of expiry of License Period.**
- b) Electricity Security Deposit: The Concessionaire shall also deposit an interest free security deposit towards electricity charges, amounting to 5% of concession fee of the first year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. in the form of Bank Guarantee/DD/Pay Order/NEFT/RTGS.
- c) The Performance Security Deposit and Electricity Security Deposit are collectively referred to as **“Security Deposit”**.



- d) In the event of revision in Concession Fee in terms of Clause 10 above, the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of 15(Fifteen) days from the date of such notification of revision in Concession Fee is issued by the Authority.
- e) Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (fifteen)days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority under this Clause [16(e)] shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms hereof.
- f) Subject to the terms hereof, upon expiry of the Term or early termination of this Agreement, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any.

17. Obligations and Undertakings by The Licensee

I. The Licensee hereby covenants to the Authority, the following:

- a) The Concessionaire shall, without prejudice to the other obligations set out in this Agreement, adhere to the terms and conditions, service descriptions, monitoring of performance, etc. as set out in the service level agreement, to be executed simultaneous with this Agreement, between the Parties and annexed hereto as **Annexure 05 (“SLA”)**.
- b) The Authority shall make a committee of 3 (three) officers out of which 1 (one) officer shall be the in-charge of commercial department, 1 (one) officer from operations department and third officer from any other department, as the Authority may deem fit (**“Inspection Committee”**). The Inspection Committee shall have the power to conduct random inspections of overall parking management, Parking Area and operation performance of the Concessionaire, at least once on fortnightly basis.
- c) In the event, the Inspection Committee observes any violation of the SLA or the Agreement by the Concessionaire, the Inspection Committee shall have the right to impose penalty on the Concessionaire in the manner provided under the SLA.
- d) The Concessionaire shall, at its own cost and expense, observe, undertake, comply with and perform, in addition to and not in derogation of its other obligations set out in this Agreement, the following:
 - 1. To undertake all measures for cyber security, protection of information and communication technology systems from cyber-attacks that are purposeful attempts by unauthorized persons to access ICT systems in order to achieve the target of theft, disturbance, damage, or other illegal actions. The Concessionaire shall inform/assist AAI in detecting, analyzing and mitigation of vulnerabilities and protecting Central Control Centre including Data Centre from cyber-attacks throughout the



- concession period. The Concessionaire shall take proper measures to ensure the security and protection of data to any unauthorized persons;
2. To pay all charges towards utility / facilitation, consumption of electricity etc. as may be due and determined by the Authority and at the rate(s) fixed by the Authority from time to time, within the date(s) specified in the bill(s), on actuals;
 3. To equip itself 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 Concession;
 4. To maintain such regular and proper account books along with supporting documents regarding sales effected by the Concessionaire in the Parking Area and said accounts / documents shall all the times be kept open for inspection by the Authority in such manner as may be prescribed. The Concessionaire 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. The Concessionaire shall be permitting AAI to access entire system live with the Authority;
 5. At all times, during the currency of the Agreement, obtain proper and appropriate insurance coverage including but not limited to fire, theft and burglary in respect of all the movable and immovable assets stored or used in the Parking Area and the Authority shall not be responsible for any loss or damage caused to the Concessionaire or any third party on any account whatsoever;
 6. shall not use the Parking Area for any other purpose other than for the purposes of Concession;
 7. shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority;
 8. shall observe, perform and comply with all rules and regulations of the Shops and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any Applicable Law including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the Concessionaire is allowed to carry on under this Agreement and to the area in which the Parking Area is located;
 9. maintain the Parking Area 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 Parking Area is not maintained in reasonably clean condition by the Concessionaire, the Airport Director shall have the power to get the same cleaned at the risk and cost of the Concessionaire and recover liquidated damages at the rate defined under penalty clause of SLA and can take other actions including termination of the Concession under this Agreement;
 10. shall employ only such servants as shall have good character and as well



behaved and skillful in their business. The Concessionaire shall furnish to the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants proposed 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 confirm 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. The character of all persons employed by the Concessionaire shall be verified by the police to the satisfaction of the Authority, before the employment;

11. The concessionaire has to mandatorily make weekly/monthly wages/salaries etc. by directly crediting to the employee's bank account only and the proof for payment of statutory wages along with PF/ESI etc. to be submitted to the authority as and when the same is demanded.
12. shall maintain a complaint book in a prominent place in the Parking Area 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;
13. shall, upon expiry of the Term of early termination, deliver the possession of the Parking Area in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority and remove its goods and other materials from the Parking Area immediately;
14. any stoppage of parking services due to reasons arising out of negligence, mishandling, mismanagement by the Concessionaire or its workforce, shall have to be made good by the Concessionaire within 24 hours of such damage;
15. abide and adhere to the conditions and terms as set forth under the SLA, annexed hereto as **Annexure 05 ("SLA")**.;
16. Two set of uniforms as per the specifications (to be approved by the Authority) shall be provided to the workers/supervisors by the Concessionaire. The Concessionaire shall also ensure that uniform is worn by the employees while on duty and kept to tidy condition along with name plate indicating their name conspicuously; and
17. Dedicated helpline number and email id shall be printed on parking token and the same shall be provided to users for any complaints / suggestions / feedback with regards to parking. The same shall be monitored by the Concessionaire and adequate responses shall be delivered to citizens within 48 hours. The Concessionaire shall provide a weekly report to the Airport Director, AAI every Monday on the number of complaints received during the previous week (Monday to Sunday) and the number of replies furnished by it to the complainants along with number of complaints on which no response has been made by the Concessionaire.



II. The Authority hereby covenants to the Concessionaire, the following:

- a) grant the Concession and provide the Parking Area and right of way to access the same, to the Concessionaire and its authorized representatives; and
- b) subject to the sole discretion of the Authority, provide assistance and cooperation to the Concessionaire, wherever required and specifically requested by the Concessionaire.

18. Representation And Warranties

I. The Concessionaire hereby represents and warrants to the Authority that:

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



II. The Authority hereby represents and warrants to the Concessionaire that:

- a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- c) It has good and valid right to the Parking Area and has power and authority to grant a Concession in respect thereto to the Concessionaire
- d) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it or its shareholders at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.

19. Term:

- a) This Agreement shall become effective and shall remain valid and subsisting in full force for a period of **01 year extendable by another 06 months** from the date of expiry of the Gestation Period (“**Term**”), until the date of termination of this Agreement in accordance with the provisions hereof.
- b) Save and except the provisions contained under NIT, it is hereby agreed between the Parties that the initial period equivalent to 20% (twenty per cent) of the Term shall be observed as the lock-in period for the Concessionaire (“**Lock-in Period**”), during which the Concessionaire shall not have the right to terminate this Agreement.
- c) From the date of issuance of LOIA, a period of **22 (Twenty Two) days** shall be made available to the Concessionaire for the purposes of commencement of the vehicle parking facility
Even after the completion of 22 days from issuance of LOIA, if the agency failed to commence the operation, LOIA will be revoked, EMD will be forfeited and the agency will be debarred from AAI tenders for a period not exceeding three (03) years.

20. Termination:

I. Termination by Authority in the event of Default.

- a) The Authority shall have the right, at its sole discretion, to terminate the Agreement, at any time during the Term, upon serving a written Notice of termination for 60 (Sixty days) days to the Concessionaire, for the event of default set out as below:
 - i. If the outstanding dues exceeds more than one and a half (1.5) months license fees and agency fails to recoup the equivalent amount of SD within 15(fifteen) days of demand notice received from AAI amount after AAI adjusts the same.
 - ii. Failure/Negligence of the agency to discharge the scope of work as set out in the NIT even after 03 notices from AAI.
 - iii. Due to unsatisfactory performance of the agency and more than 10 verified irregularities as per Annexure- 5 (i.e. SLA- Schedule of Performance Indicators for Vehicle Parking Concessionaire) reported in a month will be sufficient reason to consider to serve the notice of



- unsatisfactory performance. If the reply to the notice of unsatisfactory performance is not satisfactory AAI will have the right to serve the notice of termination.
- iv. Causing or using the Parking Area for any purpose other than for the purposes of Concession and this Agreement; or
 - v. Breach of any of the representations, warranties, covenants and obligations of the Concessionaire as set forth in this Agreement; or
 - vi. Any loss, damage, fine, penalty or expenses incurred by the Authority due to any violation of any Applicable Law by the Concessionaire; or
 - vii. Insolvency or bankruptcy of the Concessionaire or appointment of receiver for the assets of the Concessionaire; or
 - viii. Change of ownership of the Concessionaire in violation of Clause 24 below; or
 - ix. Sub-contracting without the prior approval of the Authority; or
 - x. Failure to perform the obligation under this Agreement due to any final judgment or court order and such judgment or order has a material adverse effect on the arrangement contemplated in this Agreement; or
 - xi. Failure to replenish the Security Deposit in terms of Clause [16(e)] above; or
 - xii. Failure to pay the Concession **Fee more than 03 months**; or
 - xiii. Failure to commence the operations of vehicle parking within 22 days of issuance of LOIA.
 - xiv. Failure to adhere to the conditions mentioned under the SLA, as annexed hereto as Annexure- 5 (i.e. SLA- Schedule of Performance Indicators for Vehicle Parking Concessionaire); or any other event which the Authority consider to be an event of default.
 - xv. In case of the termination occurred due to any of the above reasons (Clause 20 a) i. to Clause 20 a) xiv. before the expiry of minimum lock in period, action in line with clause 23 (C) of License Agreement shall be taken.
 - xvi. In case of the termination occurred due to any of the above reasons (Clause xxiii.(a) to Clause xxiii (p)) after the expiry of the minimum lock-in period, AAI shall levy penalty amounting to two months equivalent of last billed concession fees, even if the contract is terminated after giving due notice period.

II. AAI also reserve the right to terminate the contract on short notice if the situation warrants or the continuation of the agency is against public interest or the interest of AAI. In such an event the Authority shall be entitled to forfeit the entire Security Deposit available with AAI and debar the agency for a period of 03 years to participate in any of the tenders issued by Airports Authority of India.

III. Termination by the Concessionaire/Licensee: The Concessionaire shall have the right to terminate the Agreement at any time after the expiry of the Lock-in Period, upon serving a written Notice of termination for 60 days to the Authority. This shall be subject to provisions laid out in clause 23(C) of License Agreement.



IV. Upon termination of the Agreement under this Clause 20, the Concessionaire shall hand over free, vacant and peaceful possession of the Parking Area to the Authority, along with furniture, fittings, equipment and installations, if any, provided by the Authority within a period of **07 (seven) days** from the date of termination (“Transition Period”). In the event, the Concessionaire fails to hand over the free, vacant and peaceful possession of the Parking Area within the Transition Period, the Authority shall be entitled to charge penalty equivalent to **double the Concession Fee per month as damages**. Further, the Concessionaire shall remove all its goods and other materials from the Parking Area and the Airport immediately, failing which the Authority shall have the right to remove such goods / materials at the cost and risk of the Concessionaire and demand payment for such removal. If such payment is not made within **10 (ten) days**, the Authority shall be at liberty to dispose off the goods /materials of the Concessionaire by public auction to recover the cost and the Concessionaire shall not be entitled to raise any objection in such eventuality.

V. On the date of expiry of the Transition Period or date of handover of the Parking Area in the manner set out in Clause 20 IV. above, the Concessionaire shall hand over the access cards, identity cards and every such document and data to the Authority, which may facilitate the Concessionaire and its employees, officers, staff members, etc. an access to the Parking Area or the Airport.

VI. Upon termination of this Agreement in terms of Clause 20 III. & 20 IV. above, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any, on the date of expiry of the Transition Period.

VII. The termination of this Agreement shall not prejudice or affect the accrued rights or claim and liabilities of the Parties prior to and on the date of termination.

21. Force Majeure

It is hereby agreed that in the event the Parking Area or any part thereof be destroyed or damaged for reasons beyond the control of the Authority or force majeure conditions including but not limited to act of god, earthquake, adverse government action, tempest, flood, lightning, violence of any army or mob or enemies of the country or by any other irresistible force so as to render the Parking Area unfit for the purpose and the Concessionaire is prevented from using the same for a period of **30 [Thirty] days** or more due to any of the above mentioned reasons or due to any action or regulation of any concerned authority then, the Parties shall have an option to terminate this Agreement in terms of Clause 23 of the License Agreement.

22. Notice

Any notice or other communications required or permitted in terms of these presents shall be deemed to have been duly served (a) if delivered in person or (b) if sent by registered post / speed post / email, return receipt requested or if sent to such substituted address as any of the Parties has given to the others in writing and duly acknowledged in accordance with this Clause.

23. Disclaimer

- a) The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Tender, the Concession, Parking Area, existing structures, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has



determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Other than the representations made in **NIT** the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

- b) The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause (22 (a)) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire. Further, any such mistake or error shall not make the Agreement voidable. All risks relating to the Concession or arising out of this Agreement shall solely be to the account of the Concessionaire and the Authority shall not anytime be liable in this regard.

24. Change In Ownership / Constitution

- a) The Concessionaire shall not, during the Term, undertake or permit the following, except with the prior written approval of the Authority:
- i. any change in ownership, corporate restructuring, etc. resulting in change of control including any restructuring approved by a judicial forum; or
 - ii. transfer of business by way or sale, slump sale, business transfer including any transfer by way of an order passed by a judicial forum, or
 - iii. change in constitution of the Concessionaire.
- b) Notwithstanding anything contained in this Agreement, the following shall constitute change of ownership:
- i. any acquisition / transfer of equity shareholding / partnership of the Concessionaire, either directly or indirectly, in aggregate of more than 50 % or more of the total equity / partnership of the Concessionaire; and
 - ii. acquisition of control, either directly or indirectly of the board of directors / management.
- c) For the purposes of this Clause 24, the term 'control' shall mean transfer of the direct or indirect beneficial ownership or control of any entity, whether in India or abroad, which results in the acquirer acquiring control over the shares or voting rights of shares or of the board of directors or of the management and policies, as the case may be, of the Concessionaire.



SOP for Operating & Managing Automated Vehicle Parking Management Solution

1. Manpower deployed should be qualified and must be well versed with the local language of the State where the airport is located as well as Hindi and English languages.
2. Manpower shall be in proper uniform, wear ID cards and must be courteous and polite.
3. Number of Entry and Exit routes will be decided by AAI.
4. Systematic parking of vehicles shall be ensured.
5. Separate area shall be designated for night parking vehicles. For night parking, the owner of the vehicle shall possess valid Driving License, RC book and Aadhar Card and he/she must handover the keys to the parking personnel. A register is to be maintained by the licensee which will be verified and signed by Terminal Manager and CISF personnel.
6. If any vehicle is found parked in an unauthorized manner for more than 7 days, immediately inform Terminal Manager and Commercial Department.
7. Signages for Parking Tariff shall be borne by the licensee as per instructions of the Airport Director.
8. Adequate signages shall be installed at Entry/Exit Gates.
9. A Complaint Register shall be maintained which shall be verified by the Commercial Department on weekly basis.
10. Entry of Auto rickshaw and 3-Wheelers are not allowed at the Airport.
11. Lane Management will be done by AAI.
12. Any unlawful activity, crime, suspicion in the Parking Area shall be immediately reported to Local Police and the Authority without fail.
13. The Concessionaire shall take all necessary precautions for the safety of the vehicles. In the event of any theft/damage/loss, damage, claims, etc. arising out of the neglect of the Concessionaire, the Concessionaire shall be responsible for the settlement of the dispute, if any, including under the court of law and the Authority shall, in no event, be responsible for any such loss, damage or claim.
14. The Concessionaire shall issue bar coded or QR code Tokens/RFID tokens along with counter foil of various denominations as per ticket pattern approved by the Authority ("Parking Token") to every vehicle at the time of entry to the Parking Area. The Concessionaire shall not make any advertisement on the front or backside of the parking tokens.
15. In case any user loses the Parking Token before exiting from the Parking Area, the Concessionaire shall, prior to releasing the vehicle, verify the credentials of the User and obtain necessary documentation from such User. The Concessionaire shall be entitled to charge a penal amount of Rs 300/- (Rupees Three Hundred Only) from such User, on account of losing the Parking Token, which penal amount shall be over and above the Parking Fee.



Annexure- 1

CATEGORY OF AIRPORTS FOR VEHICLE PARKING POLICY

- **Jammu Airport is a Category IV (Four) Airport**

Note: Category of airports given in this annexure is with reference to Turnover criteria and Empanelment purposes for the vehicle parking agencies only.



Annexure-2

Time Stamping/Excess Time Fees/Parking Fees in Different Scenarios from Pvt and Commercial Vehicles (other than AAI’s Licensed App Based Cab Aggregator and AAI Authorized Licensees)

S. N o.	Vehicle Type	In time of Airport (am)	In time of Parking (am)	Out time of Parking	Out time for Airport (am)	Pick up point	Permissible time (minutes)	Excess Time Fees to be Levied	Parking Tariff
1	P	10:00	NA	NA	10:05	Lane	08 Airport Entry to Airport Exit	No Excess Time Fees	NA
2	P	10:00	NA	NA	10:09	Lane	08 Airport Entry To Airport Exit	Parking tariff 0-30 mins	NA
3	P & C	10:00	10:02	10:06	10:07	Parking	02 Parking Exit to Airport Exit	Nil	Parking tariff 0-30 mins to be paid at parking exit
4	P & C	10:00	10:02	10:45	10:50	Parking	02 Parking Exit to Airport Exit	Excess Time Fees 0-30 slab at Airport Exit	Parking tariff 30-120 mins to be paid at parking exit
5	C	10:00	NA	NA	10:10	Lane	Irrespective of the time taken From Airport Entry to Airport Exit	25% higher than 0-30 mins parking tariff	NA

Note:

- (i) Commercial Vehicles referred in the table pertain to all yellow plate numbered vehicles which have not been awarded the license at the airport.
 - (ii) AAI’s Licensed App Based Cab Aggregators to Pay the Fee per trip to AAI as per App Based Cab Aggregator policy. Separate Pick Up and Parking Area i.e. which is out of vehicle parking contractors’ scope to be allotted to AAI’s licensed App Based Cab Aggregators. No Parking Fee/Rate per Trip/Excess Time Fees is to be payable to Vehicle Parking Operator by vehicles of such Licensed App Based Cab Aggregators.
 - (iii) Car Rentals/Pre-paid Taxis which have been awarded the license at airports shall continue paying the MMG to AAI and Parking Fee to Parking Operator. No Excess Time Fees is applicable.
- Legends in the table:-
1. P – Private Vehicles 2. C – Commercial Vehicles



Annexure- 3

SCHEDULE OF PARKING TARIFF

1. Parking fee will be charged from all vehicle entering the designated parking area, detailed below:

a. Introductory slab for up to 30 minutes to be implemented based on the category of the Airport:

Details	Rate in Rs.
Coach/ Bus/ Truck (for both pick and drop)	170
Tempo/ Mini Bus (More than 07 seats)	60
Commercial Car (Authorized Licensee of AAI)	20
Commercial Car (Vehicles which are not Authorized Licensee of AAI)	1.2 × *Rate of Ola/ Uber Per trip
Premium Car Park	100
Pvt Car/ SUV (Up to 07 seats)	30
Two Wheeler	10

* Rate per trip for OLA/UBER to be as per the policy of App Based Cab Aggregators and subsequent correspondences in the matter.

Note: Proposed rates are inclusive of all taxes including GST, if applicable.

b. Rates as per existing slab will be applicable from 30 minutes to 120 minutes; the same is also reproduced below:

Details	Rate in Rs.
Coach/ Bus/ Truck (for both pick and drop)	250
Tempo/ Mini Bus (More than 07 seats)	80
Commercial Car (Authorized Licensee of AAI)	35
Commercial Car (Vehicles which are not Authorized Licensee of AAI)	1.2 × *Rate of Ola/ Uber Per trip+ Rs50
Premium Car Park	130
Pvt Car/ SUV (Up to 07 seats)	40
Two Wheeler	15

* Rate per trip for OLA/UBER to be as per the policy of App Based Cab Aggregators and subsequent correspondences in the matter.

For Four Wheelers, after two hours, rate will increase by Rs. 20/- per hour.

For two wheelers, the charge after 2 hours will be Rs. 10/- per hour. The Parking rate



beyond 7 hours up to 24 hours will be 300% of the 30 minutes to 120 minutes” slab and every 24 hours or part thereof (as per existing rates).

2. The monthly charge in respect of employees of AAI and other authorized agencies working at airport will be as follows: The rates of monthly passes to be as below:

Vehicle Type	Monthly Charges
AAI Employees	Free of Cost
Tempo & Truck Operators at Cargo Complex	Rs. 2,000/- per tempo
	Rs. 3,000/- per truck
Other Cars	Rs. 500/-
Other Two Wheelers	Rs. 250/-
Agent/licensee at cargo complex (entry at cargo complex only)	Rs. 1,500/-

- ATM Cash Vans coming to refill ATM machines in airport premises shall be exempt from parking charges as well as Excess Time fees.
- Govt. owned vehicles shall be exempted from car parking charges and excess time fees

3. The rates of Parking Fees and Excess time fees are inclusive of components of GST. Accordingly, these shall remain the parking charges applicable to end users. However, NIT/Agreement conditions should clearly stipulate that though the above shall be the parking charges applied to end users, but the onus of depositing all applicable taxes prevailing during contract period at the station including GST in respect of fees collected for car parking charges shall rest with the licensee. The details of GST/applicable tax shall be depicted in the car parking invoice issued to end-users.

4. Access Fees:

1. **There will not be any Free Time Concept from entry to exit for vehicles going to pick/drop lanes at Arrival/ Departure.**

2. In Jammu Civil Airport, the Arrival and Departure lanes are not segregated. Therefore, levy of Access fees is not applicable at this airport.

5. **Lane Management System** - The lane management system cannot be applied in the said parking areas as the New parking location is located at city side area of the Airport. Also no pick-drop lanes are available in the said parking areas.



Illustration-1 For Private car

S. No.	Parking duration slab	Rate in Rs.
a)	Parking charges for 0-30 Minutes	30
b)	Parking charges beyond 30 minutes upto 120 minutes	40
c)	Parking charges beyond 120 minutes upto 07 hours (eg. For 07 hours parking tariff)	$Rs\ 40 + Rs\ 10 \times 5\ Hrs = Rs\ 90$
d)	For pvt cars wheelers staying beyond 7 hour upto 24 hrs parking charges will be (300% of 30-120 minutes slab) for eg. 24 hours case.	(300% of 30-120 minutes slab) $Rs.\ 65 \times 3 = Rs\ 120$
e)	Parking charges beyond 24 hrs upto 36 hrs (for example 36 hours)	$Rs\ 120 + 120 \times (12/24) = Rs\ 180$
f)	Parking charges beyond 24 hrs upto 48 hrs (for example 48 hours)	$Rs.\ 120 \times 2 = Rs.\ 240$
1. After two hours, rate will increase by Rs. 20/- per hour.		
2. The Parking rate beyond 7 hours up to 24 hours will be 300% of the 30 minutes to 120 minutes slab and every 24 hours or part thereof.		



Illustration-2 For Two-Wheeler (TW)

S.No.	Parking duration slab	Rate in Rs.
a)	Parking charges for 0-30 Minutes	10
b)	Parking charges beyond 30 minutes upto 120 minutes	15
c)	Parking charges beyond 120 minutes upto 07 hours (eg. For 07 hours parking tariff)	Rs 15 + Rs. 5 × 5 Hrs = Rs 40
d)	For two wheelers staying beyond 7 hour upto 24 hrs parking charges will be (300% of 30-120 minutes slab)	(300% of 30-120 minutes slab) Rs 15×3 = Rs. 45
e)	Parking charges beyond 24 hrs upto 36 hrs (for example 36 hours)	Rs 45+45 x (12x24) = Rs.67.5
f)	Parking charges beyond 24 hrs upto 48 hrs (for example 48 hours)	Rs. 45x2= Rs. 90
Note : 1. * subject to not less than the parking fee applicable to immediately preceding slab		
2 . For two wheelers, the charge after 2 hours will be Rs. 10/- per hour.		
3. The Parking rate beyond 7 hours up to 24 hours will be 300% of the 30 minutes to 120 minutes slab and every 24 hours or part thereof.		



Annexure- 4

Schedule of Excess Time Fees (for All Airports)

S. No	Pick Up Point	Type of Vehicle	Time factor	Amount of Excess Time fees
1	Parking	Private and Commercial	Exceeding Permissible Time from Parking Exit to Airport Exit	Parking Tariff of the airport for time slab of 0-30 Minutes
2	Lane	Private Vehicles	Exceeding Permissible Time from Airport Entry gate to Airport Exit Gate	Parking Tariff of the airport for time slab of 0-30 Minutes
3	Lane	Commercial Vehicles	Irrespective of the time taken for movement	25% higher than the parking tariff of the airport in the time slab of 0-30 minutes

Note:

(i) Excess time fees is not to be levied from the vehicles of authorized ground transportation licensees of AAI. However, these vehicles are to pick up the passengers from designated pick points only.

(ii) Commercial Vehicles referred in the table pertains to All yellow plate numbered vehicles which have not been awarded the license at the airport.



Annexure- 5

SLA-Schedule of Performance Indicators for Vehicle Parking Concessionaire

S. No.	Service Name	Performance indicator	Service Level Target
1.	Entry Booth Management	Number of the Non-Computerized Ticket issued	Less than 0.5% of total tickets issued.
		Response time (issuance of parking ticket and entry with security check)	Not
		Manpower Deployment during peak hours for booth management	15 Seconds
2.	Parking Management	Manpower deployed for assisting parking in designated car park areas	1 Minutes
		Time taken by vehicle to reach from entry gate to pick drop lane during peak hours.	1 Minutes
		Time taken by vehicle to reach from exit road to exit gate during peak hours	Zero
		Time Taken by the Vehicle to move from Airport Entry Gate to Airport Exit Gate in case of Lane Pick Up during peak hours	01 Person (will depend on length of approach road)
		Permissible Dwell Time	05 mins
3.	Exit Booth Management	Length of queue during peak hours	Not more than 3 Vehicles
		Response time between vehicle reaching exit gate and vehicle attended for payment	30 Seconds
		Response time between receipt generation, receiving payment and pushing the vehicle out of car park area and exit of the airport (as the case may be)	30 Seconds
		Manpower deployed during peak hours per booth	02 persons
4.	Cleanliness of Car Parking Area	Number of cleaning staff deputed in a shift	01 Person (will depend on total area)
		Frequency of cleaning during peak hours	Every two hours
		Frequency of cleaning during non-peak hours	Every four hours
5.	Staff Management for Manpower of Vehicle parking Concessionaire	Staff not in uniform	Zero
		Staff without I-Cards	Zero
		Number of incidents of staff misbehavior with airport users	Zero
6.	Automation	Incidents of Non-utilization of any	Zero



		working component of automation	
		In case of technical fault, time lag between occurrence of fault and logging of complaint as per escalation matrix (escalation matrix will be made in consultation with AMC provider for management and resolution of faults)	Zero deviation
7.	Management of Designated Car Parking	Number of vehicles not parked in demarcated parking slots	Zero
		Commercial Vehicles or staff vehicles parked in area designated for airport users	Zero
		Manpower deployed for assisting parking in designated car park areas.	04 Persons (will depend on layout and size of car park area) (will depend on layout and size of car park area)

Note: Permissible Time be fixed in coordination with AAI and form SLA Target and performance evaluation parameter, this time will be calculated based upon the length of road, time can be calculated by station considering time taken by a vehicle during peak hours at a speed of 10 km/ hr.



Annexure- 6

PENALTY FOR INFRACTIONS

Airport Director / Airport In-Charge will make a committee of 3 officers (one officer will be In-Charge of Commercial Department, one officer from Operations Department and one from any other Department). This committee will conduct random inspections of overall parking management and operational performance of the Concessionaire, at least once on fort-nightly basis. The committee will have the power to impose penalty on the Concessionaire then and there, if any violations of Terms and Conditions of agreement is found.

S. No.	Description of Irregularities	Penalty Schedule		
		First Instance	Second Instance	Third instance & Onwards
1	Staff not in Uniform/ Without ID card	1500	2500	3500
2	Insufficient Manpower	3500	5000	10000
3	Un-clean premises & improper housekeeping	5000	10000	15000
4	Vehicle not parked in orderly manner	1500	2500	3500
5	Malfunctioning of e-ticket dispenser	2000	5000	10000
6	Malfunctioning of Boom Barriers	2000	5000	10000
7	Non-Availability e-payment mechanism	5000	10000	15000
8	Time clocks at entry and exit points not synchronized	5000	10000	15000
9	Malfunctioning of bar code scanner	1500	2000	3000
10	Non-generation of daily MIS or monthly MIS to be sent to AAI	3500	5000	10000
11	Encroachment	15000	25000	50000
12	Use of parking space for other than parking purposes	15000	25000	50000
13	Overcharging	5000	10000	15000
14	Obstruction of free movement to Service room/ station utilities	3500	5000	10000
15	Non-availability of complaint book	3500	5000	10000
16	Vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
17	Commercial vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
18	Misbehaviour by parking staff	3500	5000	10000
19	Non-issuance of computerized Payment Receipt	5000	10000	15000

In case of irregularities at serial no. 11, 12, & 13, beyond third (3rd) instance of violation during tenure of Concession, penalty @ 25% of concession fee shall be levied.



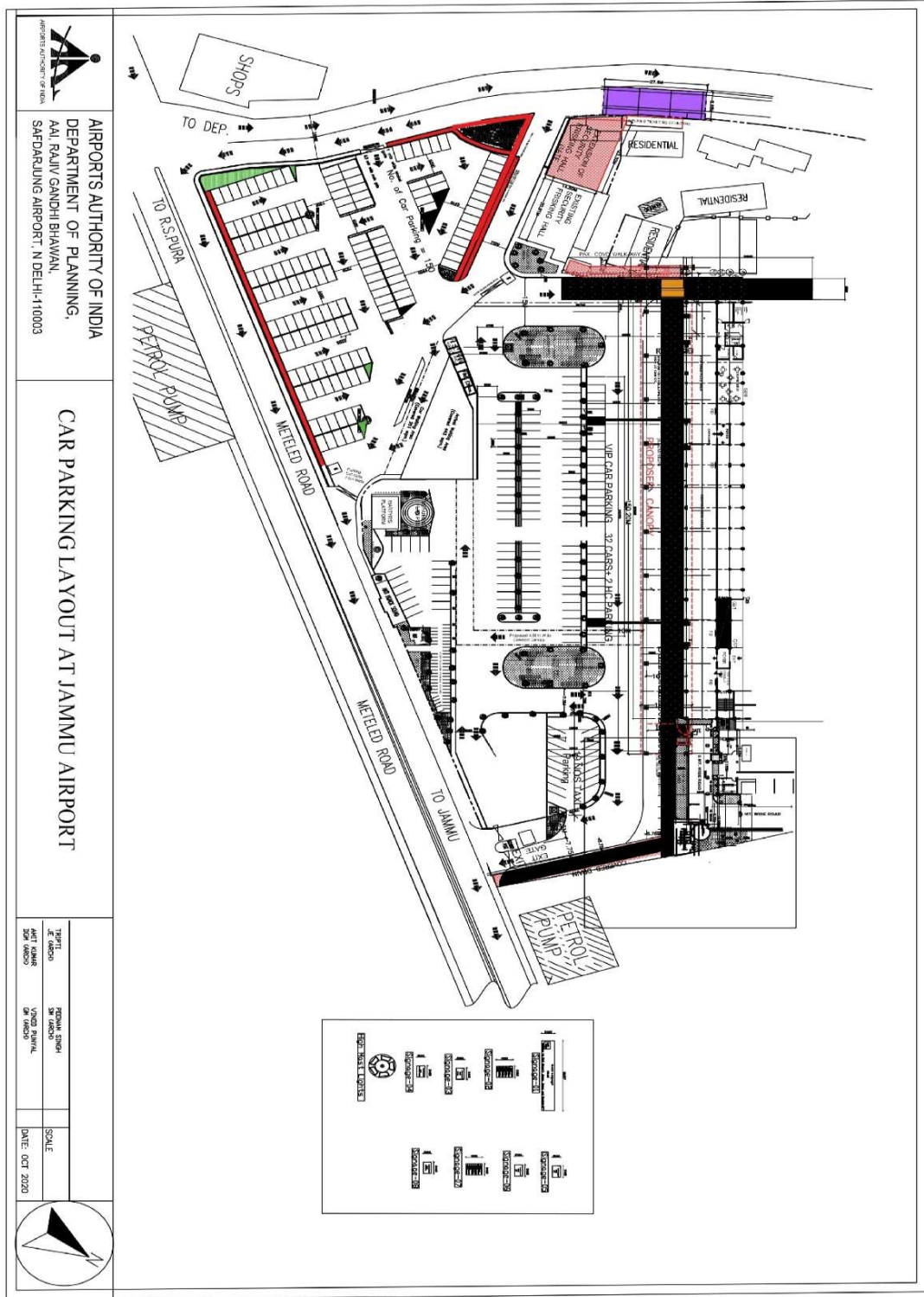
Tentative Make list of ITEMS

Not Applicable



CONCESSION AREA LAYOUT

Parking Area (Highlighted in Red colour boundary) = 4150 sqm





APPENDIX: 4 of Annexure A

SCHEDULE OF PREMISES

Airport	Jammu Airport
Facility	Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees at Jammu Airport.
Location	Cityside near Entrance Gate of Jammu Airport.
Area (in sqm)	4150 sqm

(SIGNATURE OF THE LICENSEE)



ANNEXURE: B

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 notarised)

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

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

IN WITNESS WHEREOF WE... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

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.*



ANNEXURE: C

ACCEPTANCE LETTER
(To be submitted in applicant letter head)

Date:

To,
**The Airport Director,
Airports Authority of India,
Jammu Airport.**

Sub: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the License for Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees at Jammu Airport have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of clause 21 & 22 of Notice inviting E-Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I / We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I / We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
9. I/ We hereby declare that:
 - a. I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.



- b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 8 of General information and guidelines of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - c. I/We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clause 8 of General information and guidelines of Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/We do not have any conflict of interest in accordance with Clause 9 of General information and guidelines of the Tender Document.
10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
 11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of abovementioned 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. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
 15. I/We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I /We shall have any claim or right of whatsoever nature if the contract is not awarded to me/us or our Proposal is not opened.
 16. I//We agree and understand that the Earnest Money Deposit of **Rs. 4,11,200/- (Rupees Four Lakh Eleven Thousand Two Hundred Only)** liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfil any of the conditions stipulated in E-tender documents, within prescribed time.
 17. I//We agree and understand that on account of non-acceptance of award or on account of non- completion of E-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of ***one (01) year.***
 18. I//We agree and understand that in case the documents submitted by my/our firm along with E-tender are false / incorrect, the E-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further E-tender/ tender of AAI, for a period of ***two (02) years.***



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

Dated this Day of , 2025

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



DETAILS OF BIDDER

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

(Signature of Authorized Signatory)

Name: [•]

Designation: [•]

Date:

Seal or Stamp of Bidder



ANNEXURE: E

CERTIFICATE FROM CHARTERED ACCOUNTANT / STATUTORY AUDITOR IN RESPECT OF TECHNICAL, FINANCIAL CAPACITY & EXPERIENCE

Based on the audited records of the company, this is to certify that _____ (*Name of Bidder*) has an operating experience of at least _____ (____) years in _____ business and has presence at the following locations.

S. No.	Airport/ City/ Location	Detail of Business	Periodicity of Business (From / to)

[Strikeout the above clause if experience is not required for the tendered facility]

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

Financial Year	Turnover (in INR Lakh)	Turnover from the corresponding business/ similar facility for which tender has been invited (strikeout if not applicable) (in INR Lakh)
Total		

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

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

Signature

Name & Membership No of Chartered Accountant/Statutory Auditor

Seal of the audit firm:

UDIN No.

Date:



FORMAT FOR LETTER OF UNDERTAKING

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

Sir,

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

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

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____

**DECLARATION**

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

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

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

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

2. I/We, including my/our allied firms, 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/ AAI Act, with AAI. *(In case if you have faced/are facing action under PPE Act with AAI, submit all the details).*
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports. *(In case if you have been ordered by Court of Law, submit all the details).*
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company/firm/concern 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 up to the date as specified in GENERAL INFORMATION AND GUIDELINES Para 3 of NIT with AAI". *(In case if you fall under anyone of the above category, please furnish all such relevant details).*



6. I/We do not have any conflict of interest as detailed in clause 9 of general information and guidelines of tender document.
7. I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees”
(In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal



LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

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

SIGNATURE OF TENDERER

Note:

1. In case of NIL report, Performa must 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.
3. The term near relative means wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws.



ANNEXURE: I

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

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

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

8. Details of any arbitration / litigation :

Signature of Airport Director

Name: [•]

Designation: [•]

..... Airport

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



BANK ACCOUNT DETAILS OF BIDDER

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

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

(Bidder's Name & Signature)

Place:

Date:



FORMAT OF BANK GUARANTEE

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

WHEREAS by a Award letter/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 outstanding dues / charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be the 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 ofor that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.
6. This Guarantee shall be valid till..... and you have the right to en cash this Guarantee up to..... from the said date unless extended on demand by AAI.



NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of Rs.
.....and the validity of this BG shall be up to 180 days from the date of expiry of the subject License/Concession.
- ii. This bank guarantee shall be valid up to.....and you have the right to encash this BG up to the claim period (i.e., 12 months from the date of expiry of License Period)
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before claim date

For Bank name

Dated:

Place:

Witnesses:



Advisory: For Applicant and its BG Issuing Bank Branch

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

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

1. 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.
2. 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 mentioned field, BG confirmation through online portal would not be updated.
3. It is requested that prospective bidder notify their bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message - IFN 760COV/ IFN 767COV via SFMS
IFSC CODE: ICIC0000007
Corporate Name- Airport Authority of India

Field Number	Particulars (to be mentioned in Row 1)
7037	< unique identifier>< <u>AAIJAMMU</u> >

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

Please refer **Appendix 2 of Annexure-K** -request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.



Request letter: Transmission of Bank Guarantee cover message
(To be submitted by applicant to BG issuing bank)

Date: _____

The Manager,

_____ (Bank),
_____ (Branch)

Subject: Inclusion of unique identifier code of AAI while
transmitting BG cover message where beneficiary bank is
ICICI bank (IFSC -ICIC0000007).

Dear Sir/Ma'am,

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

Thanking You,

(Licensee/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 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 en cash /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:

**CHECKLIST FOR BIDDERS**

S. No.	Particulars	Detail
1	Type of Facility / Concession	Concession to Supply, Install, Test, Commission (SITC) and Operate Automated Vehicle Parking Management System; Collection of Parking Fees at Jammu Airport.
2	Period of license/ concession	01 Year extendable by another 06 months.
3	Tender Processing Fee	Rs. 10,000/-
4	Earnest Money Deposit	Rs. 3,50,000/-
5	Area and Location for license	Refer Page 72
6	Minimum Reserved Licensed Fee/MMG	Rs. 4,11,200/- per month (Rupees Four Lakh Eleven Thousand Two Hundred only) Plus Applicable taxes and charges extra.
7	Revenue Share (%), if applicable	Not Applicable
8	Eligibility Criteria:	Refer page no. 10
9	Space Rent for AC space	FY- 2025-26, Rs. 1,670/- per Sqm per month. This shall be subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time.
10	Space Rent for Non-AC space	FY- 2025-26, Rs. 1110/- per Sqm per month. This shall be subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time.
11	Applicability of space rent	Refer page No. 7
12	Utility Charges	@10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space
13	Electricity & Water Charges, etc.	as per actual consumption
14	Applicable Govt. taxes (GST, etc.)	As per applicable GOI rules
15	Experience Certificates	-
16	Incubation Period	07 days
17	Gestation Period	15 days
18	Security Deposit Towards License Fee	Refer Page No. 27
19	Security Deposit Towards EWC Utilities	Refer Page No. 28



Critical Dates

1	Date of publish of Tender document	22-09-2025
2	Start download/sale date of Tender documents	From 22-09-2025, 1800 Hrs.
3	Last download/sale date of Tender document	07-10-2025, 1800 Hrs.
4	Last date of submission of queries to Tender Document on CPP portal	By 26-09-2025, Up to 1600 Hrs.
5	Reply to the queries by AAI on CPP portal	By 30-09-2025, Up to 1800 Hrs.
6	Last date for online submission of bids/proposals on e-tender portal	By 07-10-2025, 1800 Hrs.
7	Technical Bid Opening date	09-10-2025 at 1300 Hrs.
8	Tentative Financial Bid Opening date	15-10-2025 at 1300 Hrs.



ANNEXURE: N

Format for Consent Letter
Dispute Resolution Clause

To,

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

Sub: Request for appointment of arbitrator under Clause _____ of the
_____ Agreement _____ dated
_____ for _____

Sir / Madam,

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

Thanking you,

(_____)
Authorized signatory of agency

Encl : As above

**ANNEXURE: O****List of Empanelled Agencies**

S. No	Agency Name	EMAIL ID	Contact Address	Category of Airport
1	M/s A S Multiservices	anilasshukla@gmail.com	C 212 Steel Chambers Tower, Steel Market Complex, Kalamboli - 410218	Category I,II,III, IV, & V
2	M/s Achal Projects Pvt Ltd	info@achalprojects.com	Ward No 11, S K Vihar Colony Road No. 2, Beur Patna Bihar, 800002	Category II,III, IV, & V
3	M/s Akhtar Enterprises	akhtarenterprises16@gmail.com	10/11, Kohinoor Society, Opp. B.M.C School, A.G. Link Road, Sakinaka, Mumbai - 400072	Category I,II,III, IV, & V
4	M/s Anjaney Enterprises	anjaneyenterprises@gmail.com	Plot No 142 Beanerjee Lay Out Bhagwan Nagar Nagpur Maharastra-440027	Category II,III, IV, & V
5	M/s Ashok Kumar Sharma	ashoksharma231976@gmail.com	Proprietor, D-14/383, Lalita Park, Laxmi Nagar, Delhi - 110092	Category II,III, IV, & V
6	M/s City Logic	Citylogic.ss@gmail.com	Shop No 02, Chandresh Vandan CHS LTD, Near Sai Data Mandir, Sanyukat Nagar, Chandan Naka Road, Nallasopara (E), Palghar - 401209	Category II,III, IV, & V
7	M/s Hari Om Enterprises	hariomenterprises.36@yahoo.com	Office no - 12, Kinjal La-vista Apt, Poonam Sagar Complex, Mira Road East-401107	Category II,III, IV, & V
8	M/s Headway Industries	headway.industries22@gmail.com	Village-Kankrola, Sector-87, Gurgaon Haryana - 122052	Category II,III, IV, & V
9	M/s Joginder Singh	jsmunj1951@gmail.com	WZ F1/195 Street No-4 Varinder Nagar New Delhi - 110058	Category I,II,III, IV, & V
10	M/s Om Sai Siddhi	omsaisiddhi6294@gmail.com	Shop No. 2, Kinjal La-vista Apt, Poonam Sagar Complex, Mira Road East, Thane-401107	Category III, IV, & V
11	M/s Omega Enterprises	cargo.omega@gmail.com	Room no 106, Bldg No. 5 Ganesh Wadi CHS, Akruiti Tower, Bhim Nagar, MIDC Andheri E Mumbai - 400093	Category I,II,III, IV, & V
12	M/s PCT Multiservices	p.c.tiwari1985@gmail.com	142, 1 st Floor, Banerjee Lay Out Bhagwan Nagar Nagpur- 440027	Category II,III, IV, & V



13	M/s Prime Toll and Metal Recoveries	primetoll@gmail.com	Shop No. 28/B, Kohinoor Society, Opp. BMC School, Andheri Ghatkopar Link Road,, Sakinaka, Mumbai	Category II,III, IV, & V
14	M/s Ranjeet Kumar	ranjeetkthakur78@gmail.com	Gali No-2, Chandmari road, Kankarbagh Patna (Bihar) – 800020	Category II,III, IV, & V
15	M/s S.S Multiservices	ssmultiservices187@gmail.com	Office No. 710, Zion Building, Plot No. 273, Sector -10, Kharghar, Navi Mumbai – 410210	Category I, II,III, IV, & V
16	M/s Sanjay Kumar Shukla	ShukIaji2222@gmail.com	Mangal Nagar, Shyama Prashad Mukhrji ward Chhparwah Katni M– 483501	Category III, IV, & V
17	M/s Sanjita Dutta	sanjita.dutta@gmail.com	H.No. : 257, VIP Airport Road, Azara, Guwahati –781015, Assam	Category I, II,III, IV, & V
18	M/s Sikandar Kumar Singh	sikandersinghh@yahoo.com	B-6/618, Harijan Basti, Rajvir Colony, Gharoli Extn. Delhi - 110096	Category II,III, IV, & V
19	M/s Tanuj S Pandey	hemantshyampandey@gmail.com	148, Banerjee Layout Bhagwan Nagar, Nagpur -440027	Category II,III, IV, & V
20	M/s VIP Services	vipservicesbho@gmail.com	Shop No 01 House No 50 Lau Khedi Near Airport Road Colony Bhopal	Category II,III, IV, & V
21	M/s Wenz International Pvt	sanjaywenz@gmail.com	Jamuna Square, Shop #07, BH-42/1 Sarat Bose Lane, Kolkata – 700081	Category I, II,III, IV, & V
22	M/s Zareen Anjum	scaterers143@gmail.com	Abdul Razzaque Shahwaj Nagar Moulanchak, Ashraf Alam Lane, Ps – Mohahidpur, Dist – Bhagalpur, Bihar – 812002	Category II,III, IV, & V



Format of Integrity Pact

The following persons (or any other person appointed as IEM by AAI from time to time) shall function as Independent External Monitor (IEMs) for this pact:

- i) Shri Prabhat Ranjan Acharya, (IA & AS (Retd.),
Flat no. 501, Ganga Block no. 1,
Pocket D-6, Vasant Kunj,
New Delhi-110070,
Email: prabhatacharya@gmail.com

- ii) Shri Kuldip Kumar Peshin, CE & MES (Retd.),
W2B046, Wellington Estate
DLF-5, Gurgaon (Haryana)-122009
Email: kkpeshin@yahoo.com

FORMAT OF INTEGRITY PACT

(To be signed by the Selected Bidder within 30 days after issuance of LOIA by Authority)

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by of the other part, hereinafter called the “Bidder/Contractor” (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/contract forThe Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

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

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the RFP (Request for proposal) dated Contractor is signing the contract for execution of



NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Authority;

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

3. Commitments of Bidders/Contractor.

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



- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates/affiliates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.



- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's Associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be



terminated for such reason and he may be considered for debarment for future tender/contract processes.

- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores.(Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

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

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

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

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending



Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contact signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

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



- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates

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

8. Independent External Monitor(s),

- 8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associate(s). The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associte(s) with confidentiality.
- 8.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue



or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

8.10 A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

9. Facilitation of Investigation.

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

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions

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

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

12. Pact duration (Validity)

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



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

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

13. Company Code of Conduct

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

14. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	Bidder
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Deptt./Ministry/PSU	
Witness	Witness
1. _____ _____	1. _____ _____
2. _____ _____	2. _____ _____

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