



CHANDIGARH INTERNATIONAL AIRPORT LIMITED

Registered Office: Room No.1, Project Office Building, Chandigarh Airport, Chandigarh - 160003

CIN No. U63013CH2010GOI031999

GST No- 03AADCC8570B1Z2

E- Tender for operating Retail outlet Location-R-16, SHA) at Chandigarh International Airport Limited

COST OF E-TENDER DOCUMENTS – (Non-Refundable) : Rs.25,000/- (Rupees Twenty five thousand only) inclusive of all taxes.

Cost of NIT Document and Earnest money deposit (EMD) is required to be submitted/paid through RTGS/NEFT mode, for which the details are available in the document (refer last page). **The bidders must enclose a scanned copy of the UTR number/details of the transaction along-with Technical bids.**

(Tender ID: 2022_AAI_118492_1)

Critical Dates

Publish Date	All activities listed are through E-portal/online only	17.06.2022
Document Download / Sale Start Date		17.06.2022 at 1800 hrs onwards
Document Download / Sale End Date		11.07.2022 at 1800 hrs
Clarification Start Date		17.06.2022 at 1800 hrs onwards
Clarification End Date		24.06.2022 at 1800 hrs
Bid Submission Start Date		17.06.2022 at 1800 hrs onwards
Bid Submission End Date		11.07.2022 at 1800 hrs
Bid Opening Date (Technical)		12.07.2022 at 1800 hrs
Bid Opening Date (Financial) (Probable)*		19.07.2022 at 1800 hrs

*The above Date & time of opening of financial bids is tentative and is subject to completion of scrutiny of technical bids and other processing work related to bids etc. The final date and time of financial bids shall be updated/intimated separately/subsequently only to the technically qualified bidders through e-portal only.

Chandigarh International Airport, Chandigarh

Preface

Chandigarh International Airport Limited (CHIAL), a joint venture company floated by Government of India (Airports authority of India), Punjab Government (Greater Mohali Area Development Authority-GMADA) and Haryana Government (Haryana Shahari Vikas Pradhikaran (HSVP)) to operate and maintain The Chandigarh International Airport (*a new state of art International Airport at Mohali, Punjab*). The new International Airport is operational from October 19, 2015.

Chandigarh, the Capital City of two states (Punjab & Haryana) and also Union territory reflects a perfect fusion of the ancient and the modern Indian culture with Cosmopolitan flavor. The Chandigarh city and its satellite town like Panchkula, Mohali etc. being Gateway to Punjab, Haryana, Himachal Pradesh and Jammu & Kashmir has evolved as the epicenter of economic and political development of North India. It is among one of the fastest growing cities in the Country with reasonably high per capita income. Chandigarh is also the hub for tourists who wish to explore the north of India.

The new Chandigarh Airport at Mohali touched a remarkable footfall of more than 02 Million Passengers during the F.Y. 2017-18,2018-19, 2019-20 and 2020-21 with the capacity to accommodate about 05 million passengers annually.

Major Airlines and Passenger Traffic data of Chandigarh Airport are as under:

Major Airlines

1. Air India/Alliance Air
2. Indigo
3. Vistara
4. Go Air

Other operators

1. Pawan Hans Limited.
2. Air Taxi - Aviation Connectivity and Infrastructure Developers Pvt. Ltd.

Passengers Traffic Data of Chandigarh International Airport Limited during the Financial Years 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 have been reported to 18,25,881; 21,37,739; 20,97,698; 24,45,202 and 13,79,844 respectively.

The above passenger Traffic Data can be accessed/viewed at www.aai.aero also.

**E- Tender for
OPERATING RETAIL OUTLET at
Chandigarh International Airport Limited
E-Tender Document No. -**

INDEX

	Page No.
1. Cover page, preface and Index	- 1-3
2. Notice Inviting E-Tender	- 4-12
3. General Information & Guidelines	- 13-22
4. Guidelines to bidders (E-Tendering)	- 23-27
5. License Agreement (Draft)	- 28-38
6. Schedule of Premises	- 39-41
7. General Terms & Conditions	- 42--47
8. Special Terms and Conditions	- 48-51
9. Bank Guarantee Form	- 52-53
10. EPOS	- 54-55
11. Power of Attorney (Annexure-A)	- 56-58
12. Affidavit (Annexure-B)	- 59
13. Annexure-C	- 60
14. Annexure-D	- 61
15. Acceptance Letter (Annexure-E)	- 62
16. Intimation of product category (Annexure-F)	- 63
17. Joint Bidding Agreement (Annexure-G)	- 64-67
18. Letter of Successful Bidder (Annexure-H)	- 68
19. Check List of Security Clearance (Annexure-I)	- 69-70
20. RTGS/NEFT Details CHIAL & Bidder (Annexure-J)	- 70
21. List of retail outlets already operating (Annexure-K)	- 72
22. An Indicative Check List	- 73

**DGM, Commercial
For the CEO, CHIAL
(CHANDIGARH INTERNATIONAL AIRPORT LIMITED)**

NOTICE INVITING E-Tender

1. Tender in prescribed form are hereby invited for granting license for **operating retail outlet in Domestic SHA at Chandigarh International Airport:**

Name of Licence/Facility	Period of License	Location	Area	MRLF (per month)	Earnest Money Deposit (EMD)
E- Tender for Operating (Non-exclusive) Retail Outlet at Chandigarh International Airport	5 years	R-16, Domestic SHA	28 sqm (Maximum height 10 feet)	2,29,000/- (Rs. Two Lacs Twenty nine thousand only)	Rs. 2,74,800/- (Rs. Two Lacs seventy-four thousand eight hundred only)

In addition to the license fee, Licensee is liable to pay CAM charges (10% of the space rent) +18% GST + Electricity Charges.

If monthly passenger traffic falls below 20% of the Average passenger traffic of last six months (Base month for calculating reduction): i.e. 2,56,467/- Pax , pro-rata license fee reduction shall be applicable month wise.

Annual Escalation: License Fees shall be subject to annual compound escalation @ 12.5% for subsequent years. For example:

- Y_0 : Base year
- Y_1 : Succeeding Year
- $M_1 Y_0$: First month of the Base year
- $M_1 Y_1$: First month of the Succeeding year
- Assuming Quoted License fee ($M_1 Y_0$) : Rs.2,00,000/-
- Average passenger traffic of last six months (Base month for calculating reduction): i.e. 2,56,467/- Pax
- Licensee fee after annual escalation in $M_1 Y_1$: Rs.2,25,000/- (Rs.2,00,000 + 12.5% escalation = Rs.2,25,000/- on completion of one year)

S.No.	Particulars	Pax	L.F. per month in 1 st year (in Rs.)	L.F. per month in 2 nd Year (in Rs.)
1.	If monthly Pax remains same	2,56,467	2,00,000/-	2,25,000/-
2.	If monthly Pax exceeds 2,56,467	3,50,000	2,00,000/-	2,25,000/-

3.	If monthly pax falls more than 20% of 2,56,467	1,90,000	1,48,167.2/-	1,66,688.1/-
4.	If monthly pax falls below 10% of 2,56,467	2,20,000	2,00,000/-	2,25,000/-

Note: -

The bidder should assess the business opportunity at their own end including the prevailing scenario of COVID-19. No discount on this account shall be entertained except the closure by Government authorities. During the closure space rental and CAM charges as applicable shall be charged.

Similar type of licenses to be awarded

CHIAL is simultaneously inviting applications for various other General Retail outlets on walk in basis as well as inviting other retail tenders along with this tender. Further, tenders for some other retail outlets like apparels, personal care products, bags, leather goods, confectionary/sweets gifting items, toys etc have been awarded by CHIAL. The bidders are requested to take note of above and submit their bids accordingly.

The list of Categories that the concessionaire can bring under this tender are as follows:

- Watches/ Jewellery
 - Electronics products
 - Personal Care products/Cosmetics/fragrances
 - Sunglasses/Eyewear
 - Destination merchandise
 - Bags/Leather Goods/Footwear/Leather Accessories
 - Men/Women/Kids Apparel & Fashion wear
 - Books/News Magazine/Music/Movies or Souvenirs
 - Gifting Items/Toys
 - Writing Stationary and Instruments
 - Ungrounded(Whole) spices
 - Pharmacy(Nonprescription/Prescription Drugs)
- i. The bidder shall intimate the category of retail for which the tender has been applied in the annexure 'F'.
 - ii. The licensee shall pay CAM charges @ 10% of space rent. The current space rental at CHIAL is Rs. 3221/- Per SQM per month, which is subject to 10% annual escalation every financial year. The next escalation on space rentals is due on 01/04/2023.
 - iii. Location for the above license shall be as per the location plan.
 - iv. Period of License/Contract will not be changed under any condition.
 - v. Cost of NIT and Earnest Money Deposit (EMD) is required to be submitted/paid through RTGS/NEFT mode, for which the details are available in the document (refer last page) The bidders are requested to enclose a scanned copy of the UTR number/details of the transaction along-with Technical bids.

- vi. The party shall quote amount in the prescribed financial bid format (BOQ file). Offer below MRLF, will not be considered for award.
- vii. The successful tenderer shall be liable to pay all Govt. Taxes including GST applicable at the rates declared by Govt. of India/State Govt./Union Territory from time to time.
- viii. The party shall pay the electricity charges as per the actual consumption by the rates decided and revised by CHIAL from time to time.
- ix. The counter shall be fabricated as per drawing and design of CHIAL, the drawings for the same shall be submitted by the licensee for approval of competent authority.
- x. The successful tenderer shall be required to submit Security Programme (as per Format A & A-1 or as may be prescribed from time to time in this regard available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) for issuance of Security Clearance / Security programme approval, for commencing the facility in Security Hold Area / other area. The willing and interested bidders to participate in the E-tender are advised in their own interest to apply side by side for security clearance with BCAS. This shall be helpful in reducing the time required to make the facility operational at the earliest.
- xi. If the successful tenderer is able to procure BCAS clearance and other permissions/licenses and commences the commercial operation at CHIAL before the actual expiry of the gestation period, the licensee shall be entitled for a 10% discount for the remaining gestation period. For example, the licensee commences its commercial operation at CHIAL 10 days before the expiry of actual gestation period, the bill (first bill only) for the 10 days' period shall be discounted by 10%.
- xii. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by CHIAL, 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. As per notification of Labour department, the airport falls under category "B". Hence, the wages must be paid in accordance to category "B" of Central Govt/State Govt., whichever is higher.
- xiii. Any backup office/store area space (subject to availability and in the non-passenger movement area) can also be considered for allotment on space rental basis. The current space rentals are 2928/- per SQM per month + CAM Charges (@ 10% of space rentals) + GST, which are subject to annual compound escalation @ 10% every financial year. (The next escalation on space rentals shall become due on 01/04/2022).

Note: It may be noted that the licensee shall be allowed to commence the facility only after BCAS clearance / approval (wherever applicable) from other regulatory agencies is obtained.

2. PERIOD OF LICENSE: The period of licence shall be for (05) five years.

3. ELIGIBILITY/SELECTION CRITERIA: - The parties fulfilling the following eligibility/selection criteria are eligible to participate in the tenders:

The Bidder as on the date of publication of tender shall have at least one (1) year experience in the Retail outlet(s) running business at passenger transport terminal such as airport, seaport, metro rail, metro rail station, railways, railway station, bus terminal, malls, shopping complex during the preceding 05 years.

Manufacturers having at least 1-year manufacturing experience of same / similar products line are also eligible to participate.

Bidder should have experience in running any of the following retail categories:

- Watches/ Jewellery
- Electronics products
- Personal Care products/Cosmetics/fragrances
- Sunglasses/Eyewear
- Destination merchandise
- Bags/Leather Goods/Footwear/Leather Accessories
- Men/Women/Kids Apparel & Fashion wear
- Books/News Magazine/Music/Movies or Souvenirs
- Gifting Items/Toys
- Writing Stationary and Instruments
- Ungrounded(Whole) spices
- Pharmacy (Nonprescription/Prescription Drugs)

The experience, as claimed by the bidders should be duly supported by documents establishing the claim of the bidders. An indicative list of such documents can be copies of award letters supported by experience certificate issued by the contract awarding authority; must submit Self Attested Scanned Copies of Award Letters from the respective Principals on the strength of which it intends to claim Technical eligibility. (ex. In case of Malls experience certificate from the owner of Mall, in case of airports owned and operated by AAI, experience certificate from AAI etc.) copy of work completion certificate issued by the contract awarding authority. Books of accounts shall clearly depict the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting an experience certificate issued by CA will not be considered to testify the claimed experience. An undertaking/self-declaration that the furnished information is true also needs to be submitted along with supporting documents.

4. Parties shall have a turnover of Rs. 50 lakhs (Rs. Fifty lakhs only) from similar business for the relevant period for which experience has been claimed.

(Attested Scanned copies of documentary proof are to be attached)

a) TURNOVER CRITERIA: As required in Eligibility Criteria

“GTO / Turnover” means turnover from similar business for the relevant period for which experience has been claimed in terms of the NIT i.e. the turnover shall be related

to the business / similar business only for which the tender is called. Gross turnover means "Total value of sales excluding GST/VAT (Sales Tax) / Service Tax".

In case of Consortium / joint venture, the lead member (holding at least 51% equity holding in the consortium / Joint Venture) shall have the requisite turnover not necessarily from the similar business but at least one of the members must have the Turnover sought from the similar business and such member shall not have equity holding less than 26% in the consortium / JV.

In order to assess the above, the parties shall submit the Profit and Loss Accounts along with the schedules indicating the break-up of their turnover / sales from various business and sources separately. This aspect / requirement shall be made clear in the tender documents itself. In the absence of details in Profit and Loss Accounts, separate schedule showing bifurcation of revenue, the details are to be submitted by the tenderer duly certified by a Practicing Chartered Accountant.

In case of companies, Annual Report for any of the completed financial year for which experience has been sought is to be submitted.

"Consortium"

In case of Consortium / joint venture, the lead member (holding at least 51% equity holding in the consortium / Joint Venture) must have the requisite turnover (not necessarily from the similar business) and at least one of the members must have the Turnover sought from the similar business and such member shall not have equity holding less than 26% in the consortium / JV.

"Consortium" shall mean a group of entities not exceeding three, coming together to submit an Application.

The Applicant for Tender may be a single entity or a group of entities (the **Consortium**"), coming together seeking allotment of the Concession / License. However, no applicant applying individually or as a Member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

The Selected Bidder (including single entity) shall form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the **"SPV"**), to execute the Concession Agreement and implement the Concession. In case the Applicant is a Consortium, it shall, in addition to forming a SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) subject to the provisions of sub-clause (a) above, the Applications shall contain the information required for each member of the Consortium;

- (c) Members of the Consortium shall nominate one member as the lead member (the **“Lead Member”**), who shall have an equity shareholding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV throughout the Concession Term. The nomination(s) shall be supported by a Power of Attorney, as per the format enclosed, signed by all the other members of the Consortium. Lead Member shall remain throughout the period of the Concession.
- (d) The Application shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification; the members of a Consortium (including individual) shall form an appropriate SPV to execute the Concession, if awarded to the Consortium;
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified (the **“Joint Bidding Agreement”**), for the purpose of making the Application and submitting the Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - (i) convey the intent to form a SPV with shareholding / ownership **equity commitment(s) in accordance with this RFQ / Tender Documents** which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession is awarded to the Consortium;
 - (ii) Clearly specify the proposed roles and responsibilities, if any, of each member;
 - (iii) Specify the minimum equity stake to be held by each member and shall further undertake that the SPV shall, throughout the Concession Term, be in compliance of the applicable regulations governing foreign investment;
 - (iv) Undertake that the Lead Member, shall subscribe to 51% (fifty one per cent) or more of the paid up and subscribed equity of the SPV and shall further undertake that such Lead Member shall, for the entire period of the Concession, continue to hold equity share capital not less than 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV;
 - (v) Members of the Consortium undertake that, subject to the provisions of sub-clause (g) (IV) above, they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV **at all times until the third anniversary (i.e. completion of three years from the date of commencement of the contract)**; and include an undertaking to the effect that all members of the Consortium (who submitted the Application) shall be liable jointly and severally for all obligations of the concessionaire in relation to the Concession in accordance with the Concession Agreement; and

The Parties hereby undertake that in the event the Consortium is declared, the Selected Bidder and awarded the Concession, it shall incorporate a Special Purpose Vehicle (the **“SPV”**) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the CHIAL and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Concession.

Important notes to bidders

In case the bidder / participant is a consortium / Joint Venture, documents and declarations of lead member (holding not less than 51% equity in the consortium / Joint Venture) shall be taken into consideration. However, in cases where lead member does not fulfil the criteria of turnover / experience from similar business, any of the other members holding not less than 26% equity holding in the consortium / JV and being in possession of such requirement would lead into eligibility of consortium / joint venture for the purpose of experience and turn over only.

The holding and subsidiary both Indian and foreign companies, can participate in the tender provided they disclose the fact in the technical bid. However, in case there are only two bid that of holding and subsidiary company, they are to be treated as single tender. However, in case of Limited Liability Partnership, since this is a separate legal entity and they may have separate business interests and therefore these shall not be treated as single tender.

5. DISQUALIFICATION CRITERIA:

A party fulfilling the eligible criteria specified in the NIT can participate in the tender. However, any party (a company, firm or a person) falling under the following categories are not eligible for consideration of the tender. These clauses shall also form the part of tender documents / conditions.

- (a) A party having more than one month current outstanding dues i.e. dues up to the month just preceding the month during which tender has been published shall be cleared. The party shall have to submit No Dues Certificate issued by CHIAL to this effect or declaration (in case there is / was no contract with CHIAL / Chandigarh Airport under AAI).
- (b) De-barred / black listed by CHIAL or CBI or AAI or Undertakings / Departments like; Railways, Defence, or any other Department of Govt. of India, State Government. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- (c) Parties facing action under The Public Premises (Eviction of Unauthorized Occupants) Act, 1971 or any other act applicable in this regard from time to time. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- (d) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of CHIAL and has not paid such dues to CHIAL. The associated firms / subsidiaries of such defaulting party shall also not be eligible for consideration of tender. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)

- (e) Any party who fails to deposit the requisite SECURITY DEPOSIT for the disputed amount referred to arbitrator in any matter between CHIAL and tenderer.
- (f) Any proprietorship entity, firm or private limited company whose proprietor / partner / director is the proprietor / partner / director of another proprietorship entity / firm / private limited company which have revenue contract with CHIAL and have outstanding dues other than current dues and disputed dues stayed by court or arbitrator.

[A declaration in the form of an Affidavit to the effect that he does not fall under the categories (a) to (f) above shall be furnished on a non-judicial stamp paper at the time of submitting the tender.]

- In case the information is found to be incorrect / false, tender of such party shall be liable to be rejected by giving the reasons and Earnest Money Deposit (EMD) forfeited besides debarring the participation of such party in CHIAL's tender for a period of up to 3 years.
- If at any stage, CHIAL finds that the party had submitted any false / wrong / concealment of information / document affecting eligibility criteria of the facility in such case, SD and / or EMD shall be forfeited and party is liable to be debarred for **03 (Three) Years** for participation in CHIAL tenders. Apart from this, other legal measures, as deemed appropriate may be initiated by CHIAL. The related party to the debarred entity shall also not be considered eligible for tender of CHIAL during the said 03 years' time period.
- ***Only one bid shall be accepted from a single party either a firm or an individual. The director/partner/proprietor of more than one company/proprietorship/partnership or firm will be considered as single party and one legal entity.***

6. E-TENDER:

- (i) ***Tender Documents indicating full details of the License is available on <http://www.aai.aero>&<https://etenders.gov.in>. The tenderer can participate in the bid only on e-tender portal<https://etenders.gov.in>. The bids shall not be accepted in any other form.***
- (ii) ***Bidders/Tenderers are also advised to get themselves acquainted for e-tendering participation requirement themselves at e-tendering portal mentioned above.***
- (iii) ***Clarification needed, if any, may be sent through e-tendering portal only.***
- (iv) ***E-bids shall be submitted in two bid system on e-portal as follows:***
 - ***Technical Bid.***
 - ***Financial Bid.***

CRITICAL DATES:

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Bid Opening Date (Technical)		12.07.2022 at 1800 hrs
Bid Opening Date (Financial) (Probable)*		19.07.2022 at 1800 hrs

7. REFUND OF TENDER COST:

Cost of tender document after deducting 10% as tender processing fees shall be refunded to the concerned party in case CHIAL decides to cancel the tenders before its receipt/opening of technical bids due to administrative reasons.

8. CHIAL reserves to itself the right to reject the conditional Tenders without assigning any reason thereto.
9. CHIAL 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).
10. If the entity participating in any of the tenders is a private or public limited company, partnership firm or sole proprietor and any of the Directors/Partners/Sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with CHIAL & has outstanding dues payable to the CHIAL, then the said entity may not be allowed to participate in CHIAL tenders.

**DGM, Commercial
For the CEO, CHIAL
(CHANDIGARH INTERNATIONAL AIRPORT LIMITED)**

GENERAL INFORMATION/GUIDELINES

1. E-Tender documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder/tenderer: -
 - (i) Technical e-bid through e-portal
 - (ii) Financial e-bid through e-portal

3. TECHNICAL BID

3.1 The technical bid which shall be opened first, shall contain the following documents specified as under (Bidders shall upload scanned copy of the following documents in readable form at e-tendering portal as part of technical bid as a single PDF file). Technical Bid not accompanied with the below mentioned documents (even after shortfall) would be liable to be rejected:

- (a) Documentary Proof in support of experience as per the terms and conditions of Notice Inviting e-Tender. (The experience, as claimed by the bidders should be duly supported by documents establishing the claim of the bidders. An indicative list of such documents can be copies of award letters supported by experience certificate issued by the contract awarding authority; must submit Self-Attested Scanned Copies of Award Letters from the respective Principals on the strength of which it intends to claim Technical eligibility. (ex. In case of Malls experience certificate from the owner of Mall, in case of airports owned and operated by AAI, experience certificate from AAI etc.) copy of work completion certificate issued by the contract awarding authority. Books of accounts shall clearly depict the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting an experience certificate issued by CA will not be considered to testify the claimed experience. An undertaking/self-declaration that the furnished information is true also needs to be submitted along with supporting documents.)
- (b) Profit & Loss Accounts and Balance Sheet / Annual Report as may be applicable for the completed financial year i.e. 2017-18 or 2018-19 or 2019-20 or 2020-21 or 2021-22 (for relevant period for which experience has been claimed) duly certified by the Practicing Chartered Accountant or Statutory Auditor.
 - (i) In case of Registered Company, Annual Report as per Companies Act consisting of Profit & Loss Accounts, Balance Sheet, Director's Report, Auditor's Report and Cash Flow Statement shall be submitted.
 - (ii) The Annual Report shall also be accompanied with copies of FORM NO. AOC-4, MGT-7 or any other form(s) applicable in this regard from time to time with all enclosures / schedule as filed with Registrar of Companies (ROC) for the completed financial year i.e. 2017-18 or 2018-19 or 2019-20 or 2020-21 or 2021-22

- (iii) Copy of ITR for the completed financial year i.e. 2017-18 or 2018-19 or 2019-20 or 2020-21 or 2021-22.
 - (iv) Monthly GST Return (GSTR 3B) –any one return filed during FY 2019-20, 2020-21 or 2021-22.
- (c) Photocopy of PAN Card, GST as applicable in respective State, Service Tax Registration Certificate (if applicable).
In case of non-applicability of GST, the declaration to this effect duly certified by Practicing Chartered Accountant or Company Secretary or Cost Accountant clearly stating the reason for non-registration under the Concerned Statutes shall be submitted by the bidder(s).
- (d) Copy of Memorandum and Articles of Association in case of Registered Companies.
COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS AUTHORISING THE AUTHORISED SIGNATORY IS ALSO TO BE ENCLOSED.
- (e) By laws in case of cooperative societies.
COPY OF RESOLUTION PASSED BY THE MANAGING COMMITTEE AUTHORISING THE AUTHORISED SIGNATORY IS ALSO TO BE ENCLOSED.
- (f) Partnership Deed in case of Partnership firm / LLP.
COPY OF RESOLUTION PASSED / POWER OF ATTORNEY AUTHORISING THE AUTHORISED SIGNATORY DULY SIGNED BY ALL PARTNERS IS ALSO TO BE ENCLOSED.
- (g) Earnest Money Deposits.
- (h) No dues certificates: Issued byCHIAL (If applicable).
- (i) Declaration of contracts held at AAI run Airports in India.
- (j) CA Certified Turnover*- “Turnover” means turnover from similar business for the relevant period for which experience has been claimed in terms of the NIT i.e. the turnover shall be related to the business / similar business only for which the tender is called.

In case of Consortium / joint venture, the powers shall be deliberated by the Boardthe lead member (holding at least 51% equity holding in the consortium / Joint Venture) shall have the requisite turnover from the similar business and if the Lead member does not have requisite turnover from the similar business, then at least one of the Consortium members must have the Turnover sought from the similar business, and such member shall have equity holding not less than 26% in the consortium / JV.

*In order to assess the above, the parties shall therefore submit the Profit and Loss Accounts along with the schedule indicating the break-up of their turnover / sales from various business and sources separately. In the absence of details in

Profit and Loss Accounts, separate schedule showing bifurcation of revenue, the details are to be submitted by the tenderer duly certified by a Practicing Chartered Accountant or statutory Auditors.

Turnover during any financial year in the relevant period for which experience has been claimed shall be taken into account.

- 3.2** Sole proprietor having more than one concern shall be taken as a single concern. The proprietor shall have to choose to participate through any one concern in case he drops more than one bid.
- 3.3** Two partnership concerns having any common partner shall be considered as same concern. They shall have to choose to participate through any one concern in case they have dropped more than one bid. However, in case of Limited Liability Partnership, since this is a separate legal entity and they may have separate business interests and therefore these shall not be treated as single tender
- 3.4** The holding and subsidiary both Indian and foreign companies, can participate in the tender provided they disclose the fact in the technical bid. However, in case there are only two bid that of holding and subsidiary company, they are to be treated as single tender. However, in case of Limited Liability Partnership, since this is a separate legal entity and they may have separate business interests and therefore these shall not be treated as single tender
- 3.5** In case the bidder / participant is a consortium / Joint Venture, documents and declarations of lead member (holding not less than 51% equity in the consortium / Joint Venture) shall be taken into consideration. However, in cases where lead member does not fulfil the criteria of turnover / experience from similar business, any of the other members holding not less than 26% equity holding in the consortium / JV and being in possession of such requirement would lead into eligibility of consortium / joint venture for the purpose of experience and turn over only.

4. FINANCIAL BID

- a) The financial bid shall be in the prescribed format available at e-tendering portal / incorporated under tender documents.

5. UNCONDITIONAL BID

- 5.1 Tenderer / bidders shall not add any conditions either in technical e-bid or in financial e- bid, failing with their tender shall liable to be rejected. Conditional tenders / e-bids / financial e-bids/ offers etc. by whatever name called shall be liable to be rejected.
- 5.2 In case the documents submitted by the tenderer are false, incorrect, not as per tender conditions, the same shall be liable to be rejected. If it comes to the notice

of CHIAL that any incorrect and/or false information has been submitted by the tenderer, such award shall be liable to be cancelled after giving an opportunity of being heard, besides any other legal action, as may be made out under the facts and circumstances of the case.

6. GESTATION PERIOD: Gestation period of 60 days or actual commencement of commercial operation whichever is earlier will be permitted.

The Gestation period shall be permitted from the date of issuance of NOC / approval of plan or drawings / permission etc by CHIAL.

Commercial In charge shall ensure the issuance of such NOC / approval of plan, if any, within a period of 30 days from the date of submission.

The licensee shall submit application for NOC / Plan, if any, within 15 days of issuance of Award Letter. This compliance would be treated as major compliance and failure to do so may attract forfeiture of EMD, Debarring for 03 years in future participation of CHIAL tenders, termination of contract and other measures as deemed appropriate by competent authority. If there is delay in submission of application for NOC/ plan, the same time period shall be deducted from Gestation period.

No commercial license fee / gross turnover related royalty shall be charged for the gestation period.

The period of contract shall commence from the date of commencement of business or expiry of Gestation period (including extension, if any), whichever is earlier.

If the successful tenderer is able to procure BCAS clearance and other permissions/licenses and commences the commercial operation at CHIAL before the actual expiry of the gestation period, the licensee shall be entitled for a 10% discount for the remaining gestation period. For example, the licensee commences its commercial operation at CHIAL 10 days before the expiry of actual gestation period, the bill (first bill only) for the 10 days' period shall be discounted by 10%.

Grant of additional gestation period will not be considered. However, under exceptional circumstances, grant of additional gestation period shall be considered by the competent authority, if the same is appropriately justified and premised on the documentary/supporting documents. Factors to be considered shall be such as non-receipt of BCAS clearance in spite of timely application, delay in timely provision of essential utility/services such as electric load, water supply, etc. by CHIAL which may be a pre-requisite for setting up the outlet and commencing the operations, etc.

The space rental, CAM Charges (As applicable), GST and other charges viz. electricity etc. shall be charged for the additional gestation period over and above the gestation period, as stipulated in the tender document/NIT.

The Commercial Department is to convey all the approvals / sanctions to the concerned licensees.

No gestation time shall be permitted in case of the renewal / award of the contract in favour of the existing licensee at THE SAME SPACE. However, where there is change in the scope of work or due to suspension of the business to carry out modification etc. in the contract premises, time upto 60 days may be permitted

7. **VALIDITY OF TENDER:** The tenders will remain valid for a period of 180 days from the date of opening of e-technical bid.
8. The tenderer (s) shall give the list of his near relatives* employed in CHIAL.
9. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives* of CHIAL employees.

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

10. TENDERER HAS TO COMPLETE THE FOLLOWING FORMALITIES:

- i. Acceptance of award as per terms and conditions of NIT / Tender Documents within 10 days from the date of issue of the letter of intent / award.
- ii. Payment of advance license fee including applicable taxes (monthly / annual etc. as the case may be) within 30 days from the date of the letter of intent / award.
- iii. Payment of security deposits towards licence fee (including CAM charges and taxes) as per tender conditions (Rs. -----) in the form cash equivalents / BG (the ratio of Cash/Cash equivalents and BG is already defined in para "Security Deposit) within 30 days from the date of issue of the letter of intent / award.
- iv. Payment of security deposits towards Electricity charges as per tender conditions (Rs. -----) in the form of cash/ Cash equivalents within 30 days from the date of the letter of intent / award.
- v. Blank Stamp Paper of specified denominations (Purchased at Punjab) shall be submitted by the successful tenderer to CHIAL immediately so as to ensure the execution within 30 days from the date of issue of letter of intent / award.
- vi. Subject to the completion of formalities within the above specified time, the space is to be handed over to the successful tenderer within 30 days from the date of letter of intent / award.

11. SECURITY DEPOSIT:

a. Security deposit for licence fee:-

Equivalent to 06(Six) months licence fee + Space rental (If applicable) + CAM Charges(as applicable) + GST applicable during the first year of licence/ concession shall be deposited by the licensee.

i.	Equivalent License Fee Per month	= Rs. -----
ii.	Equivalent Space rentals (SR) per month (if applicable)	= Rs. -----
iii.	CAM Charges as applicable	= Rs. -----
iv.	Total of License Fee + Space rentals + CAM Charges (i + ii+iii)	= Rs. -----
v.	18% on (LFee + Space rentals+ CAM Charges) (18% on iv)	= Rs. -----
vi.	Total Monthly Charges(LF+SR+ CAM+GST) (I + ii+ iii +v)	= Rs. -----
vii.	Total SD equal to 06 Months Charges (06 x vi)	= Rs -----

****The Security Deposit shall be based upon quoted license fees.***

Security deposit towards license fees may be accepted in the following mode: -

- i. At least 60% of SD in the form of cash and cash equivalents only (i.e. through RTGS/NEFT only)
- ii. Remaining 40% of SD may be in the form of BG.

a. Security Deposit for Electricity: – Licence have to deposit security deposit equal to 10% of annual contract value for the first year subject to maximum deposit of Rs. 5 lakhs. The security deposit towards electricity shall only be accepted in the form of Cash/Cash equivalents. (i.e. Bank Guarantee is not permitted)

b. The security deposit (Towards electricity) stated above is as per prevalent policy and may be revised time to time by CHIAL and shall be applicable

Notes :-

- i. Bank Guarantee Shall mean Bank Guarantee issued from Nationalized/Scheduled commercial Banks as per the format. No Bank Guarantee shall be acceptable from Cooperative Banks (even scheduled)/Societies/Payment Banks or by means of FDR. Bank charges shall be borne by the agency.
- ii. The bank guarantee shall be issued from a bank within a radius of 250 Kms from the Chandigarh airport, Mohali side.
- iii. Bank guarantee should be routed by Applicant's Bank to CHIAL Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS), who in turn will advise CHIAL of the same.
- iv. On the SD deposited in the form of DD/PO/RTGS/NEFT, no interest shall be payable.
- v. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to CHIAL Beneficiary Bank details

must be furnished with the BG.

- vi. Dues of a license/concession can be adjusted with SD of same/other license/concession of the same party after giving proper intimation to the party.
- vii. Upon completion of the license/concession period and award of new license/concession, SD is to be refunded after it is ascertained that no dues are payable by the licensee/concessionaire. In any case no interest shall be payable on SD amount.
- viii. If the license/concessions terminated/surrendered and the new concession/license has not been awarded, SD will be refunded only after the concessionaire/licensee has cleared all the dues; vacated and handed over the possession of the premises/facility to CHIAL in the original condition as it was given at the time of handing over. If under any circumstances he fails to do so, he shall be liable to pay to CHIAL, the deemed justifiable amount ascertained by CHIAL otherwise the amount to the extent of damage shall be adjusted from the security deposit.
- ix. If the license/concessions terminated and the matter of dues is in arbitration proceedings, then the SD in the form of DD/PO/RTGS/NEFT available with CHIAL will not be refunded. If the SD is in the form of BG then it should be en-cashed before the instrument lapses, if the party is not willing to get the BG renewed. The proceeds of the instrument are to be credited to CHIAL's account and shown as SD available in the books of account till the same is adjusted or refunded.
 - a. The bank guarantee shall be valid for a period of 6 months from the date of expiry of contract.
 - b. No interest shall be payable by CHIAL on SD
 - c. Security deposit in favour of "**Chandigarh International Airport Limited**" payable at **Chandigarh** is to be deposited within 30 (thirty) days from the date of issue of award letter.

The Security deposit shall be accepted only in the form of RTGS/NEFT /Bank guarantee from Scheduled/ Nationalized Bank. Bank guarantee from Cooperative Bank shall not be accepted. Bank Guarantee shall be provided within the prescribed format as per Tender.

12. DEBARRING:

If a party after the award letter is issued, does not complete the formalities for acceptance or does not commence the operation of the facility on the commencement date or does not sign the agreement within the prescribed date or other compliances not being done, then the contract is liable to be terminated by CHIAL, EMD received shall be liable to be forfeited and the bidder may also be debarred for further participation in CHIAL's tender(s) / e-tender(s) for a period of up to 03 (**Three**) years.

If any contract is terminated due to any illegal activity, which is punishable under any of the Laws of the Land, then the party shall be debarred till the case is cleared by the concerned

legal authority/ court of law. In case any penalty or fine is imposed by the concerned authority, then the party shall be debarred till he obtains a clearance from the concerned authority.

If at any stage, CHIAL finds that the party had submitted any false / wrong information or there is any concealment of information / document affecting eligibility criteria of the facility in such case, SD and / or EMD shall be forfeited and party is liable to be debarred for up to 03 (**Three**) years for participation in CHIAL tenders. Apart from this, other legal measures, as deemed appropriate, may be initiated by CHIAL as per contractual framework. The related party to the debarred entity shall also not be considered eligible for tender of CHIAL during the said 03 years' time period.

13. EXIT CLAUSE, ARBITRATION AND JURISDICTION:

Every commercial contract signed between CHIAL and the contractor or tenderer or concessionaire shall incorporate the following exit/ termination clause in the contract.

TERMINATION:

The contract awarded to the tenderer or concessionaire may be terminated in any of the following circumstances:

- i. If arrears of payments to be made in terms of this agreement remaining outstanding for a period of 90 (Ninety) days or more.
- ii. If Tenderer or concessionaire is unable to pay its debts in terms of the Companies Act, 2013, or otherwise becomes insolvent.
- iii. If there occurs any material breach of the terms and conditions of the contract.
- iv. In case of withdrawal of permission, clearance, license etc. by the regulatory authority.
- v. Termination due to mutual convenience.
- vi. That any termination of the contract for any of the reasons mentioned in a(i) to a(iii) above may be effective after CHIAL notifies its intention to terminate the contract on any of these grounds, as per the discretion of CHIAL.
- vii. That any termination of the contract for any of the reasons mentioned in a(iv) shall be effective with immediate effect and the security deposit of the tenderer, contractor or concessionaire shall stand forfeited.
- viii. The contract may be terminated by either party due to mutual convenience as provided in clause a(v) above by giving a notice of two months from either side or such shorter notice as may be prescribed in the terms of contract.
- ix. Any such notice may be served at the address mentioned in the tender document both for CHIAL and for tenderer or concessionaire.

- x. All rights and liabilities of either party earned or incurred up to the date of termination shall survive, notwithstanding the termination of the contract.

The security deposits, arrears of royalty, electricity, water charges or any other dues shall be settled within 30 days after the termination is given effect

If the concession/licence has been terminated within 50% of the licence period other party has not served the requisite notice of 60 days for surrender of licence/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee + Space rentals + CAM + GST shall be forfeited as demurrage charges, as per the details below:

SNo.	If termination of concession/license occurs	Security deposit equivalent to current license fee + Space rentals + CAM + GST to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1- 3 years	For contract period of less than 1 year
(i)	Before 50% of contract period	6	4	2
(ii)	Between 50% to 75%	4	3	2
(iii)	Between 75% to 100%	2	2	1

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

PENALTY IN CASE OF UNAUTHROISED OCCUPATION:

In case the contractor or the tenderer or the concessionaire continues to occupy the space or the premises after the termination of the contract, such contractor or the tenderer or the concessionaire shall be liable to pay Exponential penalty on such unauthorized occupation at the rate of double the normal fees applicable towards liquidated damages.

ARBITRATION CLAUSE:

All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decisions whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under, which are now enforced or which may hereafter come into force are applicable), then the case shall be referred to the sole arbitrator of a person to be appointed by the Chairman / CEO of the CHIAL. The award of the Arbitrator so appointed shall be final and binding on both the parties. The Arbitration and conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process shall cease to be operative. It shall be no bar if the arbitrator appointed as aforesaid is or has been an employee of the CHIAL and the appointment of the arbitrator shall not be challenged by the contractor. The seat of arbitration shall be in the Airport Vicinity or the CHIAL office as per the discretion of the Arbitrator.

- 14.** The CHIAL reserves to itself the right to change the location of the premise/site at any time and may its discretion, call upon the licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such case, the licensee shall be bound to vacate the premises immediately and accept the said alternative premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

- 15.** All above guidelines will form part and parcel of the Notice Inviting e-Tender (NIT).

Guidelines to Bidders- Special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal

1. E-Tendering Participation Requirements:

Interested vendors willing to participate through e-tendering process are required to register themselves on the portal <https://etenders.gov.in> following the process given below:

- The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
- The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- More information useful for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in/eprocure/app> .

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents and keep it as a repository.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

CPPP under GePNIC, Help Desk Services

- For any technical related queries, please call the Helpdesk. The 24 x 7 Help Desk Number is 0120- 4200462, 0120-4001002
 - 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. Tel: 0120-4200462, 0120-4001002. Mobile: 91 8826246593 E-Mail: support-eproc@nic.in
 - For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
 - For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: cPPP-doe@nic.in.
- a. In order to facilitate the Vendors / Bidders as well as internal users Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://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”.
 - c. 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. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of Chandigarh International Airport Limited.

E-Tendering Portal, (Help Desk Services)

1. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-1900 hours for the e-tender portal <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday) between 0800-1900 hours and shall assist users on technical issues related to the use of the e-tender portal.

2. Before submitting queries, bidders are requested to follow the instruction given in “**Guidelines to Bidders**” and get their computer system configured according to the recommended settings as specified in the portal at “**FAQ's & System Settings**”.

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

Sl.No	Support Persons	Escalatio n Matrix	E-mail address	Contact Numbers	Timings*
1.	Help Desk Team	Instant support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Mr. Sanjeev Kumar Jr.Exe.(IT)	After 4 Hours of Issue	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)
3.	Bid manager	After 12 hours	chialcommercial@gmail.com	0172-2242004	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
5.	Commercial In- charge	After3 days	chialcommercial@gmail.com	0172-2242004	0930-1800 Hrs. (MON-FRI)

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

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

LICENSE AGREEMENT (Draft)

Subject: License to operate Retail outlet at Chandigarh International Airport for a period of five (05) years.

This agreement made this _____ day of _____ between the Chandigarh International Airport Limited (CHIAL) , a company incorporated under Companies Act, 1956 represented by The chairman (CHIAL), hereinafter called the Authority (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Directors , CEO, CFO, 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 _____ S/o _____ Resident of _____, of the other part, hereinafter called the 'Licensee' (which term shall unless exclude by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Licensee).

WHEREAS the CHIAL is entitled in law to grant License at its Chandigarh International Airport for providing **License to operate Retail outlet at Chandigarh International Airport for a period of 05 (five) years** so as to provide amenities and facilities to the passengers and visitors at airports and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to the premises.

WHEREAS the Licensee is desirous to render the services to the CHIAL on the terms and conditions mentioned hereunder:

AND WHEREAS the CHIAL is agreeable to grant the license;

NOW, THEREFORE, this indenture witnesseth:

1. That the License for the said facility shall be valid for the period of **for a period of 05 (five)years** period unless terminated earlier on account of following:-
 - (a) By giving 60 (sixty)days' notice in writing from either side without assigning any reason.
 - (b) Termination by CHIAL on a short notice of 30 (Thirty) days on account of unsatisfactory performance.
2. License Fee: - That in consideration, the licensee shall pay the CHIAL every month in advance by way of License fee + Space rentals (if applicable) + CAM (Common Area Maintenance) + GST (Goods and Service Tax) on or before 10th day of English calendar month as under:

Sl. No.	Period	Amount of Monthly Licence fee + Space Rental (if applicable) + CAM+GST
i.	-----	-----
ii.	-----	-----
iii.	-----	-----
iv.	-----	-----
v.	-----	-----

(Note:- CAM (Common area Maintenance) charges can be revised by CHIAL on time to time basis. The licensee shall pay CAM charges @ 10% of space rent. The current space rental at CHIAL is Rs. 3221/- Per SQM per month, which is subject to annual escalation every financial year. The next escalation on space rentals is due on 01/04/2023.)

- 3. ELECTRICITY CHARGES & WATER CHARGES:** That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by CHIAL 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). In default of payment of said charges, CHIAL may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
- 4. OTHER CHARGES:** That the licensee shall pay all the rates, assessments, outgoing and other taxes as leviable on the Licensee in 'Laws'.
- 5.** That the licensee shall make payment of License fee etc. by RTGS drawn in favor of Chandigarh International Airport Limited, payable at Chandigarh. No outstation cheque shall be accepted in payment of license fee etc.
- 6.** License Fee, CAM Charges, Electricity Charges, other applicable charges if any shall be paid to CHIAL by 10th of each calendar month. In the event of failure to pay the License fee etc., simple interest @ 18% per annum be payable on all delayed payments without prejudice to the CHIAL's other rights and remedies. In case the bill is not raised by CHIAL or not received by the Licensee shall not be the reason for delaying the monthly license fee + CAM Charges+ Goods and Service Tax.
- 7.** The soft of copy of all the invoice(s) shall be sent to the licensee on the registered email only. Hard copy of the invoice shall be made available on a payment of Rs. 100/- per invoice.
- 8.** In case the licensee found to be frequent defaulter in making timely payment of dues of CHIAL, and fails to recoup the security deposits and make the payment of outstanding dues towards license fee, CAM charges, electricity charges or any other charges livable under this license and interest on such delayed payments, if any, up to the date of determination of the contract by CHIAL/licensee, CHIAL shall have the right to debar such licensee from participating in future Tenders in CHIAL for a period of three Years. Further the delayed payments will also attract levy of interest as applicable, in the terms of agreement.

9. SECURITY DEPOSIT-

a. Security deposit for licence fee:-

Equivalent to 06 (Six) months licence fee + Space rental (if applicable) + CAM Charges(as applicable) + GST applicable during the first year of licence/ concession shall be deposited by the licensee.

i.	Equivalent License Fee Per month	= Rs. -----
ii.	Equivalent Space rentals (SR) per month (if applicable)	= Rs. -----
iii.	CAM Charges as applicable	= Rs. -----
iv.	Total of License Fee + Space rentals + CAM Charges (i + ii+iii)	= Rs. -----
v.	18% on (LFee + Space rentals+ CAM Charges) (18% on iv)	= Rs. -----
vi.	Total Monthly Charges(LF+SR+ CAM+GST) (I + ii+ iii +v)	= Rs. -----
vii.	Total SD equal to 06 Months Charges (06 x vi)	= Rs -----

Security deposit towards license fees may be accepted in the following mode: -

- i. At least 60% of SD in the form of cash and cash equivalents only (i.e. through RTGS/NEFT only)
- ii. Remaining 40% of SD may be in the form of BG.

b. Security Deposit for Electricity

Licence have to deposit security deposit equal to 10% of annual contract value for the first year subject to maximum deposit of Rs. 5 lakhs. The security deposit towards electricity shall only be accepted in the form of Cash/Cash equivalents. (i.e. Bank Guarantee is not permitted)

The security deposit (Towards electricity) stated above is as per prevalent policy and may be revised time to time by CHIAL and shall be applicable

Notes :-

- i. Bank Guarantee Shall mean Bank Guarantee issued from Nationalized/Scheduled commercial Banks as per the format. No Bank Guarantee shall be acceptable from Cooperative Banks (even scheduled)/Societies/Payment Banks or by means of FDR. Bank charges shall be borne by the agency.
- ii. Bank guarantee should be routed by Applicant's Bank to CHIAL Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS), who in turn will advise CHIAL of the same.
- iii. On the SD deposited in the form of RTGS/NEFT, no interest shall be payable.
- iv. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to CHIAL Beneficiary Bank details

must be furnished with the BG.

- v. Dues of a license/concession can be adjusted with SD of same/other license/concession of the same party after giving proper intimation to the party.
- vi. Upon completion of the license/concession period and award of new license/concession, SD is to be refunded after it is ascertained that no dues are payable by the licensee/concessionaire. In any case no interest shall be payable on SD amount.
- vii. If the license/concessions terminated/surrendered and the new concession/license has not been awarded, SD will be refunded only after the concessionaire/licensee has cleared all the dues; vacated and handed over the possession of the premises/facility to CHIAL in the original condition as it was given at the time of handing over. If under any circumstances he fails to do so, he shall be liable to pay to CHIAL, the deemed justifiable amount ascertained by CHIAL otherwise the amount to the extent of damage shall be adjusted from the security deposit.
- viii. If the license/concessions terminated and the matter of dues is in arbitration proceedings, then the SD in the form of RTGS/NEFT available with CHIAL will not be refunded. If the SD is in the form of BG then it should be en-cashed before the instrument lapses, if the party is not willing to get the BG renewed. The proceeds of the instrument are to be credited to CHIAL's account and shown as SD available in the books of account till the same is adjusted or refunded.
- ix. In the event of the licensee committing any breach in the terms and conditions of the License agreement, the CHIAL may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by CHIAL 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 termination of the License, the CHIAL shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to the licensee without any interest.
- x. Licensee shall fix the Electricity Meter issued by CHIAL and pay the meter charges to CHIAL as decided by CHIAL. The entire cost for purchase of meter/wiring/installations etc. shall be borne by the licensee. The rates for electricity charges as per CHIAL, Commercial Policy and subject to revision from time to times.
- xi. That the licensee shall equip himself with all necessary permits, License and such other permissions as may be required under the law in force at any time regard to the operation of the subject License.
- xii. That the licensee shall maintain such regular and proper account books along with other supporting documents regarding sale affected by the licensee in the premises and accounts/documents shall all the times be kept open for inspection by CHIAL in such manner as may be prescribed. The licensee shall provide to the CHIAL, if so required by

the CHIAL, statements of audited accounts in such manner and within such period as the CHIAL may prescribe. Licensee shall be liable to share invoicing details live with CHIAL. Licensee shall adopt the common billing module of CHIAL as and when it is implemented.

- xiii. The licensee shall have no claim for exclusivity and CHIAL shall be at liberty to permit/provide other similar facilities at other area in the Terminal Building, as may be necessitated by demand or as may be desired by the CHIAL in its sole discretion.
- xiv. The licensee shall not be entitled to any reduction or rebate in the contracted license fee in the event of any strike or lock-out either in the Airport or any one or more airlines reducing/suspending/cancelling their flights or for temporary closure of airport due to any restriction imposed by customs or Security for any reason whatsoever which may affect the business of the licensee adversely, for any reason whatsoever. However, rebate in the License fee due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per merit of the case and policy laid down by CHIAL from time to time.
- xv. 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 CHIAL shall not be liable for any loss suffered any the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to CHIAL or permission for the sale of additional items.
- xvi. In case of any dispute giving rise to litigation BETWEEN THE Licensee and the third party that may result into any financial liabilities, the licensee shall be solely responsible for the same and in case any loss is caused to CHIAL for any reason, whatsoever, including the litigation expenses if any, the same shall be borne by the licensee and the licensee shall be liable to indemnify CHIAL for such losses, expenses, cost including but not limited to costs incurred in recovering any such losses etc.
- xvii. In case of any modification/renovation of the Terminal Building, the Licensee shall be bound to vacate the premises immediately and accept any alternate premises offered by CHIAL. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
- xviii. The Licensee shall comply with all the statutory Laws such as payments of minimum wages, payment of bonus, PF, ESI and other labour legislations as may be applicable from time to time and shall also ensure compliance with contract labour.
- xix. That CHIAL shall provide bare space for the subject services 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 operations of the services shall be provided by the CHIAL.
- xx. All the times during the currency of the Licence Agreement, it shall be the responsibility

of 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. CHIAL shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. The licensee shall take all necessary safeguard to prevent fire, as per norms of the fire department, regulators and the direction of CHIAL, in this regard.

- xxi. That licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the CHIAL. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
- xxii. That the CHIAL reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the licensee to vacate the site and give him alternate premises for the purpose of this License. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the License fee on that score.
- xxiii. The licensee shall use the premises for the bonafide purpose as provided in the Award Letter/Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and officers of the CHIAL and the staff of various Airlines using the Airport and for no other purpose.
- xxiv. The licensee shall not erect or display any advertisement, hoardings, banners or signboards (other than the name of facility/agency) or undertake any modifications/ construction plan at the allotted space without specific prior approval in writing of the CEO (CHIAL). Advertisement Rights on the allotted space are reserved with CHIAL.
- xxv. 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 CHIAL under this agreement shall be deemed to have been served if delivered at or sent by registered post to the CHIAL.
 - (i) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
- xxvi. Subject as herein before otherwise provided, all notices to be given on behalf of the CHIAL may be given or taken on behalf of the CHIAL by the CEO (CHIAL) or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the CEO (CHIAL), in respect of the airport under his charge.

10. CONDITIONS FOR DEBARRING:

- a) If a party after the award letter is issued, does not complete the formalities for acceptance or does not commence the operation of the facility on the commencement date or does not sign the agreement within the prescribed date or other compliances not being done, then the contract is liable to be terminated by CHIAL, EMD received shall be liable to be forfeited and the bidder may also be debarred for further participation in CHIAL's tender(s) / e-tender(s) for a period of up to **03 (Three) years.**
- b) If any contract is terminated due to any illegal activity, which is punishable under any of the Laws of the Land, then the party shall be debarred till the case is cleared by the concerned legal authority/ court of law. In case any penalty or fine is imposed by the concerned authority, then the party shall be debarred till he obtains a clearance from the concerned authority.
- c) If at any stage, CHIAL finds that the party had submitted any false / wrong information or there is any concealment of information / document affecting eligibility criteria of the facility in such case, SD and / or EMD shall be forfeited and party is liable to be debarred for up to **03 (Three) years** for participation in CHIAL tenders. Apart from this, other legal measures, as deemed appropriate, may be initiated by CHIAL as per contractual framework. The related party to the debarred entity shall also not be considered eligible for tender of CHIAL during the said 03 years' time period.

11. EXIT CLAUSE, ARBITRATION AND JURISDICTION:

Every commercial contract signed between CHIAL and the contractor or tenderer or concessionaire shall incorporate the following exit/ termination clause in the contract.

(a) EXIT

The contract awarded to the tenderer or concessionaire may be terminated in any of the following circumstances:

- i. If arrears of payments to be made in terms of this agreement remaining outstanding for a period of 90 (Ninety)days or more.
- ii. If Tenderer or concessionaire is unable to pay its debts in terms of the Companies Act, 2013, or otherwise becomes insolvent.
- iii. If there occurs any material breach of the terms and conditions of the contract.
- iv. In case of withdrawal of permission, clearance, license etc by the regulatory authority.
- v. Termination due to mutual convenience
- vi. That any termination of the contract for any of the reasons mentioned in a(i) to a(iii) above may be effective after CHIAL notifies its intention to terminate the contract on any of these grounds, as per the discretion of CHIAL.
- vii. That any termination of the contract for any of the reasons mentioned in a(iv) shall be effective with immediate effect and the security deposit of the tenderer, contractor or concessionaire shall stand forfeited.

- viii. The contract may be terminated by either party due to mutual convenience as provided in clause (v) above by giving a notice of two months from either side or such shorter notice as may be prescribed in the terms of contract.
- ix. Any such notice may be served at the address mentioned in the tender document both for CHIAL and for tenderer or concessionaire.
- x. All rights and liabilities of either party earned or incurred up to the date of termination shall survive, notwithstanding the termination of the contract.
- xi. The security deposits, arrears of royalty, electricity, water charges or any other dues shall be settled within 30 days after the termination is given effect.

If the concession/licence has been terminated within 50% of the licence period other party has not served the requisite notice of 60 days for surrender of licence/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee + CAM + GST shall be forfeited as demurrage charges, as per the details below:

SNo.	If termination of concession/license occurs	Security deposit equivalent to current license fee to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1- 3 years	For contract period of less than 1 year
(i)	Before 50% of contract period	6	4	2
(ii)	Between 50% to 75%	4	3	2
(iii)	Between 75% to 100%	2	2	1

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

The License can be terminated by the CHIAL by giving 30 (Thirty) days' notice in writing assigning any reason thereto or on a short notice on account of unsatisfactory performance.

PENALTY IN CASE OF UNAUTHROSIED OCCUPATION

In case the contractor or the tenderer or the concessionaire continues to occupy the space or the premises after the termination of the contract, such contractor or the tenderer or the concessionaire shall be liable to pay Exponential penalty on such unauthorized occupation at the rate of double the normal fees applicable towards liquidated damages.

(b) ARBITRATION CLAUSE:

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

Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under, which are now enforced or which may hereafter come into force are applicable), then the case shall be referred to the sole arbitrator of a person to be appointed by the Chairman / CEO of the CHIAL. The award of the Arbitrator so appointed shall be final and binding on both the parties. The Arbitration and conciliation Act 1996 shall be applicable. It shall be no bar if the arbitrator appointed as aforesaid is or has been an employee of the CHIAL and the appointment of the arbitrator shall not be challenged by the contractor. The seat of arbitration shall be in the Airport Vicinity or the CHIAL office as per the discretion of the Arbitrator.

Jurisdiction for accepting or challenging the arbitration award shall rest in the courts of Mohali, Punjab.

- 12.** If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise, then it will deemed to be closed from the date of such enactment. No compensation shall be payable by CHIAL.
- 13.** On expiry of the License period or on termination of the license by the CHIAL 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's and installations, if any, provided by CHIAL. Further, Licensee shall remove his/their goods and material from the premises immediately, failing which CHIAL reserves rights to remove such good/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made by the Licensee, then CHIAL reserves the right to recover the cost by public auction of goods/materials of the Licensee. The Licensee shall not be entitled to raise any objection in such an event.
- 14.** In the event of any default, failure, negligence or breach in the opinion of the CHIAL on the part of the licensee in complying with all or any of the conditions of the Licence agreement, the CHIAL will be entitled and be at liberty to determine the Licence forthwith and resume possession of the premises without payment of any compensation or damage and also forfeit in full or in part the amount deposited by the licensee for the performance of Agreement.
- 15.** The provision of Public Premises (Eviction of Unauthorised Occupants) Act 1971 and the rules framed hereunder which are now in force or which may hereafter come into force shall be applicable for all matter provided in the said Act.

16. The Licensee shall comply with all the terms and conditions and rules & regulations of CHIAL, BCAS, CISF and any other regulatory agencies as may be prescribed from time to time with respect of Airports Security, Operations etc.
17. CHIAL shall have right to demand and inspect the accounts of the Licensee and Licensee shall furnish to the Authority such information and books as may be demanded by the CHIAL from time to time for the purpose of determining throughout charges.
18. **LIQUIDATED DAMAGES:** The liquidated damages will be imposed on violation of terms and conditions of agreement as per the list given below:

Sr.No.	Description of irregularities	Penalty
1.	Un-clean premises and improper housekeeping	Rs. 500 per violation per day up to 07 days and Rs. 1000/- per day thereafter.
2.	Non-issue of Receipt/Bill if mandatory	Rs. 500 per violation per day up to 07 days and Rs. 1000/- per day thereafter.
3.	Sale of additional items other than permitted as per award conditions if mandatory	Rs. 1000/- per violation.
4.	Misbehaviour by staff	Rs. 1000/- per violation
5.	Over charging	10% of monthly licence fee for each violation.

Note: In addition to the recovery of Liquidated damages as prescribed above, CHIAL shall have right to initiate such other action as may be available under any law, rules, regulations or in terms of the agreement or otherwise.

19. All the terms and conditions stipulated in the award letter/RFP/tender document shall be part & parcel of the License agreement.
20. The CHIAL and the licensee further agree that they are bound by the General Terms and Conditions, Special Terms and Conditions, annexed with the Tender Documents and the Award Letter issued.
21. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of court shall be Mohali, Punjab.

Signed by _____ (The CEO), CHIAL, MOHALI for on behalf of the CHIAL, in the presence of

Witness:

1.

2.

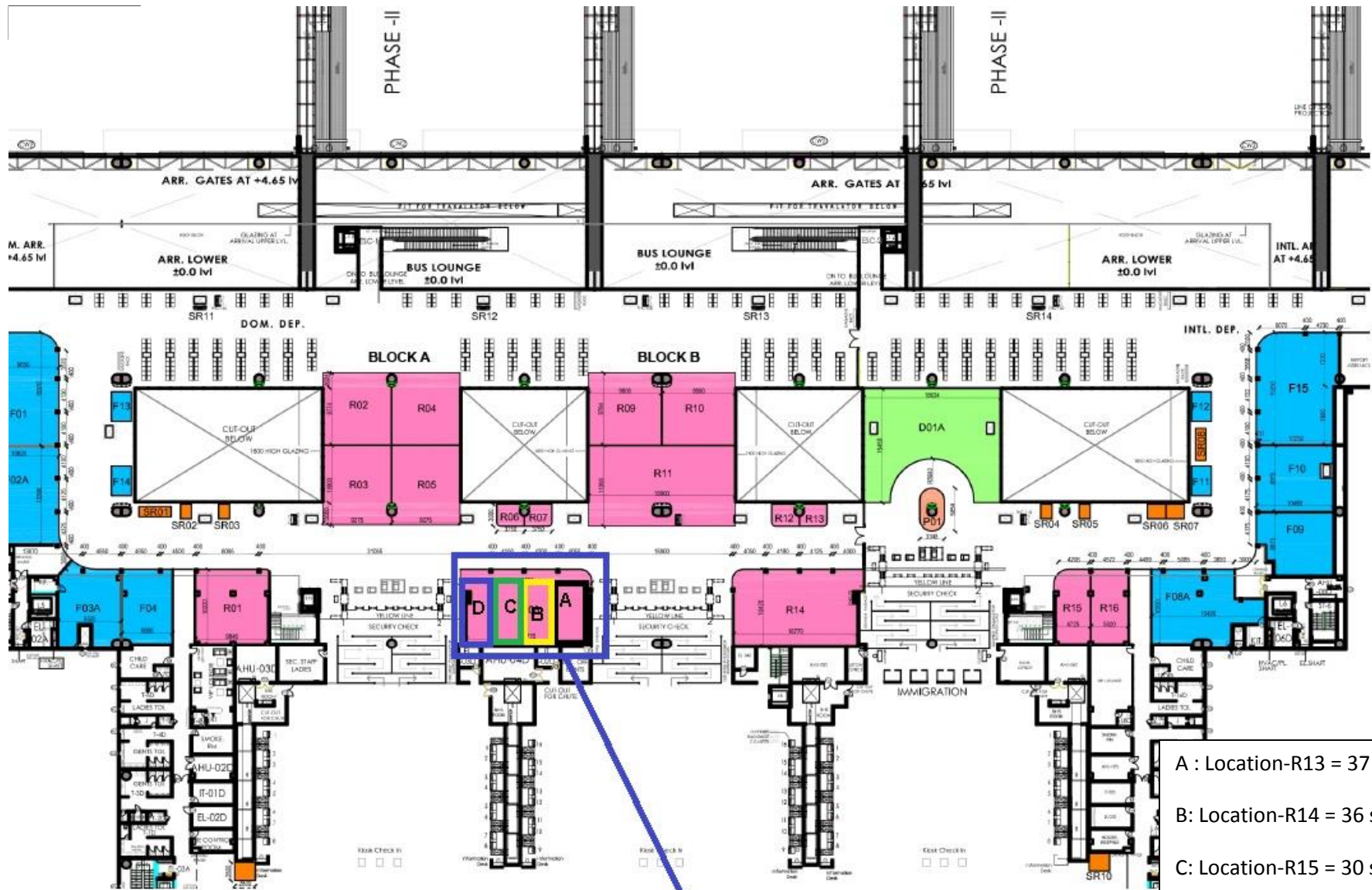
Signed by _____ for and on behalf of _____
_____ in the presence of

Witness

Schedule of Location/Premises and site plans

<i>Name of Licence</i>	<i>Location</i>	<i>Area in sqm</i>
E- Tender for Operating Retail Outlet (Non- exclusive) at Chandigarh International Airport Ltd.	R 16, Domestic SHA	28 sqm

Location :- Domestic SHA



- A : Location-R13 = 37 sqm
- B: Location-R14 = 36 sqm
- C: Location-R15 = 30 sqm
- D: Location-R16= 28 sqm

Location R-08
 A, B, C, D
 Please refer tender document (schedule of premises)

GENERAL TERMS & CONDITIONS

The CHIAL hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said Airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
2. The charges for issuance of PIC (Photo Identity Card) etc. if any shall be borne by the Licensee.
3. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the CHIAL or any person claiming under the CHIAL who should invariably acknowledge the notice.
4. The Licensee shall not, unless with the written consent of the CHIAL, create a sub-contract of any description with regard to this license or any part thereof, nor shall be without such written consent as an aforesaid, assign or transfer his license or any part thereof.
5. The Licensee shall use the premises only for the purpose indicated in the 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 CHIAL, 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 CHIAL from/against any claims made or damages suffered by the CHIAL 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 CHIAL shall not be responsible in any way for loss or damage by any means causes to the Licensee's stock or property.
8. Land/space area as mentioned in the award letter is subject to actual measurements, located at sites. The location is subject to change as per availability of space and operational requirements.

9. HANDING OVER OF SITE/PREMISES/FACILITY:

- i. Handing over / taking over report to be signed by the Licensee at the time of taking the possession of the site.
 - ii. The built up space (construction made by CHIAL) shall be measured on the basis of carpet area while bare space handed over to the party on which the party is to construct the infrastructure shall be measured on the basis of plinth area.
 - iii. The shops signage as per specifications / dimensions approved by CHIAL shall be provided / affixed by tenderer within the limit of area handed over.
 - iv. In case where bare space has been handed over to the party and the licensee has constructed the infrastructure / carried out fabrication, the entire constructed area shall be jointly measured on the basis of plinth area and increase in area found, if any, may be billed as per tender conditions / regularized.
 - v. All fit-outs shall be conforming to CHIAL's fit-out Manual / Plans in vogue.
10. The Licensee shall be required to obtain prior clearance/approval for drawings before carrying out fabrication/development work in the allotted premises.
11. It is the responsibility of the Licensee for proper maintenance, up-keep and security of their premises.
12. The Licensee shall be permitted to use the allotted premises for the subject purpose only.
13. The Licensee shall keep the premises in a clean and tidy condition and arrange treatments for fly proof and cockroach menace.
14. The Licensee shall employ suitably educated, trained and well-groomed persons with pleasing personality and communication skills. They will display utmost courtesy towards the customers/passengers. The employee engaged by the Licensee shall be unblemished character and antecedents. The Licensee shall provide proper uniform to all his employees and it should be neat and clean.
15. The Licensee shall follow the standard operating procedures for imparting efficient and quality services as per the international norms in this regard.
16. **STANDARD HEALTH CLAUSE:**

The Licensee shall comply with the requirements of all standard health clauses including those given below:

- i. The Airport Health Officer/Medical Officer of CHIAL 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.
 - ii. All the instructions given by the Airport Health Officer/Medical Health Officer of CHIAL 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,
 - iii. The Licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health officer may medically inspect the said person or any person who is suspected to have been in contract with the person and take any precautionary and preventive measures considered necessary.
 - iv. 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 order of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - v. The Licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or insanitary prejudicial to public health.
 - vi. In the event of any default, failure, negligence or breach in the opinion of the CHIAL, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause(i) to (v), the CHIAL will be entitled and be at liberty to determine the Licensee forthwith and resume a possession of the premises without payments of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.
17. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the CHIAL in writing with the name, age, residence and specimen signature or thumb impression of all employee/servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the CHIAL 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 CHIAL and shall conform to such directions as may be issued by the CHIAL in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all persons employed by him verified by the police to the satisfaction of the CHIAL, before the employment.
18. **FIRE CLAUSE:**
 - i. Licensee would be required to install Two 09 ltrs. Capacity water type extinguishers and minimum one 4.5Kg, CO2 fire extinguisher or as may be determined by Fire Officer or any other authorized officer of CHIAL, depending

- upon the area of the licensed premises at his own cost before commencement of business.
- ii. No wooden partition/inflammable materials shall be permitted in the licensed premises. The material to be used for partition/fabrication of the shop/office premises be as per the specification given by CHIAL and to be got approved by CHIAL in advance.
 - iii. Licence shall not use a naked light or cause or permit any such light to be used in the licensed premises.
 - iv. 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.
 - v. The licensee shall get their electrical circuit tested, at least, once in a year and any defect noticed should be rectified immediately. Licensee shall submit the test report issued by electrical Supervisory Licence holder or engineer to CHIAL.
 - vi. Electrical cable should not be laid on the false ceiling, or on the partition wall. Cable, where required, should be laid on metal cable trays.
 - vii. Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
 - viii. Main switch board, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
 - ix. Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of CHIAL
 - x. Combustible material should not be stored under/close to the electric switch board/distribution board /meters and approach to electrical board should be kept clear.
 - xi. If in the allotted space, no false ceiling is provided by CHIAL; in such a case false ceiling will not be fabricated/created by the Licensee without prior specific approval from CHIAL.
 - xii. Internal partition/any modifications are not permitted unless written permission is obtained from CHIAL.
 - xiii. Storing of any type of material above the false ceiling is prohibited.
 - xiv. The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.
 - xv. Allottee shall not store combustible material more than seven days' use in the offices situated in terminal buildings.
 - xvi. Battery operated emergency light shall be placed in shops.
 - xvii. Telephone Numbers of fire control room shall be displayed.
 - xviii. NOC shall be obtained by the allottee from city fire service for carrying out any modification.
 - xix. Storing of liquid fuel of any type is strictly prohibited.
19. 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 CHIAL 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.

20. 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 of license.
21. The Licensee will during the continuance of this license insure against any claim for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the CHIAL shall approve of and shall produce for inspection on demand by the CHIAL all policies in respect thereof and the receipts from time to time for current premium.
22. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the CHIAL this Agreement need not be terminated, the CHIAL may at its discretion recover compensation from the licensee up to the limit of the security deposit of the licensee. The decision of the CHIAL in this respect will be final and binding on the Licensee.
23. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
24. 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 CHIAL 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 books journals or articles from premises, if, as decided by the CHIAL it is objectionable in any manner to keep exhibit or sell the same.
25. The Licensee shall maintain a complaint book in a prominent place in the premises and 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 anytime by the CEO(CHIAL)or representative appointed by CEO CHIAL.
26. The Licensee shall deposit duplicate keys of the premises with the CHIAL whenever the CEO 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 door or change the locking device on the said outer door of the shop.
27. The CHIAL do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation /bargaining will be entertained.

28. The License herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/buildings(s) /land/garden/tank/premises to or in favor of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
29. The CHIAL, its servants/representatives shall at all times have the absolute right of entry into the said premises.
30. If required, the successful licensee shall be required to submit Security Programme (as per Format A & A-1 available on BCAS website www.bcasindia.nic.in and www.bcasindia.gov.in) to the RDCOS office for issuance of Security Clearance / approval. The successful licensee shall also submit AVSEC Quality Control Programme (including any other requisites from BCAS during the currency of license) to the respective RDCOS Office for further necessary action. The licensee shall be allowed to operate the RETAIL OUTLET in Security Hold Area only after BCAS clearance / approval is obtained.

SIGNATURE OF BIDDER/LICENSEE

SPECIAL TERMS AND CONDITIONS

1. The list of Categories that the concessionaire can bring under this tender are as follows:
 - Watches/ Jewellery
 - Electronics products
 - Personal Care products/Cosmetics/fragrances
 - Sunglasses/Eyewear
 - Destination merchandise
 - Bags/Leather Goods/Footwear/Leather Accessories
 - Mens/Women/Kids Apparel & Fashion wear
 - Books/News Magazine/Music/Movies or Souvenirs
 - Gifting Items/Toys
 - Writing Stationary and Instruments
 - Ungrounded(Whole) spices
 - Pharmacy(Nonprescription/Prescription Drugs)
2. The Concessionaire agrees and acknowledges that the prices (exclusive of taxes) charged by the Concessionaire for the Retail Items sold at their Retail Outlet shall be in compliance with Applicable Law. However, the Concessionaire is free to sell Retail at prices lower than the prices at which the same product is sold at such comparable airports/down town malls.
3. The Concessionaire shall indicate prominently the net selling prices and applicable GST/Taxes of all items for sale in the Retail Outlets for perusal by customers and shall not impose a minimum spending requirement on any customer.
4. The Concessionaire agrees to operate the Retail Outlets efficiently to meet the demands of Airport Users at all times.
5. The Concessionaire shall intimate the Authority, the prices of all Retail Items proposed to be sold in the Retail Outlet, before offering them for sale.
6. The Concessionaire hereby acknowledges and agrees that it shall obtain all requisite operating Permits from competent authorities at the Concessionaire's own cost and shall prior to the commencement of operations of the Retail Outlets apply, pay for and comply with the conditions of all Permits or Approvals and shall submit copies of all such Permits to the Authority.
7. The Concessionaire has also, prior to commencement of operations of the Retail Outlets, obtain the relevant permissions, No objection certificate(s) (NoCs) and shall, if required, also satisfy such other conditions/clearances required for operating the Retail Outlets and shall submit copies of the same to the Authority.

8. The Concessionaire/ Licensee shall maintain and keep in force all requisite Approvals and comply with all Applicable Laws and statutory rules and guidelines laid down by competent authorities, including without limitation, any rules and regulations framed under Shops and Establishments Act, Factories Act, Industrial Disputes Act, Minimum Wages Act, etc. as may be applicable to the Concessionaire and any operational guidelines laid down by the Authority from time to time.
9. The Concessionaire shall comply in all respects at his own cost with the provisions of all statutes and bye-laws and regulations made there under and all rules and requirements made or prescribed by any competent authority relating to public hygiene including but not limited to housekeeping, maintenance and cleanliness. In the event of any complaint, the Concessionaire shall take such necessary and immediate action as may be required to satisfy the complaint.
10. The concessionaire shall wise and improve the variety of Retail items sold in the Location when the items offered for sale in the location are in the opinion of the Authority inadequate and /or of poor quality and must include such items as the authority may specify in writing to the concessionaire if in the opinion of the Authority such items are in demand.
11. The concessionaire shall not offer or engage in any other business/ retails category at the location.
12. The Concessionaire shall at all times ensure that items offered from the Retail outlets meet quality, service standards and hygiene as per Good Industry practices and at all times comply with the same.
13. The Concessionaire shall accept major credit cards, debit cards, e-wallet, e-payments (e.g. BHIM, UPI etc.) as a means of payment and not add any surcharge to the price nor impose a minimum spending requirement when credit cards are offered as a means of payment. All sales and transactions shall be accompanied by issue of sales receipts to customers.
14. All sales in relation to Retail Items and any other items as maybe sold at the Retail Outlets shall be in a currency as prescribed by Central Board of Excise & Customs, Ministry of Finance, GoI or such competent authority.
15. The Concessionaire shall employ adequately qualified and trained staff/personnel and in such numbers as is required to achieve optimum service levels, who shall represent the Concessionaire on a full-time basis and be available during business hours to ensure the smooth and efficient operation of the Concession at the Airport.
16. The concessionaire shall ensure at all times that its employees/ personnel shall comply with the guidelines as regards the access to the location as may be laid down by the Authority from time to time.

17. The Concessionaire agrees to submit such other documents/details as required by the Authority and/or BCAS or any other Governmental Authority for the purpose of facilitating the process of obtaining the security clearance.
18. The concessionaire shall permit the Authority or any of its authorized agent at all reasonable times to enter upon the location for the purpose of viewing the condition of the location.
19. The concessionaire shall not sell, exhibit or display any goods or services of any description other than the Retail items. The Concessionaire shall not use, display or distribute any publicity material including pamphlets, brochures, leaflets, price lists etc not directly related to the concession and the decision of the Authority in this regard shall be final and binding on the Concessionaire.
20. The Concessionaire shall not store, stock, exhibit or sell any item which are repugnant to the public order, decency or morality. The Concessionaire shall not permit or suffer the location or any part thereof to be used or occupied as a place for lodging, storage, dwelling or sleeping, auction, gambling or any unlawful purpose or any other purpose not in consonance with the purposes for which the concession is granted.
21. The Concessionaire shall not place any furniture or objects/ partitions that may obstruct access to electrical distribution boards, ventilation ducts and rooms and fire hydrants/ fire extinguishers.
22. The Concessionaire shall not tamper with any part of the walls, beams, columns, ceiling and floor, electrical installations etc. except for carrying out needful hardware installation at approved locations without consultation of the relevant officers of Authority.
23. The Concessionaire shall not install or suffer to be installed in the Retail Outlet Installation any electrical lamp, equipment or appliance which is likely to overload the electrical wiring or cabling of the Airport or to cause radio interference.
24. The Concessionaire shall not engage itself, its employees or agents or through any other person in any form of touting or disparagement of the goods/services of other concessionaires of the Authority.
25. The Concessionaire shall not leave any waste materials or other refuse in or near the space/premises at all times and which waste materials or other refuse shall be removed with extreme care and shall be disposed off in accordance with the Authority's directions immediately at such places as may be designated by the Authority and not any other places within the Airport.
26. The Concessionaire shall at all times comply with all BCAS guidelines as may be applicable to its operations at the Airport. The Concessionaire acknowledges that in case of any of the location falls under the security hold area of the airport then it shall comply with the BCAS guidelines that classify certain items such as weapons, explosives,

steel or metallic knife etc. as prohibited items which no person is allowed to carry to the security hold area.

27. The concessionaire shall not store at any time explosives, petroleum, spirit or other highly inflammable substance and noxious or object able smokes, fumes, gases, vapors or odors at the Location(s)
28. The Concessionaire shall not enter into a collective association with other Concessionaires of the Authority, for any purpose whatsoever, and the Authority shall not be bound to recognize such association.
29. The Concessionaire will hold the Authority harmless from actions by suppliers and will permit no liens whatsoever to be placed against the property of the Authority as a result of the failure of the Concessionaire, his agents, Contractors, and/or sub-contractors to make all payments required of them in this connection.
30. All the above guidelines will form part of the agreement.

Non-compliance of the above terms & conditions will be construed as ***“Un-satisfactory Performance & Violation of terms & conditions of Tender Document” and shall be dealt as per NIT/Agreement/LOIA.***

Signature of Licensee

FORM OF BANK GUARANTEE

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

WHEREAS vide a License Agreement dated _____ entered between CHANDIGARH INTERNATIONAL AIRPORT LIMITED, the Licensor (hereinafter referred to as "the AUTHORITY" or "you" or "your") 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) against the payment of License Fee, Royalty and other charges towards the due performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises set forth herein and the at the request of the Licensee we, [*name of the bank*] having our branch office at [*address of the bank*] hereinafter called the "**Bank**" or "us" or "we", do, hereby irrevocably and unconditionally undertake to pay to you, the Authority, without reference to the Licensee, an amount not exceeding Rs. [*amount in figures*] (Rupees) without demur or protest, at any time or from time to time, on receipt of written demand from the Authority stating that the amount claimed is on account of the License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and/or due by way of losses and/or damages caused to or suffered or 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 or by reason of the Licensee's failure to perform its obligations under the License Agreement and the Authority shall be sole judge for this demand: Any such demand made on the Bank on or before [*date*] shall be conclusive as regards the loss or damage and the quantum of amount due and payable under this Guarantee, PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD.....) or extended for the amount increased from time to time.
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 the Authority or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of the Bank _____ or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by the Authority.
7. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of , any present or future charges, fees, commissions, deductions whatsoever and by whom ever imposed.
8. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Licensee shall have no claim against us for making such payment.

NOTWITHSTANDING anything contained herein:

- I. Our liability under this Guarantee shall be limited to a sum of [*amount in figures*] (Rupees [*amount in words*] -----) during the currency of the License Agreement and 06 months thereafter.
- II. This Guarantee shall be valid up to [*date*] ----- and you, the Authority have the right to encash this Guarantee up to 180 days from the aforesaid date.
- III. We are liable to pay the guarantee amount or any part thereof under this Guarantee only and if you serve upon as a written claim or demand on or before _____.

For _____ Bank
 _____ Branch
 SENIOR MANAGER

Dated:

Place:

Witnesses:

Name, Signature & Address:

Electronic Point of sale (EPOS)

- (a) The EPOS services shall be on as and when required basis and CHIAL may introduce the same at a later date for the services provided by the licensee.
- (b) The services shall be taken through authorized service provider of CHIAL only. The rate per POS per month is Rs. 1475 + GST.
- (c) The Concessionaire shall abide by such rules and regulations as may be determined by CHIAL from time to time regarding the interface of CHIAL's host system and the Licensee's EPOS terminals.
- (d) The Concessionaire shall permit CHIAL's authorized officers to inspect the EPOS terminals at the locations at any time.
- (e) CHIAL may appoint a third party engineer to audit the Licensee's EPOS terminals, from time to time. The licensee shall keep the audit rolls of Concessionaire's EPOS terminals and upon request by CHIAL submit to CHIAL such audit rolls.
- (f) The Concessionaire shall obtain the approval of CHIAL for any relocation of the EPOS terminals at the Location and to bear the cost of such relocation.
- (g) The Concessionaire shall ensure that POS terminals as used by Licensee shall fulfill CHIAL's passenger data requirements and such further requirements as may be ascertained by CHIAL from time to time. The cost of EPOS would be borne by the licensee.
- (h) The Concessionaire shall allow all sales data and information at each of the EPOS terminals to be transmitted to CHIAL host system in a hard copy on a daily basis for audit purpose.
- (i) CHIAL shall appoint a third party engineer to Audit the infrastructure and audit the rolls of the Concessionaire's EPOS terminals from time to time. CHIAL has the right to take action on those licensees doing direct billing without entering the data into the EPOS system (issuing manual receipt without a genuine cause).
- (j) CHIAL to ensure the EPOS Software that has been supplied has the capability of addressing the following business scenario.
 - (i) Single POS
 - (ii) Master Slave System (one machine would act as a master machine for conciliating the data of the sale).
 - (iii) Client Server based system
- (k) The Concessionaire shall not share the data available within the EPOS with any third party except as required under any applicable laws.
- (l) In case of any dispute on the uptime of the machines the data from the manageability solution by CHIAL shall be relied upon.
- (m) The Concessionaire shall submit a monthly MIS to CHIAL for return of goods. The licensee agrees that it shall not be allowed to receive any goods, any manual upload of stocks or goods returned or any manual entry of stocks depletion during the time any technical / power/ manual failure / planned downtime is subsisting.
- (n) The Concessionaire further agrees that cost of all consumables such as the cost of UPS batteries printer heads, supplies, stationery and consumables shall be borne by the

licensee.

- (o) The concessionaire shall allow dedicated net- connectivity to EPOS solution system of CHIAL.
- (p) Monthly EPOS charges are to be borne by the concessionaire for which the monthly bills shall be raised by CHIAL.
- (q) The installation of EPOS shall be mandatory from the date as prescribed by CHIAL.

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We..... (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (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 application for tender including submission of our Bid for the Concession to / Licence for -----proposed CHIAL including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-Applications and other conferences and providing information / responses to the CHIAL, representing us in all matters before the CHIAL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the CHIAL in all matters in connection with or relating to or arising out of our Bid for the said Concession and / or upon award thereof to us and / or till the entering into of the Concession Agreement with the CHIAL.

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 THISDAY OF 2.....For.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarized)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

- *For a Power of Attorney executed and issued overseas, the document shall also have to be **Apostilled** / 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 Applicants from countries that have signed the Hague Legalisation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas CHIAL has invited applications from interested parties for the Concession to / Licence for -----at CHIAL, Punjab India (the “Project”).Whereas, -----, -----and -----(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Concession in accordance with the terms and conditions of the Tender Documents and other connected documents in respect of the Concession, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Concession and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, -----having our registered office at -----, M / s.----- having our registered office at -----, and M / s.----- having our registered office at -----, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M / s ----- having its registered office at -----, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to do or to sub-delegate to any of its officers, agents or representatives the power to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession / contract, during the execution of the Concession and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Bid for the Concession, including but not limited to signing and submission of all applications, bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Concession and / or upon award thereof till the Concession Agreement is entered into with the Authority.

AND we, the consortium, hereby 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 or its sub delegate 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 / Consortium in person.IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF----- For -----

(Signature)

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney may 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 shall be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant shall 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document shall 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 Applicants from countries that have signed the Hague Legalisation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

[A declaration in the form of an Affidavit to the effect that he does not fall under the categories shall be furnished on a non-judicial stamp paper of Rs. 100/- or above.

DECLARATION

I

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

I/We do not fall under any of the following categories:

- a) A party having more than one month current outstanding dues i.e. dues up to the month just preceding the month during which quotation has been published.
- b) No Dues Certificate issued by CHIAL to this effect or declaration (in case there is / was no contract with CHIAL / Chandigarh Airport under AAI) is submitted.
- c) De-barred / black listed by CHIAL or CBI or AAI or Undertakings / Departments like; Railways, Defence, or any other Department of Govt. of India, State Government. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- d) Parties facing action under The Public Premises (Eviction of Unauthorized Occupants) Act, 1971 or any other act applicable in this regard from time to time. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- e) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of CHIAL and has not paid such dues to CHIAL. The associated firms / subsidiaries of such defaulting party shall also not be eligible for consideration of quotation. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- f) A party who fails to deposit the requisite SECURITY DEPOSIT for the disputed amount referred to arbitrator in any matter between CHIAL and tenderer.
- g) Any proprietorship entity, firm or private limited company whose proprietor / partner / director is the proprietor / partner / director of another proprietorship entity / firm / private limited company which have revenue contract with CHIAL and have outstanding dues other than current dues and disputed dues stayed by court or arbitrator.

(In case reply to any of the above is "Yes", please furnish full details.)

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

Date: Signature with Seal

I/We are having/had the following contracts at Chandigarh International Airport Limited:

Chandigarh International Airport Limited					
Sr. No.	Facility/ Contract	Contract Period	Details of Security Deposit	Dues (if any) disputed/ Undisputed	Details of No dues certificate issued by CHIAL (if applicable)

(In case of no contracts at Chandigarh International Airport Limited - indicate nil.)

Declaration of contracts held at AAI run Airports in India

I/We _____ are having/had the following contracts at AAI run Airports in India.

NOTE: IN CASE OF NO CONTRACTS AT AAI, PLEASE FURNISH NIL REPORT

UNCONDITIONAL ACCEPTANCE LETTER

To,

The CEO,
Chandigarh International Airport Limited,
Mohali

Sir,

ACCEPTANCE OF CHIAL's TENDER CONDITIONS

The Tender documents for the **License to operate Retail outlet at Chandigarh International Airport** Mohali has been sold to me/us by Chandigarh International Airport Limited, Mohali and I/we hereby certify that I/we have inspected the site 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/clause contained therein.

I/we hereby unconditionally accept the tender conditions of CHIAL's tender documents in its entirety for the above facility.

The contents of Clause of Notice Inviting e-Tenders of the tender Documents have been noted wherein it is clarified that CHIAL reserves the rights to reject the conditional tenders without assigning any reason thereto.

I/we declare that I/we have not paid and will not pay any bribe to any officer of CHIAL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of CHIAL asks for bribe/gratification, I will immediately report it to the appropriate Authority in CHIAL.

The required earnest money deposit for this facility is enclosed herewith.

Yours Faithfully

(Signature of the BIDDER)
With rubber-stamp

On official letter head

To,

The CEO,
Chandigarh International Airport Limited,
Mohali

Sir,

Sub: Intimation of retail category

The Tender documents for the **License to operate Retail outlet at Chandigarh International Airport** Mohali has been sold to me/us by Chandigarh International Airport Limited, Mohali and I/we hereby certify that I/we have inspected the site 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/clause contained therein.

I/we hereby submit our bid for the following retail category:-

Category : _____

Yours Faithfully

(Signature of the BIDDER)
With rubber-stamp

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013}and having its registered office at (Here-in-after referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013}and having its registered office at (Here-in-after referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013and having its registered office at (Here-in-after referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHERE AS,

- (A) THE CHIAL, established under the Indian Company Act, 1956 represented by its Chairman and having its principal offices at ----- (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications"**) by its Tender Documents No. dated.....(the **"TD"**) for selection of bidder(s) for Concession to / Licence for ----- at -----, Mohali, India (the **"Concession"**).
- (B) The Parties are interested in jointly bidding for the Concession as members of a Consortium and in accordance with the terms and conditions of the Tender document and other Bid documents in respect of the Concession, and
- (C) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Technical Document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **"Consortium"**) for the purposes of jointly participating in the Bidding Process for the Concession.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and / or through any other consortium constituted for this Concession, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Concession, it shall incorporate a Special Purpose Vehicle (the “SPV”) under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Concession.

4. Role of the Parties

The applicant / all the members in the case of consortium undertake to perform all the roles and responsibilities required to be fulfilled for the concession. The role and responsibility of the other members of the consortium to be clearly specified.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Concession and in accordance with the terms of the Technical Document and the Concession Agreement, till such time as the Commercial operations of the Concession is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
First Party:
Second Party:
Third Party:
- 6.2 The Parties undertake that a minimum of 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the expiry of the term of Concession, continue to be held by the Lead Member.
- 6.3 The Parties undertake that, subject to the provisions of Clause 6.2 above, they shall collectively hold 100% (one hundred per cent) of the subscribed and paid up equity share capital of the SPV **at all times until the third anniversary (i.e. completion of three years of contract) of the Date of commencement of the contract**
- 6.4 The Parties undertake that, subject to provisions of Clauses 6.2 and 6.3, the SPV shall, at all times till the expiry of the term of Concession, be in compliance of the applicable regulations governing foreign investment.
- 6.5 The Parties undertake that they shall **comply with all equity lock-in requirements set forth in the Concession Agreement.**

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents / Memorandum and Articles of Association and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and shall not, to the best of its knowledge:
- (i) require any consent or approval;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the Memorandum and Articles of Association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create alien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Concession Term of the Concession is achieved under and in accordance with the Concession Agreement or is otherwise terminated, in case the Concession is awarded to the Consortium. However, in case the Consortium is either not qualified for the Concession or does not get selected for award of the Concession, the Agreement shall stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER

by: SECOND PART
(Signature) (Signature)
(Name) (Name)
(Designation) (Designation)
(Address) (Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

THIRD PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement shall 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 shall be under common seal affixed in accordance with the required procedure.
1. Each Joint Bidding Agreement shall attach a copy of the extract of the charter documents and documents such as Memorandum and Articles of Association / resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
2. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

For Successful Bidder only

On Letter Head

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

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

Sub: My/Our bank Guarantee No.dated.....for
Rs.....issued in favour of **CHIAL** A/c No.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security Deposit on account of contract awarded/to be awarded by M/s Chandigarh International Airport Limited to me/us.

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

Signature of the Depositor

Place:

Date:

Check List of E-Sahaj Application for Security Clearance

S. No	Particulars	Status (Page No. should be Hyperlinked in e-file)
1	Name of Entities as per Certificate of Incorporation printed as header of every page draft Security programme.	
2	Draft Security Programme forwarded by Airport Operator	
3	Recommendation of concerned RD	
4	Draft Security Programme as per concerned AVSEC order Training duly signed by CSO on each page.	
5	Security Clearance issued by BCAS HQ	
6	Certification of Incorporation of Entities /Company	
7	Memorandum & Article of Association	
8	Details of board of Directors including emails, contract nos. & correspondence address.	
9	Letter of Designation of CSO, with his specimen signature certified by Entities/Company.	
10	Detail of CSO including e-mails, contact nos. & correspondence address	
11	Agreement with Airport Operator	
12	Security clearness of Infrastructure /design of installation	As per Applicability
13	Agreement with BCAS approved entities	
14	Relevant AVSEC Orders/Circulars	

Check List of E-Sahaj Application for Security Clearance		
S.No.	Name of Documents	Availability
1	E-Sahaj Application in specific format as per MOCA web site.	
2	ID Proof of Board of Directors (Bods) for Indian- PAN Card, for Foreigner-Passport	
3	Address Proof of Board of Directors Bods for Indian- Aadhar/DL/Passport, Voter ID, for foreigner- Passport/Visa/OCI/DL/National ID Card, Resident Card.	
4	Self-Declaration as per E-Sahaj-Application	
5	Company/LLP/Firm/Sole proprietor profile	
6	Certificate of incorporation/Registration of the Company/LP/Firm/Sole proprietor. (as applicable)	
7	Memorandum of Association & Article of Association/Deed of partnership/Proprietorship Certificate (as applicable)	
8	Form DIR-12/32(cession/Appointment) if Change of Bods as per Article of Association.	
9	Valid Contract/Agreement letter (LOA/LOI/PO/WO/Tender order etc.) (as applicable)	
10	Forwarding/Recommendation letter from Airport operator.	
11	Separate Sheet for 100% shareholding details/pattern (if 100% details not mentioned in E-Sahaj application form)	
12	Previous security Clearance approval letter of BCAS (in case of Renewal, Name Change of Company/LLP/Firm, change of BODS/Key personnel and change of shareholding details)	
13	Joint venture Approval letter (if there is any Foreign Collaboration of the applicant)	
<p>Note: - i) E-Sahaj Application data should match with the documents uploaded in support. ii) Uploaded documents should be valid and legible.</p>		

RTGS/NEFT DETAILS
OF
CHANDIGARH INTERNATIONAL AIRPORTS LIMITED

1	BANK NAME	HDFC BANK Limited
2	ACCOUNT NO.	50200045008946 CHANDIGARH INTERNATIONAL AIRPORT LIMITED
3	IFSC CODE	HDFC0000450
4	BRANCH NAME	HDFC Bank Ltd, SCO-382, Sec-37, Chandigarh
5	SWIFT CODE:	

RTGS/NEFT DETAILS

OF

The bidder for refund of EMD

1	BANK NAME	
2	ACCOUNT NO.	
3	IFSC CODE	
4	BRANCH NAME	

Please enclose a copy of cancelled cheque also

List of tenders awarded for retail outlets at SHA, CHIAL

Sr. no.	Name of the retail outlet	Category of retails	Location
1.	DA Milano	Leather products etc.	Domestic Security hold area
2.	Platinum communication	Electronic products	
3.	Parcom	Personal care, Confectionary/ sweets, Apparel	
4.	Rare planet	Gifting items, toys	
5.	Grace marketing	Confectionary/ sweets/ candies etc	
6.	Rozeus Airport Retail Limited.	Confectionary/sweets/candies etc.	

To be placed as cover page to technical bid

Sr. No.	Document	Submitted or not	If submitted Enclosed at page no.
1.	Tender cost and EMD details	Yes/No	
2.	Documentary Proof in support of experience along with self declaration/undertaking as per eligibility/ selection criteria in NIT.	Yes/No	
3.	Profit & Loss Accounts and Balance Sheet / Annual Report (2017-18 or 2018-19 or 2019-20 or 2020-21 or 2021-22) for relevant period for which experience has been claimed	Yes/No	
4.	CA certificate for Turnover from similar business for relevant period for which experience has been claimed.(showing bifurcation of revenue)	Yes/No	
5.	FORM NO. AOC-4, MGT-7 Or any other form(s) applicable for the completed financial year (2017-18 or 2018-19 or 2019-20 or 2020-21 or 2021-22)	Yes/No	
6.	Copy of MOA & AOA	Yes/No	
7.	Copy of ITR for the completed Financial year i.e. 2017-18 or 2018-19 or 2019-20 or 2020-21 or 2021-22)	Yes/No	
8.	Monthly GST Return (GSTR 3B) -any one return filed during 2019-2020 or 2020-21 or 2021-22	Yes/No	
9.	Annexure 'A' – on Rs. 100/- or above non-judicial stamp paper	Yes/No	
10.	Annexure 'B' (affidavit/ Declaration on Rs. 100/- or above non-judicial stamp paper)	Yes/No	
11.	Annexure 'C' - on Official letter head	Yes/No	
12.	Annexure 'D' - on Official letter head	Yes/No	
13.	Annexure 'E' - on Official letter head	Yes/No	
14.	Annexure 'F' – Intimation of retail category	Yes/No	
15.	Annexure 'G' –Joint Bidding Agreement	Yes/No	
16.	Annexure 'H' – Letter of successful Bidder	Yes/No	
17.	Annexure 'I' – List of Security Clearance	Yes/No	
18.	Annexure 'J' RTGS Details of bidder	Yes/No	
19.	Annexure 'K' List of retail Outlets	Yes/No	
20.	PAN Card & GST certificate (if applicable)	Yes/No	
21.	An Indicative Check List	Yes/No	

Total nos. of pages in technical bid : _____