



AIRPORTS AUTHORITY OF INDIA
Pune Airport

Request for Proposal (RFP)

For

**ADVERTISING RIGHTS CONCESSION TO DESIGN,
DEVELOP, OPERATE, AND MARKET, THE
ADVERTISING OPPORTUNITY AT Pune AIRPORT
(E-BID NO. 2023_AAI_151966_1)**

18.04.2023

E-Tendering guidelines to the bidders

- 1) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel : 0120-4001002, 0120-4001005, 0120-6277787
E-Mail : support-eproc@nic.in

- 2) For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail : cphp-doe@nic.in

- 3) For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in> . The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).
- b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

- 4) In case of any technical issues faced, the escalation matrix is as mentioned below:

S. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
5.	Sh. P. Muthu Kumar, JGM (Commercial)/ Bid Manager	After 12 Hrs.	comml.pune@aai.aero	020-26680026	0930-1800 Hrs. (MON-FRI)

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

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

Salient points about the CPP Portal

- 1) The bidders should enroll in <https://etenders.gov.in> to carry out the procurement activities.
 - (a) Bidders have to enroll themselves to the portal by following the bidder's guide for enrollment to the portal.
- 2) Entry will be through two factor login i.e. User id & password followed by the login through DSC.
- 3) Portal allows multi- cover tenders, Limited Tender, Offline payment (Tender fees, EMD) and online bid submission and other important clauses as necessary.
- 4) 2-BOT: First cover (Fees, Pre-Qualification, Technical bid), second cover is Financial bid.
- 5) Last date/time of sale of tender and last date/time of submission of tender are same by default.
- 6) Only first-cover and financial -bid cover opening dates can be published. System generated e-mail/SMS shall be sent to bidders only at the time of first-cover opening and financial-bid opening. However, accept/reject message to bidders at various stages goes by SMS/E-mail. Bidder is informed by mail/SMS about the result after every level of evaluation.
- 7) The date for receiving clarifications can be extended by giving corrigendum only if the submission start date and time is not crossed/over.
- 8) The bidders can see the recommendations after every stage under "tender status" bringing in transparency in the procurement process.
- 9) Bidders can resubmit the bid any number of times. Bidder can also withdraw the bid.
- 10) Award of the contract can be viewed under "Results of the tender" in the site.
- 11) BOQ Template selection should be properly done as per the tender requirement. BOQ Template can be selected on the basis of following points:
 - (a) Item Rate BOQ Template
 - (i) This BOQ may be used, where department is carrying out overall value based Evaluation as well as bind the vendor to quote each and every item.
 - (ii) From contractor/ bidder side, this BOQ receives only Bidder Name and Basic/ Unit rate ("Inclusive of all Taxes" or "Exclusive of all Taxes") in M Column only. Formula has to be applied on BA Column. Price comparative statement shall be calculated based on BA Column.
 - (iii) Using this sheet, system generates comparative chart indicating H1, H2..., H (n) against each item as well as on overall value.
 - (b) Item Wise BOQ Template
 - (iv) Item wise BOQ may be used where department is carrying out Item Wise Evaluation.
 - (v) Always get Basic /Unit rate in M column only.
 - (vi) Always get Total Amount without Tax in BA Column only. i.e. Qty. X Basic Price.
 - (vii) Always get Total Amount with Tax in BB Column only.

(viii) Using this sheet, system gives comparative chart on L1 (With Tax and Without Tax both) based on item wise as well as overall value.

(c) The details regarding other BOQ Templates (i.e. Percentage BOQ, Item Wise BOQ open for L1/H1, Item Wise Form Based BOQ, BOQ Mixed Template, BOQ Multicurrency Template) is available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/>

- 12) Web-learning session on CPPP and the monthly calendar of web-learning session is available at <https://eprocure.gov.in/cppp/trainingdisp>
- 13) Utmost care needs to be taken while DSC mapping in CPPP. User's -id should be mapped with his/her own DSC. In case, somebody's DSC is mapped with some other user-id, it cannot be reverted back.
- 14) For any other queries refer to FAQ <https://etenders.gov.in/eprocure/app;jsessionid=8A3ED198A88B9B9373FF273CFBC8AE80.cppsugp1?page=FAQFrontEnd&service=page>
- 15) It is recommended to upload the drawings in .dwf format. Auto Cad DWF Viewer is an Open Source software available on <http://usa.autodesk.com/design-review>.
- 16) Revised Circular and guidelines on reverse/forward auction are available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/Reverse%20Auction%20Guidelines/>

CONTENTS

Sl. No.	Particulars	Page No.
1	Disclaimer	7-8
2	Definitions & Interpretations	9-17
3	Chapter-1 Introduction	18-22
4	Chapter-2 Instruction to bidders	23-40
5	Chapter-3 Evaluation of Proposals	41-43
6	Chapter-4 Award of Concession	44-46
7	Chapter-5 The concession & concessionaire	47-54
8	Chapter-6-Fraud and corrupt practices	55-56
9	Chapter-7 Miscellaneous	57
10	Index of submissions	58
	Form -I	59-61
	Form-I, Annexure-1-Details of Bidder	62
	Form-I, Annexure-2-Technical & Financial Capacity	63-64
	Form-I, Annexure-3-Certificate from Chartered Accountant	65
	Form-I, Annexure-4-Details of Outstanding Dues	66
	Form-I, Annexure-5-Outstanding Dues Certificate	67
	Form -II-Statement of Legal Capacity	68
	Form-III-Power of Attorney	69-70
	Form-IV-Power of Attorney for Consortium	71-73
	Form-V-Joint Bidding Agreement	74-78
	Form-VI-Format of Self Declaration	79-81
	Form-VII-Format of Integrity Pact	82-91
	Form-VIII-Checklist of Submission	92
11	Appendix-I- Format of Financial Proposal	93
12	Appendix-II- Traffic data	94
13	Appendix-III – Draft Concession Agreement	95-97
14	Article-1-Definition and Interpretation	98-100
15	Article-2-The Concession	101-103
16	Article-3-Obligation of the Concessionaire	104-106
17	Article-4-Obligation of Authority	107
18	Article-5-Representation & Warranties	108-110
19	Article-6-Disclaimer	111
20	Article-7-Security Deposit	112-113
21	Article-8-Assigned Advertisement Area	114-116
22	Article-9-Construction of Advertisement Structures	117
23	Article-10-Concession Fees	118-120
24	Article-11-Operation & Maintenance	121-125
25	Article-12-Safety Requirements	126
26	Article-13-Airport Health Requirement	127
27	Article-14-Payments to Authority	128-129

28	Article-15-Insurance	130-131
29	Article-16-Change in law	132-133
30	Article-17-Force Majeure	134-138
31	Article-18-Events of Default	139-140
32	Article-19-Termination	141-143
33	Article-20-Liability & Indemnity	144-147
34	Article-21-Rights & Title over the Advertisement Location	148
35	Article-22-Dispute Resolution	149-150
36	Article-23-Disclosures	151
37	Article-24-Redressal of Public Grievances	152
38	Article-25-Miscellaneous	153-159
39	Schedule-A- Location Layout Plan	160-166
40	Schedule-B- Integrity pact	167
41	Schedule-C- Draft SLA	168-170
42	Schedule- D- Handing over / Taking over	171
43	Schedule- E- damage of Infractions	172-173
44	Schedule- F – Format of BG	174-175
45	Schedule- G- Request Letter for BG Transmissions	176
46	Schedule-H- Policy of Operations and Maintenance practices	177
47	Appendix-IV- Disclosure of Development Projects	178
48	Appendix - V: Format of Consent Letter	179

DISCLAIMER

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

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

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

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

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

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

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

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

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

DEFINITIONS AND INTERPRETATIONS

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

“Access Date” shall mean the date on which the Concessionaire is handed over physical possession of the Advertisement location (after completion of the contractual formalities like acceptance of LOIA, submission of security deposit, signing of agreement etc.) within the incubation period. In case the agency fails to take over the advertisement sites within 60 days of LOIA, the 61st day from LOIA shall be deemed to be the access date.

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

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

“Advertisement” would mean display of advertisement material of any medium by the Concessionaire without any distinction of being illuminated or non-illuminated including advertisement by means of pictures, printed material, digital/laser and/or electronic medium, outdoor hoardings, product showcasing and any other form that are not objectionable or prohibited by Applicable Law subject to approval of AAI.

“Advertisement Display” would mean a specially fabricated display structure able to either carry a static/ moving/multiple imaging advertisement/ information/ corporate communication display with or without advertisement impact study accessories/ devices, held and fixed in a manner as per fixing/hoisting arrangement approved by AAI, and would also include “Product/Services Showcasing/Display” and would mean a specially fabricated structure or an earmarked area to be used for showcasing any type of products, vehicles, services with or without human interface at locations specifically approved in the “Location Layout Plan” by AAI.

“Advertisement Display Area” shall mean the Actual Advertisement Area [i.e. (Length X Breadth/Height) / (Circumference X Breadth/Height) or as the case may be irrespective of number of images displayed through a single advertisement structure excluding the mounting frames/facilities necessary for its hoisting/fixing/fabrication in-situ. However, in case where the advertisement is carried out by occupying the floor space (product display / promotional counters/ Welcome Desk/Reception Counter) the actual floor space occupied would be the unit of charge of Advertisement Area provided the height of the display is not exceeded by ten (10) feet.

“Advertising Rights Concession” would mean “Advertisement Rights” and cover All types of indoor and outdoor advertising/brand promotion media, such as Bill Boards, Gantries, Back Lit Static Displays, Stunners, Display Windows, Flag Posts, Traffic Signage’s, Digital/Laser Floor/Ceiling graphics, Product /Services Showcasing with or Without Human Interface, Vehicle & Refitted Vehicle/Real Estate Displays with or without Human Interface, Welcome/Reception desk , Multiple Imaging, Electronic & Digital Displays (e.g. Video Wall & Close Circuit Flight Information Television), LCD/LED TV Displays Time & Temperature Displays, Ball Balloons, ShoeShining Machines, Multi Screen Moving Displays, Conveyor Belt Advertisements, PillarWraps, Special Brand Promotion Drop Downs/ Banners/ Decorations on special events, Mobile/ Laptop Chargers/Sponsorship/ Advertising on Security Trays, Queue Managers, Planters and any future advertising innovations etc. In brief all direct and surrogate activities concerning brand promotion of any company/organization/ person or persons/ product/ service would encompass Advertising Rights”.

“Affiliate” means, in relation to any Bidder or Member, a person who controls, is controlled by, or is under the common control with such Bidder or Member. As used in this definition, the expression “control” means: (a) with respect to a company, corporation or limited liability partnership the ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, or (b) with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such Person.

“Airport” shall mean the entire Airport Estate located at **Pune Airport** and would include all its present and future terminal buildings, land, buildings, roads, car parks, equipment’s facilities and systems.

“Airport Branding Area” shall mean a specifically reserved advertisement area to be used for Authority Branding/ Social Messages/Information dissipation purposes. This Advertisement Area would be in addition and will not at any time exceed five percent (05%) of the Assigned Advertisement Area licensed to the concessionaire. The provision of these Advertisement Display structures however will be the responsibility of the Concessionaire at his cost in consultation and with approval of Authority. However, the costs related with exhibition of information on these displays would be borne by Authority. **(Refer Clause 5.2.5)**

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

“Alternative Location” shall mean the particular Advertisement location offered for relocating/substituting the original location as per the Location Layout Plan.

“Annual escalation of License fee” would be applicable as per **Clause 10.2.3**

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

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

"Assigned Advertisement Area" shall mean the composite Advertisement Area which has been approved to be used for Advertisement purposes as per Location Layout Plan.

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

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

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

"Bidder" shall mean a sole entity or a Consortium of entities, submitting a proposal pursuant to this RFP.

"Business Incubation Period" shall mean a period of sixty (60) days from the date of issuance of Letter of Intent to Award the Concession to the Selected Bidder. (Refer Clause 4.2.1). The selected bidder will be under obligation during this period to complete all formalities and meet other obligations as will be specified in the LOIA by Authority.

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

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

“Concession Agreement” **“Concession Agreement”** shall mean the agreement to be entered into between the Authority and the Selected Bidder (in case of consortium it will be **SPV**) as per the draft format set out in **Appendix-III** to this RFP.

“Concession Fee” Concession fee (License fee) would be applicable as per clause 10.2.1

“Concession Fee Commencement Date” shall mean the 61st day in respect of all tendered sites i.e. at the expiry of the Gestation Period of 60 days, reckoned from the Access date or a later date if notified by Authority. However, in the event of concessionaire commencing commercial exploitation of the advertisement locations as a sample marketing exercise, the concession fee shall be charged on Pro Rata basis.

For any sample marketing during the gestation period the licensee has to obtain prior approval from AAI in writing before such display at approved location.

Further during the gestation period if the licensee displays its own name, contact number, email, website etc. to make awareness towards being authorized advertisement agency at the airport as a self-marketing promotion such display during gestation period will not attract any concession fee.

However, this partial utilization of the Assigned Area during the Gestation Period as Sample Marketing would not shift or affect the formal Concession Fee Commencement date.

“Concession Fee Holiday Period” would mean a period whereby the Airport Operations are suspended for Security/Operational/Civil Unrest/ Natural Calamities or any other requirements. The “Concessionaire” defined herein would be entitled to proportionate rebate in the payment of concession fee.

“Concession Period” shall mean, a period of Seven (07) years commencing from the Concession Fee Commencement Date, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.

“Concessioned Premises” would mean the premises where the advertising displays as per location layout plan are installed /positioned.

“Concession Year” shall mean each successive twelve months’ period during the concession term.

“Concessionaire” shall mean the Selected Bidder, who executes the Advertisement Rights Concession Agreement with the Authority.

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

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

“Denial of Access to the Concessioned Premises” shall mean a situation whereby the concessionaire is continuously denied access to the concessional premises by Authority (Other than Security Requirements) on any grounds for more than **7 days** (AAI Working Days), the entire period of denial of access would be construed as denial to conduct the concessional business and qualify for proportionate rebate of Concession Fee.

However, such rebate would be permissible only if there is written document/communication by AAI towards such denial with reasons thereof.

“Displaced Location” shall mean an original location ordered to be relocated at an Alternate location by Authority to meet its requirements. In such an event the Concessionaire would be entitled to a notice period of one month (30 days) and a Resurrection period of Thirty (30) days as already defined herein after the date of communication of approval of Alternate Location.

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

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

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

“Gestation Period” means the period commencing on the “Access Date” and expiring on the 60th day thereof.

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

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

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

“Indoor Advertising Location” shall mean an advertising location which is situated inside of an operational passenger terminal.

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

“Joint Bidding Agreement” shall have the meaning ascribed to the term in Clause 2.2.5 .

“Lead Member” in respect of a Bidder where the Bidder is a Consortium, shall mean such entity, which is named and identified as such in the Proposal and as described in clause 2.2.5 (c).

“Letter of Intent to Award” or “LOIA” shall mean the written communication issued by Authority to the Selected Bidder intimating the acceptance of its Financial Proposal for award of the Advertisement Rights Concession in response to the RFP.

“Location Layout Plan” shall mean the detailed location plan of positioning of advertisement displays including avenues such as product/Vehicle/Real estate displays, Welcome/Reception desk etc. in the Airport.

“Media Plan” shall mean the detailed media plan of positioning of advertisement displays in the Airport, its size and associated arrangements as submitted by the concessionaire based on the Location layout plan of the RFP and approved by Authority.

“Media Plan Approval Protocol” shall mean the methodology and limitations for approving the “Media Plan” by Authority as per Location Lay out Plan of RFP. However, the Media Plan submitted by the Concessionaire may be ordered to be altered/modified/substituted to suit the AAI requirements. (Refer Clause 5.1.4).

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

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

“Nodal Office” would mean the Department of Commercial at airport of concession.

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

“Notice of Termination of Concession Agreement” – As per provisions of Article-19 (Termination)

“Occupancy Status Report” would mean a report on the status of the physical percentage of Assigned Advertisement area which could be commercially sold by the concessionaire in a quarter of a Concession year. The Concessionaire would be under an obligation to submit such report to Authority on a Quarterly basis.

“Original Location” would mean the Advertisement Location as physically handed over as per the first Location Layout Plan.

“Outdoor Advertisement Locations” shall mean an advertising location which is located outside the operational passenger terminal buildings.

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

“Passenger Data” shall mean the passenger data provided by Authority as per **Appendix-II** to this RFP.

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

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

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

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

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

“Resurrection Period” shall mean a period of **Thirty (30) days** from the date of communication of approval of an Alternate Location in respect of a Displaced or Withdrawn Location and would be a Concession Fee Holiday Period on Proportionate basis in respect of the affected locations only.

“Request for Proposals or RFP” shall have the meaning ascribed to the term in Clause 1.2.

“Sample Marketing” shall mean putting to use for display of Advertisement/Brand Promotion of some of the Advertisement Area out of the Assigned Advertisement Area as per Location Layout Plan by the Concessionaire during the Gestation period either to its prospective clients or for Self Branding as the case may be.

For any sample marketing during the gestation period the licensee has to obtain prior approval from AAI in writing before such display at approved location.

Further during the gestation period if the licensee displays its own name, contact number, email, website etc. to make awareness towards being authorized advertisement agency at the airport as a self-marketing promotion such display during gestation period will not attract any concession fee. However, this partial utilization of the Assigned Area during the Gestation

Period as Sample Marketing would not shift or affect the formal Concession Fee Commencement date.

In the event of concessionaire commencing commercial exploitation of the advertisement locations as a sample marketing exercise, the concession fee shall be charged on Pro Rata basis.

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

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

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

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

“Space Rent” shall mean, with respect to a Terminal, the amount so notified by the Authority as per the extant guidelines to this effect to be the rent payable by the Airport Users for use of the Service Area within / outside such Terminal.

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

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

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

“Threshold Eligibility Criteria” shall mean the minimum eligibility criteria as prescribed in Clause 2.2.2 hereof, to be satisfied by Bidder (in case of the Consortium, the Lead Member) and / or its Affiliates, to be eligible to be a Qualified Bidder in terms hereof.

“Unsatisfactory Performance” shall mean Events of Default under the license agreement as prescribed in Article-18 of Draft Concession agreement.

“Utility Charges” shall mean the charges for the usage of electricity, water, sewerage, data, voice communication and other analogous utilities at the Advertisement Area.

“Withdrawn Location” shall mean an original location as per the Location Layout plan of RFP which has been caused to be withdrawn by Authority and for which Authority is not able to offer an Alternate Location. Such a withdrawal must precede a one month (30 days) notice and on expiry of the notice would qualify for proportionate concession fee holiday.

“Year” means a period of 12 Months.

1. Interpretation

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

CHAPTER-ONE (01)

INTRODUCTION

1.1 General Information

1.1.1 The Airports Authority of India (the “Authority”) is engaged in the development, operation and maintenance of airport in India and as part of this endeavor, the Authority has undertaken the construction of Terminals air passenger traffic at Pune Airport, which is located in the State of Maharashtra. In order to maintain and upgrade the passenger facilities for the Airport Users, Authority intends to grant Advertisement Rights at the Pune Airport Estate including the passenger terminals and city side traffic circulation areas and approach roads by resorting to a competitive bidding process for selection of a Bidder to whom the Advertising Rights Concession may be awarded.

Multi-Level Car Park (MLCP) named as Aeromall and Foot Over Bridge connecting Airport to Aeromall is the exclusion from the scope of Pune Airport Estate.

1.1.2 Brief particulars of the Concession are as follows:

Name of the Concession	Term of Concession	Minimum Monthly Guarantee (MMG) (in INR)	Minimum Rate Per Passenger (in INR)	Type of concession
Concession to design, develop, operate and market the advertisement opportunity at Pune Airport	Seven (07) Years	Rs. 2,53,31,720/- (Rupees Two crores Fifty Three Lakhs Thirty One Thousand Seven Hundred & twenty Only)	Rs. 32.14/- (Rupees Thirty Two and paise Fourteen only)	“Minimum Monthly Guarantee (MMG)” or “Quoted rate per Passenger X Number of total passenger”, whichever is higher per month plus applicable GST/Taxes
Assigned area for Advertisement Concession: <i>Note: As detailed in the Location Layout Plan at Schedule-A</i>				7802.44 Sq fts.

Note: -

- i. Bidding will be done on “Minimum Rate per passenger”.
- ii. The RFP is invited with provision of “FORWARD AUCTION”. The participating bidders will get an opportunity to increase their bid price during Forward Auction. It allows the bidders multiple opportunities to offer a bid price. The H-1 bid shall emerge only after conclusion of Forward auction process. Forward

Auction will be conducted amongst technically qualified bidders after opening of Financial bids.

- iii. "Incremental price", in e-portal for Forward Auction process after opening of financial bid shall be Rs 0.10/- (10 paisa)
- iv. Highest quote / offer over and above "Minimum Rate Per Passenger", shall be the sole parameter for selection of highest bidder.
- v. Offers below "Minimum Rate Per Passenger", will not be considered for award.
- vi. Payable monthly License Fee:
 - a. For the first year: - 50% of "Minimum Monthly Guarantee (MMG)" or 50% of "Quoted rate per Passenger X Number of total passenger", whichever is higher per month plus applicable GST/Taxes.
 - b. Second year onwards: - "Minimum Monthly Guarantee (MMG)" or "Quoted rate per Passenger X Number of total passenger", whichever is higher per month plus applicable GST/Taxes.
- vii. Both, "MMG" and "Quoted Rate per passenger" shall be escalated @ 5% per annum as per the provisions set out in the RFP.
- viii. An Illustration i.r.o Monthly Licensee Fee payable has been provided as below for sole awareness purpose only:

Year	Payable monthly License Fee	Sample calculation
	Rate per passenger X Number of total passengers (Arriving + Departing) of the corresponding month OR MMG, whichever is higher	Say, Quoted Rate per passenger = Rs. 10/- a. MMG = Rs 1,00,000/- b. Number of total passengers of the corresponding month = 12,000
1 st Year	50% of quoted rate per passenger X number of total passengers (Arriving + Departing) of the corresponding month OR 50% of MMG, whichever is higher	Rs 5 X 12,000 = 60,000 OR Rs. 50,000/-, whichever is higher, implies that: - Payable monthly License Fee = Rs. 60,000/-
2 nd year	Rate per passenger with 5% increase in Quoted Rate per passenger X Number of total passengers (Arriving + Departing) of the corresponding month OR MMG with 5% increase on 1st year MMG, whichever is higher	Rs 10.5 X 12,000 = Rs. 1,26,000/- OR Rs. 1,05,000/-, whichever is higher, implies that: - Payable monthly License Fee = Rs. 1,26,000/-
3 rd Year onwards	Both "Rate per passenger" and "MMG" of the previous year to be annually escalated @5% each.	

1.2 RFP in Brief:

1.2.1 This RFP is being issued for the determination of the Selected Bidder, who shall

be granted the Concession as per the terms of the Concession Agreement.

- 1.2.2 This RFP sets out the requirements that must be satisfied by the Bidders in order to participate in the competitive Bidding Process and the selection process to determine the Selected Bidder to whom the Concession shall be granted.
- 1.2.3 The Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Selected Bidder, including the scope of the Concessionaire's rights and obligations.
- 1.2.4 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of rights and obligations of the Selected Bidder set forth in the Concession Agreement or Authority's rights to amend, alter, change, supplement or clarify the scope of the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.2.5 The Bidding Documents include the draft Concession Agreement and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.2.6 Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth herewith and other documents which may be provided by Authority as modifications, alterations, amendments and clarifications from time to time by (collectively called the "Bidding Documents"). All Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 (the "Proposal Due Date").
- 1.2.7 Authority, at its absolute discretion, reserves the right to modify any proposed terms and conditions set out in this RFP as deemed necessary by it, including but not limited to cancelling/ withdrawing the RFP, to meet its objectives and principles as set out in the RFP.
- 1.2.8 The successful bidder has to enter into Service level agreement (SLA), **as per Schedule-C**, with authority for mandatorily providing Mobile/Laptop Charges/Q Mangers/Security Tray etc. as per the requirement of **Pune Airport** and decided by the authority. In addition to this Authority will also have the right to install LCD/LED TV for display of News/Entertainment Channels/Passenger information's etc. for the requirement of passenger facilitation through respective service providers, if required.

1.3 Sale of RFP Document

- 1.3.1 The RFP document may be purchased and processed on the CPP Portal. (<https://etenders.gov.in>). The CPP Portal can also be visited through the website of Authority (<http://www.aai.aero>), where a link as "E-Tender" has been provided on the Home page for this purpose. Prior to making a Bid, the Bidder shall pay to the

Authority a sum of Rs. 50,000/- (Rupees Fifty Thousand only) as cost of the RFP document, which is non-refundable. The cost of RFP document shall be paid by the bidder before the scheduled time of e-tender submission through Online Payment Gateway available on CPP Portal where bidders can deposit the fees through Net Banking (SBI and Other Banks) and NEFT/RTGS. No other mode of payment shall be acceptable. Any Bid, if not accompanied by proof of deposit, shall be summarily rejected. Bidder has to submit the self-attested proof of transaction/UTR no. along with the Technical Bid documents.

1.4 Validity of the Proposal

- 1.4.1 The Proposal shall be valid for a period of not less than 180 days, extendable by another 90 days, if so desired by the Authority, from the date of opening of Financial Bid.

1.5 Brief Description of Selection Process

- 1.5.1 The Authority has adopted a single stage selection process (the “**Selection Process**”) in evaluating the Proposals, comprising Technical and Financial Proposals to be submitted together online through the E- tendering portal i.e. Central Public Procurement portal of Govt. of India ([NIC CPP Portal - etenders.gov.in](http://nic.cpp.portal-etenders.gov.in)). After receipt of Proposals, a technical evaluation will be carried out as specified in Clause 3.3. Based on this technical evaluation, a short-list of Technically Qualified Bidders shall be prepared as specified in Clause 3.3.4. Thereafter, the evaluation of Financial Proposals submitted by only the Technically Qualified Bidders, will be carried out through Forward auction as specified in Clause 3.4. Financial Proposals will finally be ranked and the Bidder proposing the highest Financial Proposal shall be selected for award of LOIA (the “**Selected Bidder**”). If the Qualified Bidder proposing the highest Financial Bid withdraws its bids or does not sign the Concession Agreement for any reason, the Authority may, in its discretion, annul the Bidding Process and the Highest Bidder’s EMD will be forfeited and such Bidder will be debarred for a period of two years.
- 1.5.2 The Authority reserves its right to grant the Concession to the Selected Bidder.
- 1.5.3 A Bidder is required to pay an Earnest Money Deposit (EMD) equivalent to INR Rs. 77,75,000/- (Indian Rupees Seventy Seven Lakhs Seventy Five Thousand Only) through Online Payment Gateway available on CPP Portal where bidders can deposit the fees through Net Banking (SBI and Other Banks) and NEFT/RTGS. No other mode of payment shall be acceptable and copy of transaction is to be attached with the Technical Bid documents. The refund and forfeiture of the EMDs shall be as per Clause 2.20 of the RFP.
- 1.5.4 Any condition or qualification or any other stipulation by the Participating Bidder contained in the Proposal shall render the Proposal liable to rejection outright as a non-responsive Proposal.
- 1.5.5 Bidders are advised to examine in greater detail and to carry out such studies as may be required to be carried out by them for submitting their respective Proposals for award of the Concession including implementation thereof at their

exclusive cost. Authority would extend assistance in that respect.

1.6 Schedule of Selection Process

S.No	Activity	Scheduled dates and time
1.	Download / Sale of RFP document from NIC CPP portal	From 18/04/2023 to 08/05/2023 by 1600 hrs
2.	Pre-bid meeting with prospective bidders	25/04/2023 at 1500 hrs
3.	Submission of queries related to e-Tender, if any, on NIC CPP portal only	27/04/2023 by 1600 hrs
4.	Reply by AAI to the queries on NIC CPP portal	01/05/2023 by 1800 hrs
5.	Online submission of bids/proposal(s) (Technical bid as well as Financial bid) online.	08/05/2023 by 1600 hrs
6.	Opening of Technical bids/ Proposal(s) (online only)	09/05/2023 by 1600 hrs
7.	Opening of Financial bids / Proposal(s) (online only)	30/05/2023 by 1130 hrs
8.	Forward Auction Process on CPP portal	30/05/2023 at 1530.Hrs

1.7 Communications

1.7.1 Any queries or request for additional information concerning this RFP shall be submitted only through the NIC CPP E-tendering portal (etenders.gov.in). No other form of communication (including electronic mails and letter mails) will be entertained or responded to. The communications shall clearly bear the following identification /title:

“Queries/ Request for Additional Information: RFP for Advertisement Rights Concession at Pune Airport”.

Chapter two (02)

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

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

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

2.2 Eligibility of Bidders

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

- a) The Bidder may be a single entity, or a group of entities (the "Consortium"), coming together to implement the Concession. However, no entity submitting a Proposal individually or as a member of a Consortium, as the case may be, can be a member of another Bidder.
- b) A Bidder may be a natural person, a legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in RFP.
- c) **Conflict of interest:** A Bidder shall not have a conflict of interest that affects the Bidding Process and if found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Member or Affiliate (or any constituent thereof) and any other Bidder, its Member or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any shareholder thereof) having a shareholding of more than 20% (twenty per cent) of the aggregate issued, subscribed and paid up and share capital of such Bidder, Member or Affiliate, (as the case may be) in the other Bidder, its Member or an Affiliate is less than 20% (twenty per cent) of the aggregate issued, subscribed and paid up equity share capital thereof; provided further

that this disqualification shall not apply to any ownership by the Authority, a bank, insurance company, pension fund, or a public financial institution referred to in Section 2 (72) of the Companies Act,2013.

For the purposes of this Clause, indirect shareholding held through one (01) or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or
- (ii) a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or
 - (iii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iv) such Bidder, or any Affiliate thereof receives or has received or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
 - (v) such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
 - (vi) such Bidder, or any Affiliate thereof, has a relationship with another Bidder, or any Affiliate thereof, directly or indirectly or through a common third party/ parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Concession.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1 shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium.

Note:

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

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

- (d) A Bidder shall be liable for disqualification for submission of its Proposal on the Proposal Due Date, if such Bidder or its Affiliate(s) have any amounts including interest outstanding and payable to Authority (the "Outstanding Dues") in respect of commercial licenses held at airports fully controlled and operated by AAI as on the Proposal due date. The bidder, intending to participate in response to this RFP should have "NIL" Undisputed Outstanding Dues at all the Units of Authority where the participating party's having current /past Concessions up to **31/03/2023** except where the dues are pertaining to current quarter i.e. the quarter in which tender is invited) in respect of all airports under its control.

However, the disputed amounts which are referred for Conciliation/Arbitration shall not be considered as Outstanding Dues provided the bidder has furnished an additional Bank Guarantee equivalent to **50%** of the value of the disputed amounts in addition to the Security Deposit as per the terms & conditions of the existing license/concession. The period of this Security Deposit of disputed dues under arbitration shall be **minimum 2 years** from the date of DRC/Arbitration and further renewable.

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

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

- (e) A Bidder shall be liable for disqualification, if any legal, financial or technical adviser of the Authority in relation to the Concession is engaged by the Bidder, its Member or any Affiliate thereof, as the case may be, in any manner for matters related to or incidental to the Concession. For the avoidance of doubt, this disqualification shall not apply where

such adviser was engaged by the Bidder, its Member or Affiliate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of execution of the Concession Agreement.

- (f) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a proposal, either individually or as member of a Consortium.

2.2.2 To be eligible for being a Selected Bidder, a Bidder shall fulfil the following conditions of eligibility (“**Threshold Eligibility Criteria**”):

A. Technical Capacity

(i) The bidder (in case of consortium, the Lead Member) must have minimum **two (02) year’ experience in the last seven (07) financial years** (April-March) as an advertisement rights concessionaire at an airport / mass transit systems i.e. metro rails / railway establishment under Indian Railways, Shopping mall, City Municipal Corporations etc. , from the date of Publication of this RFP.

(ii) There is no pending, active, or previous legal action that prevents the Applicant from submitting the bid, executing the Concession Agreement or fulfilling the conditions of the Concession.

(iii) The above information must be supported with the following Declarations/ Documentary Evidence /Certificate from the Chartered accountant of the Bidders.

- a. The Bidder/Lead member must file a Self-Declaration indicating the two years out of the preceding seven financial years in respect of which it intends to claim Technical eligibility.
- b. The Bidder/Lead Member must submit Self Attested Scanned Copies of Award Letters/Completion certificates from the respective Principals on the strength of which it intends to claim Technical eligibility.
- c. The Bidder must submit a certificate from its Chartered accountant clearly certifying the percentage of Gross Sales Turnover achieved during each of the financial years from business in respect of which the Technical Experience is being Claimed and other businesses so as to enable Authority to evaluate whether the bidder/lead member has satisfied the condition laid down in the tender document.
- d. In case of a Consortium, separate sheets are to be furnished in respect of each Member of the Consortium.

B. Financial Capacity:

(I) Turnover Criteria:

(a) A participating bidder would be deemed to have met the threshold eligibility criteria norms in respect of Financial Capacity (Turnover Criteria), if it has achieved an annual gross turnover of **Rs. 30,39,80,640 (Indian Rupees Thirty Crores Thirty Nine Lakhs Eighty thousand Six Hundred and Forty only.)** i.e.; equivalent to or more than the value of 12 month's Minimum Monthly Guarantee (MMG) in any one of the financial years for which the experience has been claimed by the agency.

(b) Provided further that at least fifty percent (50%) of the qualifying turnover as claimed at (a) above must pertain to the business, on the strength of which the technical capacity eligibility is being claimed.

(c) The turnover details being submitted as specified at (a) and (b) above must be duly certified by the Chartered Accountant of the participating bidder or the lead member in case of a consortium.

(d) There are no Outstanding Dues to Authority, except the dues pertaining to current quarter i.e. the quarter in which the tender is invited.

II. Outstanding Dues Criteria:

In order to meet the Financial Capacity eligibility condition, if the bidder is an existing licensee of AAI, it should be meeting the criteria outlined at Clause 2.2.1 (d) above as a response to this RFP and submit scanned self-attested copies of the latest and relevant Outstanding Dues Certificates with the Technical Proposal.

2.2.3 .The Bidders shall enclose all the annexures (1-5) with its Proposal, as per the format at Form-I, complete with its Annexures, the Certificate(s) from its Chartered Accountant or the concerned Principals stating the number of years of experience in operating the Advertising Business as specified at [Clause 2.2.2 (A) I] above.

2.2.4 The Bidder should submit a Power of Attorney as per the format at **Form-III**, authorizing the signatory of the Proposal to commit the Bidder (or to submit the bid). Additionally, in the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at **Form-IV**.

2.2.5 In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

(a) Number of members in a consortium shall not exceed **three (03)**;

(b) Subject to the provisions of sub-clause (a) above, the Proposal should 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**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at **Form-IV**, signed by all the other members of the Consortium.
- (d) An individual Bidder cannot at the same time be member of a Consortium applying for the Concession. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Concession;
- (e) Members of the Consortium shall enter into a substantially binding Joint Bidding Agreement, in the form specified at **Form-V** (the “**Joint Bidding Agreement**”), for the purpose of submitting a Proposal for the Concession. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, *inter alia*:
 - (i) Convey the intent to perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession is awarded to the Consortium; and
 - (ii) Include a statement to the effect that all members of the Consortium (who submitted the Proposal) shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession in accordance with the Concession Agreement.
- (f) Except as provided under this RFP, and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.6. Bidder shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].

2.3 General Terms of Bidding:

2.3.1 No Bidder shall submit more than one Proposal for the Concession.

2.3.2 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.

2.3.3 Information supplied by a Bidder (or other constituent Member if the Bidder is Consortium) must apply to the Bidder or, Member named in the Proposal and

not, unless specifically requested, to other affiliate companies or firms.

- 2.3.4** Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.3.5** The documents including this RFP, and all attached documents, provided by Authority, are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Proposal in accordance with terms hereunder. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause 2.3.5 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Proposal, document or any information provided along therewith.
- 2.3.6** “Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPP Portal only. The quote in physical form as a document need not be submitted along with technical bid documents. For the purposes of evaluation of the Financial Proposals and deciding the Selected Bidder, the financial quote offered to the Authority in the First Concession Year shall be the sole parameter for identification of the Highest Bidder.
- 2.3.7** A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Affiliate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, member of a Consortium or Affiliate thereof.
- 2.3.8** This RFP is not transferable.
- 2.3.9** Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.4 Change in composition of the Consortium / Change in Ownership

- 2.4.1** Change in the composition of a Consortium will not be permitted by the Authority until the third anniversary of the Commencement Date of Concession Term. After the third anniversary of the Commencement Date of Concession Term, any Consortium Member, except the Lead Member, can exit the Consortium by selling its stake in the Consortium to the Lead Member.
- 2.4.2** The Selected Bidder, if comprised of a Consortium, shall conform to the requirements regarding Change in Ownership in terms of the draft Concession Agreement, viz.:
- (a) [.....name of Lead Member], shall, for an entire period during the Concession

Term, hold equity share capital more than 50% (fifty per cent) of the subscribed and paid up equity share capital of the Concessionaire; and

- (b) [.....name of all Members of the Consortium] shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the Concessionaire at all times until the third anniversary of the Concession Fee Commencement Date.

2.4.3 The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the draft Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the draft Concession Agreement, be deemed to be a breach of the draft Concession Agreement and dealt with as such thereunder.

2.5 Cost of Bidding

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

2.6 Site visit and verification of information

2.6.1 Bidders are encouraged (or advised) to submit their respective Proposals after fully familiarizing the Airport Environment and the Advertisement Opportunity available and ascertaining for themselves the actual on ground conditions, passenger volumes, location, surroundings, availability of power, water and other utilities, access to the proposed Concession premises, handling and storage of materials, weather data, applicable laws and regulations specially the BCAS and Security Agencies requirements, and any other matter considered relevant by them. Each Applicant should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

2.7 Acknowledgement by the Bidder

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

- (a) Made a complete and careful examination of the RFP and Bidding documents;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP and Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above; and
- (d) Satisfied itself about all matters, things and information including matters

referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Proposal, execution of the Concession in accordance with the RFP and Bidding Documents and performance of all of its obligations there under.

- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP and Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from Authority, or a ground for termination of the Concession Agreement by the Selected Bidder;
- (f) Acknowledged & represented that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.8 Right to accept and reject any or all Proposals

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

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

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

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

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

2.8.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOIA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOIA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Authority to the Selected Bidder. In such an event, Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or terminate the Concession Agreement as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under RFP, the Bidding Documents, and/ or the Concession Agreement or under applicable law.

2.8.5 The Selected Bidder shall procure all applicable permits & security clearances under applicable laws, within Business Incubation Period or as extended by the Authority.

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

2.8.7 Guidelines for Online Forward Auction:

- a. Forward Auction will be conducted after financial bid opening on H1 price, where-in only H1 item wise price shall be visible to the Authority (Vendor details shall not be available at this stage to any one). System will generate comparative chart; it will show bidders quoted rate in the Tender as well as in the Auction.
- b. In case of submission of erroneous or incorrect financial bid which led to the rejection of the bid, total bid submitted by the vendor/ tenderer will be summarily rejected even if the vendor/ tenderer participated in forward auction after opening of financial bid.
- c. Forward auction will be conducted online with vendors from their own offices. For Training on forward auction, online help shall be available through E-Tender NIC CPP Portal.

- d. Forward auction process will be conducted for a period of one hour where the bidders will be allowed to increase the price from the beginning. Thereafter, the price shall be increased repeatedly.
- e. In case any bidder submits the price within 5 minutes of closing of forward auction timing, the system will automatically extend the forward auction time to further 15 minutes. All participant tenderers can increase the price during this time.
- f. If the above situation repeats, i.e. a bidder submits price increase in last 5 minutes of closing of auction, further 15 minutes' extension will be automatically allowed.
- g. The number of extensions in Forward Auction cannot be restricted. System has the provision to perform auto extension. When auto extension is selected, elapse time can be configured to the required period and it extends without restriction of counts.
- h. System will allow the Bidder to quote between the limit which is decided by Max Seal Percentage that is to be defined by the Authority as X percent (%) at the time of Auction Creation. Max Seal Percentage shall be 50%.
Maximum seal percentage is the maximum percentage of the Current bid price up to which a technically qualified bidder may increase the bid in a single step in e-portal for Forward Auction process. The Increment Value should be in the Multiple of Minimum Increment Value.

A hypothetical illustration:

Case 1: In the beginning of the Forward auction process in a tender:

- a) The H1/Start Price 10 Rs, incremental value 0.10 (10 Pisa) and Max. Seal Percentage 50%.
- b) Range for quoting the rate for bidder as:
 - i. **Lower limit:** Current value(i.e. Auction Start price) + incremental Value
That would be $10+0.10 = 10.10$
 - ii. **Upper limit :** Current value (i.e. Auction Start price) + Max Seal % of Current value + incremental Value
That would be $10 +10*50\%+0.10 = \text{Rs.}15.10/-$

Case 2: Subsequent rounds of Forward auction process:

- [a] The Current Bid price (i.e. Improved Bid price quoted in Forward auction) is, say Rs.12 per pax per month.
 - b) Range for quoting the rate for bidder as:
 - i. **Lower limit:** Current value + incremental Value
That would be $12+0.10 = 12.10$
 - ii. **Upper limit :** Current value + Max Seal % of Current value + incremental Value
That would be $12 +12*50\%+0.10 = \text{Rs.}18.10/-$
- So on and so forth.

- i. Minimum Increment value: Minimum increment value shall be the minimum amount a bidder has to increase in order to beat a higher bid “Incremental price”, in e-portal for Forward Auction process after opening of Financial bid. Minimum increment shall be Rs 0.10/- (10 paisa)
- j. After Auction end time, System will generate price comparative chart, which will show the names and rates of bidders quoted in the tender as well as (H1) rates quoted by them in the auction.

B. Forms and Clarifications

2.9 Contents of the Forms/Annexures/Appendixes

- | | | |
|-------|----------------|--|
| (1) | Form – I | Format for Proposal |
| (1.1) | Annexure – 1 | Details of Bidder |
| (1.2) | Annexure – 2 | Technical Capacity and Financial Capacity of Bidder |
| (1.3) | Annexure – 3 | Certificate of Chartered Accountant |
| (1.4) | Annexure – 4 | Outstanding Dues Certificate |
| (1.5) | Annexure – 5 | Format of Outstanding Dues |
| (2) | Form – II | Statement of Legal Capacity |
| (3) | Form – III | Format for Power of Attorney for Signing of proposal |
| (4) | Form – IV | Format for Power of Attorney for lead Member of Consortium |
| (5) | Form – V | Format for Joint Bidding Agreement for Consortium |
| (6) | Form – VI | Format of Affidavit |
| (7) | Form – VII | Format of Integrity Pact |
| (8) | Form – VIII | Check List of Submissions |
| (9) | Appendix – I | Format of Financial Proposal |
| (10) | Appendix – II | Passenger Traffic data |
| (11) | Appendix – III | Draft Concession Agreement |
| (12) | Appendix – IV | Disclosure of development projects |
| (13) | Appendix – IV | Format of consent letter |

2.10 Clarifications

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

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

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

2.11 Amendment of RFP

2.11.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.2 Any Addendum thus issued will only be posted on NIC CPP Portal and Authority's website.

2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason(s), the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and Submission of Proposal

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

2.13.2. All Bids should be submitted only through the online NIC CPP Portal (<https://etenders.gov.in/>). NIC CPP Portal can also be visited from the website

of Authority (<https://www.aai.aero>), where a link as “E-Tender” has been provided on the Home page for this purpose. Bids submitted by hand, post, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13.3. Bidders are advised to submit the Bids through online CPP Portal well in advance to avoid network problems. Authority will not be responsible for any inability for submission of Bids before the Bid Due Date due to technical problems/network errors.

2.13.4. The Bidder shall submit the Technical Proposal in the format specified at **Form-I**, together with the documents specified in **Clause 2.13.6**.

2.13.5 The Technical Proposal shall not include any financial offer.

2.13.6 The Technical Proposal shall contain:

- (i) Index of Submissions.
- (ii) Proposal in the prescribed format (**Form-I**) along with Annexures and supporting documents;
 - (a) Annexure 1 – Details of Bidder
 - (b) Annexure 2 – Technical and Financial Capacity of the Bidder
 - (c) Annexure 3 – Certificate from Chartered Accountant
 - (d) Annexure 4 – Details of Outstanding Dues
 - (e) Annexure 5 – Outstanding Dues Certificate
- (iii) Statement of Legal Capacity as per format at **Form-II** duly notarized;
- (iv) Power of Attorney for signing the Proposal as per the format at **Form-III**; duly notarized;
- (v) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Form -IV**; duly notarized;
- (vi) Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at **Form -V**; duly notarized;
- (vii) Self Declaration as per **Form-VI** ;
- (viii) Integrity Pact as per format at **Form-VII** ;
- (ix) Documents of Incorporation (in case of a Consortium, for all Members)
- (x) Copy of PAN Card, GST, copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed/LLP agreement along with a copy of LLPIN (in case of Consortium, for all Members);

- (xi) Audited Balance Sheet and Profit and Loss Account for last Seven financial years (in case of a Consortium, for Lead Member);
- (xii) Self Attested Copy of proof of payment of Earnest Money Deposit,
- (xiii) Self Attested Copy of proof of payment of Tender Cost;
- (xiv) Check-list of Submissions **Form-VIII**.

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

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

2.13.8 The Digital Copy of Technical Proposals shall be submitted through the NIC CPP E-tendering portal (etenders.gov.in).

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

2.13.10 The **Financial Proposal** shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPP portal only. The quote in physical form as a document need not be submitted along with technical bid documents.

2.13.11 While preparing the Financial Bid, Bidders should ensure the following conditions are satisfied:

The minimum rate per passenger per month for the First Concession Year shall be no less than **Rs. 32.14/- (Thirty Two Rupees Fourteen Paisa only)**

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

2.14 Proposal Due Date

2.14.1 Proposals (Technical Proposals and Financial Proposals) should be submitted on or before 1600 hours IST on the Proposal Due Date i.e. 08/05/2023.

2.14.2 Authority may, in its sole discretion, extend the Proposal Due Date uniformly for all Bidders by issuing an Addendum in accordance with Clause 2.11.

2.15 Late Proposals

The NIC CPP E-tendering portal shall not accept proposals, after the specified time on the Proposal Due Date and shall be summarily rejected.

2.16 Modifications / substitution/ withdrawal of Proposals

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

2.16.2 The withdrawal notice shall be prepared and submitted through the NIC CPP E-tendering portal (etenders.gov.in).

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

2.17 Validity of Proposals:

The Proposals shall be valid for a period of not less than 180 (one hundred and twenty) days, extendable by another 90 days, if so desired by the Authority, from the date of opening of Financial Bid.

2.18 Confidentiality:

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

2.19 Correspondence with the Bidder

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

D. EARNEST MONEY DEPOSIT

2.20 Earnest Money Deposit (EMD)

2.20.1 A Bidder is required to pay an Earnest Money Deposit (EMD) equivalent to INR **Rs. 77,75,000/- (Indian Rupees Seventy Seven Lakhs Seventy Five Thousand Only)** through Online Payment Gateway available on NIC CPP Portal where bidders can deposit the fees through Net Banking (SBI and Other Banks) and NEFT/RTGS. No

other mode of payment shall be acceptable and copy of transaction is to be attached with the Technical Bid documents.

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

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

2.20.4 Save and except as provided in Clause 2.20.6, the Earnest Money Deposit of unsuccessful Bidders, will be returned by Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Bidding process is cancelled by Authority, and in any case within 180 (one hundred and eighty) days from the date of opening of Financial bid.

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

2.20.6 Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Proposal validity as specified in this RFP. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.

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

(a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Chapter 6 of this RFP;

(b) If a Bidder withdraws its Proposal during the period of Proposal Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and Authority;

(c) In the case of Selected Bidder, if it fails within the specified time limit:

(i) to sign and return the duplicate copy of LOIA; or

(ii) to furnish the Security Deposit within the period prescribed there for in the LOIA; or

(iii) to sign the Integrity Pact; or

(iv) to sign the Concession Agreement; or

(vi) Submits false information in the Technical proposal.

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

Chapter Three (03)

EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Technical Proposals

3.1.1 Authority shall open the Technical Proposals at 1600 Hrs. (IST) on 09/05/2023 and in the presence of the Bidders who choose to be present.

3.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

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

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

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

3.1.6 To facilitate evaluation of Technical Proposals, Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

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

3.2 Preliminary Scrutiny

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

- (i) It is accompanied by a Letter comprising the proposal as per format in **Form-I**.
- (ii) It is accompanied by the Integrity Pact in the format specified in **Form- VII**.
- (iii) It contains a self-attested copy of the receipt for payment of **Rs.50,000/- (Rupees Fifty Thousand only)** to Authority towards the cost of RFP document.
- (iv) It is accompanied by Earnest Money Deposit.

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

3.3 Evaluation of Technical Proposals:

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

- (i) the Bidder satisfies the Threshold Eligibility Criteria, as set forth Clause 2.2.2 along with clause 2.2.1
- (ii) it contains all the information and documents in support as requested in this RFP.

3.3.2 Such Technical Proposals which are not in compliance with the requirements of the RFP shall be rejected forthwith and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposals(s).

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

3.3.4 After the evaluation of Technical Proposals, Authority would announce a short-list of Bidders ("Qualified Bidders"), whose Technical Proposals have been found to be responsive and in compliance with the requirements of the RFP. The Qualified Bidders are eligible for further evaluation of their Financial Proposals and to participate in Forward Auction process as envisaged in this RFP. The Financial Proposals of such Bidders whose Technical Proposal has been found to be not in compliance with the requirements of RFP will be rejected.

3.4 Evaluation of Financial Proposals

3.4.1 The Financial Proposals of Qualified Bidders would be opened. Authority would notify the Qualified Bidders of the date and time for opening the Financial Proposals on NIC CPP portal. Forward Auction will be conducted after financial bid opening on H1 price. The final H1 price shall emerge after conclusion of Forward Auction process.

- 3.4.2 Financial Proposal**” shall mean the binding and final financial offer to be submitted by each Bidder online in the N I C CPP portal only. The quote in physical form as a document need not be submitted along with technical bid documents. For the purposes of evaluation of the Financial Proposals and deciding the Selected Bidder, the financial quote offered to the Authority in the First Concession Year shall be the sole parameter for identification of the Selected Bidder.
- 3.4.3** For the purposes of evaluation, decimals points up to two places shall only be considered.
- 3.4.4** In the event that the Financial Proposal of two or more Bidders are found to be the same and is the highest (the “Tie Bidders”), Authority shall invite fresh Financial Proposals from such Tie Bidders and shall identify the Selected Bidder from amongst such Tie Bidders. Provided that the revised Financial Proposals of such Tie Bidders, shall be no less favorable to Authority than their respective original Proposals.
- 3.4.5** After selection, a Letter of Intent to Award (the “LOIA”) shall be issued, in duplicate, by Authority to the Selected Bidder. The Selected Bidder shall, within seven(07) working days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOIA.
- 3.4.6** After acknowledgement of the LOIA as aforesaid by the Selected Bidder, it shall fulfill the conditions set forth in **Clause 4.2** hereof and shall execute the Concession Agreement within the period prescribed in LOIA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement forming part of this RFP as Appendix III.

3.5 Contacts during Proposal Evaluation:

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

Chapter Four (04)

AWARD OF CONCESSION

4.1 Issue of Letter of Intent to Award

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

4.2 Conditions of Award

4.2.1 The Selected Bidder (in case of Consortium, the SPV) agrees and undertakes that within the Business Incubation Period, or any shorter time period specified below, unless extended in writing by the Authority, it shall fulfil all of the following conditions unless waived in writing by the Authority. Provided that if an extension is needed due to a fault of the Concessionaire/ Selected Bidder as determined at the sole discretion of the Authority and provided by the Authority, damages at the rate of INR 5,000/- shall be appropriated from the Earnest Money Deposit (EMD) / Security Deposit, as applicable, for each day of extension provided and utilized for each obligation that is delayed.

- (a) In case the Selected Bidder is a Consortium, it shall form an SPV, prior to signing of the Concession Agreement, as per the terms and conditions of this RFP;
- (b) The Selected Bidder (in case of Consortium, the SPV) shall submit the Security Deposit in the form and manner as specified in this RFP (Article 7) prior to signing of the Concession Agreement;
- (c) The Selected Bidder shall execute the Integrity Pact as per the Draft Integrity Pact forming part of this RFP as per Technical **Form-VII** of prior to signing of the Concession Agreement;
- (d) The Selected Bidder shall execute the Concession Agreement as per the provisions of the Proposal Documents not later than thirty (30) days from commencement of the Business Incubation Period. In case of Consortium, the Concession Agreement shall have to be executed between the SPV and the Authority.
- (e) The Selected Bidder/ Concessionaire shall, at its own risk and cost, obtain all Applicable Permits under the Applicable Laws which are required to execute and perform the Concession Agreement and submit copies thereof to the Authority;

- (f) The Selected Bidder/ Concessionaire shall, at its own risk and cost, obtain the security clearances required to carry out commercial activities in the security restricted area from the Bureau of Civil Aviation Security (BCAS) or any other relevant Governmental Authority and submit copies thereof to the Authority;
- (g) The Selected Bidder, within Fifteen (15) days from the date of LOIA, shall submit a detailed Draft Media Plan in consonance with the Location Layout Plan of the RFP.
- (h) The Selected Bidder/ Concessionaire shall apply for necessary approvals and clearances of security program from the Bureau of Civil Aviation Security (BCAS) or any other relevant Governmental Authority, and any other clearance as may be notified from time to time and submit copies thereof to the Authority.

4.2.2 The Selected Bidder (in case of Consortium, the bidder shall form an appropriate Special Purpose Vehicle (SPV) under the Indian Companies Act, 2013) shall execute the Concession Agreement and implement the Concession. In case the Bidder is a Consortium, it shall, 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 Proposal should 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 share holding of more than fifty-one per cent (50%) 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 at **Form-IV**, signed by all the other members of the Consortium.
- (d) An individual Bidder cannot at the same time be member of a Consortium applying for the Concession. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Concession;
- (e) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Form-V** (the “**Jt. Bidding Agreement**”), for the purpose of submitting a Proposal for the Concession. The Jt. Bidding Agreement, to be submitted along with the Proposal, shall, *inter alia*:
 - (i) Convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, 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) Commit the minimum equity stake to be held by each member; as well as commit to be in compliance with the shareholding requirements set forth in Clause 2.4 of this RFP;

(iii) Members of the Consortium undertake that, subject to the provisions of sub- clause (e) (ii) above, they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV at all times at least until the third anniversary of the Rent Commencement Date of the Concession; and

(iv) Include a statement to the effect that all members of the Consortium (who submitted the Proposal) shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession in accordance with the Concession Agreement.

(f) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

(g) The Selected Bidder shall certify to Authority that apart from the authorizations and approvals provided to Authority there are no further approvals or consents (whether statutory or contractual) required by the Selected Bidder to execute the Concession Agreement.

4.3 Authority, in its sole discretion, reserves its right to extend the timelines referred to in this Chapter 4 of this RFP.

Chapter Five (05)

THE CONCESSION AND THE CONCESSIONAIRE

5.1 Concessionaire

5.1.1 The obligations and duties of the Concessionaire are as prescribed in the RFP and the Concession Agreement.

5.1.2 Location layout plan – (Area, Location & size of Advertisement sites):

- a) The Authority has set out the Layout Plan for Advertisement. In the Location Layout plan set out by the Authority for Advertisement, area, location, size of the Advt. has been fixed (Refer Schedule- A of the RFP)
- b) The Selected Bidder shall have the opportunity to execute its Advertisement business as per the Location Layout plan set out by the Authority in the airport premises. The details of the Location Layout Plan shall be referred as Schedule- A in this RFP.
- c) Type of media which is not allowed on a particular site has been mentioned in the Location layout plan.

5.1.3 Maximum Area and Location for Short term avenues: Locations and Floor area, size, along with height to be used under this Concession for activities such as promotional events, Welcome Desk/Reception counter (other than departments and agencies of Central / State Government), Car/Real estate displays, Standees etc. shall be part and parcel of the Total advertisement area (assigned area) specified in the RFP, considering airport aesthetics, passenger flow, operational, security aspects, etc.

5.1.4 Submission of Media Plan by the Concessionaire.

- a) The Selected Bidder, within Fifteen (15) days from the date of LOIA, shall submit a detailed Draft Media Plan in consonance with Location Layout Plan of the Authority, indicating therein location wise, sizes, type of medium, fixing and hoisting arrangements, material specifications, illumination requirements etc. for consideration of Authority. It is further provided that Authority shall communicate to the Selected Bidder observations, if any, on the Draft Media Plan within Ten (10) days of submission of the Draft Media Plan by the Selected Bidder. The Revised Draft Media Plan after incorporating necessary rectification/ modification in respect of the observations of Authority need to be submitted back by the Selected Bidder within Ten (10) days of receipt of observations of Authority for final approval within the limitations of the Draft Media Plan Approval Protocol. On receipt of the Revised Draft Media Plan the Authority would approve the same at its earliest but in any case not later than the Sixty (60) days from the date of LOIA within the business incubation period/access date.

- b) It is provided that on receipt of Draft Media Plan of the Selected bidder, if no observation communicated by Authority within Ten (10) days from the submission of Draft Media Plan, it may be presumed that AAI has no observation in respect of the Draft Media Plan of the Selected Bidder.
- c) It is further provided that if approval is not communicated by Authority to the Selected Bidder within Sixty (60) days from the date of LOIA within the business incubation period/access date, then the Draft Media Plan /Revised Draft Media Plan submitted by the Selected Bidder would be deemed to be approved.

5.1.4 Provision i.r.o advertisement area, reallocation of advertisement sites/Additional Advertisement area etc.

- a) In case of commissioning of New Passenger Terminal Building/ Extension of existing terminal building or construction of additional terminal building, the Authority shall prepare and provide a revised Location layout plan to the Concessionaire for Advertisement business, before six (06) months of operationalization of new/additional terminal building.

In view of the changed Location layout plan, the Concessionaire shall have to re-plan, design, develop, operate and market the concession granted under this RFP according to the cases and provisions enumerated as below:

A. Case 1: - New Terminal is constructed and Old Terminal is discontinued:

- i. The Authority shall communicate and to provide to the Concessionaire all the necessary details & drawings in respect of Area, Location & size of Advertisement sites and Maximum Area and Location for Short term avenues, at least six (06) months in advance of the Commissioning date of the new Passenger Terminal Building, so that the Concessionaire can implement its business plan at the new facilities on the commissioning of New Terminal Building. In case of allotment of additional area, pro rata increase shall be applicable on the prevailing (i) Minimum Monthly Guarantee (MMG) and (ii) Rate per Passenger. [Refer Para 5.4.1 C]
- ii. The Concessionaire shall have to submit its written acceptance to Authority within 15 days from the date of receipt of location layout plan i.r.o of new terminal building from the Authority, failing which it will be construed that the concessionaire is not willing to relocate its concession to the new terminal building.
- iii. If the Concessionaire does not submit its written acceptance within the stipulated time of 15 days, Authority shall initiate process for new regular tender for new terminal building and the existing concession in the existing terminal building shall cease on the date of closure of the existing terminal building, without any punitive action to the concessionaire.

- iv. The availability of new Concessioned premises for relocation of Advertisement hardware shall be ensured by the Authority at least sixty (60) days before the commissioning date. It would be deemed that the concessionaire has been provided the necessary resurrection period for relocating the displaced location (s) from its original location(s) to Alternate location (s). In the event of failure of Authority to meet above specified schedule then the necessary resurrection period and Concession Fee Holiday would be allowed as if all the affected locations were Displaced/Withdrawn Locations.

B. Case 2: - Extension of Existing Terminal Building / construction of additional terminal building:

- i. The Authority shall communicate and to provide to the Concessionaire all the necessary details & drawings in respect of Area, Location & size of Advertisement sites and Maximum Area and Location for Short term avenues, at least six (06) months in advance of the Commissioning date of the Extended Terminal Building/ additional terminal building, so that the Concessionaire can implement its business plan at the new facilities on the commissioning of Extended Terminal Building/ additional terminal building . In case of allotment of additional area, pro rata increase shall be applicable on the prevailing (i) Minimum Monthly Guarantee (MMG) and (ii) Rate per Passenger.
- ii. The Concessionaire shall have to submit its written acceptance to Authority within 15 days from the date of receipt of location layout plan i.r.o of entire terminal building(s) from the Authority, failing which it will be construed that the concessionaire is not willing to take additional area in entire terminal building (existing + extended/ additional terminal building).
- iii. If the Concessionaire does not submit its written acceptance within the stipulated time of 15 days, the Authority shall initiate process for new regular tender for entire terminal building (existing + extended/ additional terminal building) and the existing concession in the existing terminal building shall be closed on the date of operationalization of the extended terminal building/ additional terminal building, without any punitive action to the concessionaire.

C. Case 3: - Additional area in the existing Terminal Building.

- i. Additional advertisement area not more than 10% of the Total assigned advertisement area as per the RFP may be allotted.
- ii. In case of allotment of additional area, pro rata increase shall be applicable on the prevailing (i) Minimum Monthly Guarantee (MMG) and (ii) Rate per Passenger.

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

5.1.5 The total tendered advertisement area is **7802.44** sq.ft. consisting of **6328.4** sq.ft. towards Indoor advertisement, **1152** sq.ft. towards Outdoor advertisement and **322.04** sq.ft. for Short term avenues as envisaged in the Location Layout plan provided at **Schedule-A of this RFP.**

5.2 Scope: The Scope of advertisement media under this concession, subject to Location layout plan, shall be as under:

5.2.1 All types of indoor and outdoor advertising/brand promotion media, such as Bill Boards, Gantries, Back Lit Static Displays, Stunners, Display Windows, Flag Posts, Traffic Signage's, Digital/Laser Floor/Ceiling graphics, Product /Services Showcasing with or Without Human Interface, Vehicle & Refitted Vehicle/Real Estate Displays with or without Human Interface, Welcome/Reception desk , Multiple Imaging, Electronic & Digital Displays (e.g. Video Wall & Close Circuit Flight Information Television), LCD/LED TV Displays Time & Temperature Displays, Ball Balloons, Shoe Shining Machines, Multi Screen Moving Displays, Conveyor Belt Advertisements, Pillar Wraps, Special Brand Promotion Drop Downs/ Banners/ Decorations on special events, Mobile/ Laptop Chargers/Sponsorship/ Advertising on Security Trays, Queue Managers, Planters and any future advertising innovations etc. In brief all direct and surrogate activities concerning brand promotion of any company/organization/ person or persons/ product/ service would encompass Advertising Rights”.

However special exclusions notified by Authority in the RFP (Clause 5.2.5 Negative List) would not form part of this “Advertising Rights”.

Note: Advertisement like Mobile/Laptop charges/Q mangers/Security tray etc. will be as per Clause 1.2.8

5.2.2 The Concessionaire shall ensure that the concept of execution of the Advertisement Rights Concession is in line with the international standards and the image envisaged for the Airport by Authority.

5.2.3 The Advertisement Locations as per the Location Layout Plan would be physically handed over to the Concessionaire on “as is where is” basis and Authority shall not be responsible for its renovation, maintenance and up-keep from the Access Date.

5.2.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms

specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

5.2.5 The negative list of advertisement media not covered under this RFP are set-out as follows:

- i. Advertisement on Passenger Baggage Trolleys
- ii. Sponsored development of Horticulture and Outdoor Landscaping indicating name & logo of sponsoring agency.
 - a. The periodicity of existing outsourced Development & Maintenance of Horticulture/ Outdoor & City side Landscaping/Beautification work through Corporate or Business Houses etc., if any, is up to 08/06/2023. Thereafter AAI shall be undertaking these work by itself.
 - b. No third party advertisements/displays shall be permitted under the activities related with Development & Maintenance of Horticulture and Outdoor& City side Landscaping/Beautification in Airport premises.
- iii. Sponsored Pay & Use Toilets and Advertisements there on (as per area specified by Authority)
- iv. Government sponsored Social Advertisement (such as Swatch Baharat Mission, etc.) with no commercial motives on the Advertisement Display Locations under Airport Branding Area.
- v. Advertisement for medical check-up facility present in airport premises
- vi. Allotment of Welcome desk/Reception counter to Departments and Agencies of Central Govt./State Govt. to be done by AAI.
- vii. Branding on inner walls of Baby care rooms.
- viii. Mobile/Wi fi as a medium for any kind of advertisement / interactivity with Airport
- ix. Boarding Pass, Self-Check-in Kiosk, Complaint Kiosk.
- x. Any advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints.
- xi. Duly authorized display of the bonafide licensees of the Airport.
- xii. Advertisement on Multi-Level Car Park (MLCP) named as Aeromall and Foot Over Bridge connecting Airport to Aeromall.

5.3 Term of Concession

5.3.1 The Concession is proposed to be granted for **Seven (07) years.**

5.3.2 The Concession Term shall be reckoned from the Concession Fee Commencement Date as defined in the RFP. For the sake of clarity, the Concession Term of Advertisement Sites obtained by a Concessionaire at subsequent stages shall be co terminus with the expiry date of the original Concession Term, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.

5.4 Concession Fee

5.4.1 Concession fee (License fee) would be applicable as per **Article 10** of Draft Concession agreement in the RFP.

5.4.2 "Concession Fee Commencement Date" shall mean the 61st day in respect of all tendered sites i.e. at the expiry of the Gestation Period of 60 days, reckoned from the Access date or a later date if notified by Authority. However, in the event of concessionaire commencing commercial exploitation of the advertisement locations as a sample marketing exercise, the concession fee shall be charged on Pro Rata basis. No claims for discounts / reductions / abatements in Concession Fee shall be admissible for any Location(s) lying unsold, after taking over the possession from Authority.

5.5 Taxes and other payments

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

5.6 Marketing and Promotional Activities

5.6.1 The Concessionaire is required to participate in all sales and promotion programs, display necessary airport publicity materials, and support all airport-wide promotions, and any other marketing or promotional activities as may be organized by Authority from time to time. The Concessionaire agrees to co-operate with Authority in use of the Advertisement Site(s) in relation to such promotional activities.

5.7 Sub-licensing / assignment

The Concessionaire shall not sub-contract or sub-concession or assign any of its rights, duties and obligations under the Concession Agreement, in whole or in part.

5.8 Authority's Brand Support and Promotional Activities

5.8.1 Authority may, at any point in time, develop its brand with service, quality, respect, promise and creativity as its core elements and the Concessionaire is required to uphold these elements of Authority's brand while developing, operating and maintaining the Advertisements at the Airport.

5.8.2 Concessionaire is also required to participate in all loyalty and promotions to be undertaken by Authority in support of its brand including Airport wide promotions and any other incentive scheme as may be initiated by Authority from time to time. Concessionaire agrees to co-operate with Authority in use of the Advertisement Site(s) in relation to Authority's brand.

5.8.3 The Agency has to put in place an specifically reserved additional Airport Branding Area as defined in this RFP, at its own cost, which will not exceed **five percent (05%)** of the Assigned Advertisement Area for Airport Brand Promotion or Social messages of Government of India etc. having no commercial valuations. The area shall be shown in the Location Layout plan and the concessionaire will not be liable to pay any concession fee for this Airport Branding Area.

5.9 Gestation Period

5.9.1 The Gestation Period will be that of **Sixty (60) days** starting from the Access Date and expiring on the Concession Fee Commencement date.

5.9.2 The Gestation Period of **Sixty (60) days** is a Concession Fee holiday period. However, it is expected that the Concessionaire within this period completely installs the Advertising Hardware as per the Location Layout Plan and approved Media plan and puts in place the required marketing team to market the Advertising Product in full swing.

5.9.3 The Concessionaire however would be permitted Sample Marketing during this Gestation Period and would be liable to pay the proportionate Concession Fee for the actual Advertisement Area put to use without having any effect on the Concession Fee Commencement date.

5.9.4 The Concessionaire would be entitled to a Resurrection Period of **Thirty (30) days** in respect of Displaced, & Withdrawn Locations which have to be resurrected at an Alternate Location from its Original Location. This resurrection period would be a Concession Fee Holiday Period on proportionate basis in respect of the affected locations only.

5.13 Displayed Content of Advertisements

5.13.1 The content of Advertisements displayed at approved locations must be in accordance with the guidelines of Advertisement Standards Council of India.

5.13.2 Advertisements with Audio Content will not be permissible.

5.13.3 Advertisements by Political Parties recognized by Election Commission of India not violating the Model Code of Conduct would be permitted.

5.14 Security Deposit – As per detailed in Article-7 of Draft Concession Agreement

Chapter Six (06)

FRAUD AND CORRUPT PRACTICES

- 6.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 6.2** Without prejudice to the rights of the Authority under Clause 6.1 hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3** For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“Corrupt Practice”** means
- (I) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- (II) Save and except as permitted under sub-clause (e) of Clause 2.2.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Concession or the LOIA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Concession;

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

6.4 The Concessionaire shall execute an Integrity Pact with the Authority. The Authority shall appoint an Independent External Monitor (IEM) to review independently and objectively, whether and to what extent the Authority and Concessionaire have complied with their obligations under the Integrity Pact and Concession Agreement

Chapter Seven (07)

MISCELLANEOUS

- 7.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Airport of Concession shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Shortlist or not to shortlist any Bidder and / or to consult with any Bidder in order to receive clarification or further information;
 - (d) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (f) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

INDEX OF SUBMISSIONS

No	Document Name	Page No
1	Form-I Letter Comprising the Proposal	
2	Form-I (Annexure 1) – Details of Bidder	
3	Form-I (Annexure 2) – Technical and Financial Capacity of Bidder	
4	Form-I (Annexure 3) – Certificate from Chartered Accountant	
5	Form-I (Annexure 4) – Details of Outstanding Dues At Airport Units Under Management of Authority	
6	Form-I (Annexure 5) – Outstanding Dues Certificate	
6	Form-II - Statement of Legal Capacity	
7	Form-III - Power of Attorney for signing the Proposal	
8	Form - IV - Power of Attorney for Lead Member of Consortium	
9	Form –V Joint Bidding Agreement	
10	Form – VI – Self Declaration Format	
11	Form VII - Integrity Pact	
12	Documents of Incorporation	
13	Copy of Memorandum and Articles of Association/Partnership Deed etc., Copy of PAN and GST no.	
14	Duly Audited balance sheet and profit and loss account as per the Eligibility conditions.	
15	Documentary proof of payment of RFP document Cost	
16	Documentary Proof of payment of Earnest Money Deposit	
17	Check-list of Submissions as per Form VIII	

FORM-I

Letter Comprising the Proposal

(To be Submitted by the Bidder/Lead Member on its Letter Head)

(Refer Clause 2.13.4)

To,

The Airport Director,
Airports Authority of India,
Pune Airport.

Dated:

Subject: Proposal for grant of Advertisement Rights Concession to Design, Develop, Operate, and Market, the Advertisement opportunity at Pune Airport.

Dear Sir,

With reference to your RFP document dated 18/04/2023, I/we, having examined the RFP & Bidding Documents and after understanding its contents, hereby submit my/our Proposal for Qualification for the aforesaid Concession. The Proposal is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidders for the aforesaid Concession, and we certify that all information provided in the Proposal and in Annexures are true and correct and nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Selected Bidder for the development, operation and maintenance of the aforesaid Concession.
4. I/ We shall make available to the Authority any additional information/clarification it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document,

including any Addendum issued by the Authority;

- (b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Chapter 6 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) The undertakings given by us along with the Proposal in response to the RFP for the Concession are true and correct as on the date of making the Proposal and I/we shall continue to abide by them.
- 8.** I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Proposal that you may receive to qualify the Bidders to Bid for the Concession, without incurring any liability to the Bidders.
- 9.** I/ We believe that I/our Consortium satisfy(s) the Threshold Eligibility Criteria and meet(s) all the requirements as specified in the RFP document and are / is qualified to submit a Proposal.
- 10.** I/ We declare that we/ any Member of the Consortium, or our/ its Affiliates are not a Member of a/ any other Consortium applying for Concession.
- 11.** I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Concession or which relates to a grave offence that outrages the moral sense of the community.
- 12.** I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13.** I/ We further certify that none of the Directors of the Applicant (in the case of a Consortium, Lead Member and all Members) and/or its Affiliates is a Director of an entity having Outstanding Dues, as defined in Clause 2.2.1 (d) of RFP.
- 14.** I/ We further certify that we/ any Member of the Consortium, or our/ its

Affiliates do not have any outstanding dues as applicable to this RFP.

15. The Integrity Pact as per format provided in RFP document, and duly signed, is enclosed.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Concession and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Proposal Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied the RFP Documents carefully and also surveyed the site at the Airport. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.
21. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the expiry of the Concession Term in accordance with the Concession Agreement.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of this RFP document.

Yours faithfully,

(Signature, Name and Designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

Dated: _____

Place: _____

Details of Bidder

1	Details of Bidder/Lead Member		
	A	Name:	
	B	Country of Incorporation -	
	C	Address of the registered office	
	D	Date & Details of incorporation	
2	Details of individual(s) who will serve as the point of contact/ communication for the Authority:		
	A	Name & Designation	
	B	Correspondence Address	
	C	Email	
	D	Tel / Fax No	
3	Particulars of the Authorized Signatory of the Bidder:		
	A	Name & Designation	
	B	Correspondence Address	
	C	Email	
	D	Tel / Fax No	
		Note: In case of a Consortium, the information above (1-3) should be provided for all the Members of the Consortium.	
4	Debarring Information		
	A	Has the Bidder/member of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?	Yes / No <i>(strike off whichever is not applicable)</i>
	B	If the answer to 4 (a) is yes, does the bar subsist as on the date of Proposal?	Yes / No <i>(strike off whichever is not applicable)</i>
	C	Has the Bidder/ member of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?	Yes / No <i>(strike off whichever is not applicable)</i>

(Signature of Authorized Signatory)
Name, Designation, Date & Seal or Stamp of Bidder

FORM- I **Annexure-2**

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

Table 1

Bidder type ^{\$}	Name of Member	Address of Incorporation	Details of Incorporation and Incorporating Authority	Correspondence Address
(1)	(2)	(3)	(4)	(5)
Single entity Bidder / Lead				
Consortium Member 2				
Consortium Member 3				

A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium Members.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for the preceding financial year and for the years for which experience under Clause 2.2.2 of RFP has been claimed. They will also attach certificate from statutory auditor wherever required in support of the technical and financial eligible criteria. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Member;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited.
2. The Bidder shall provide certified copies of the Certificate of Incorporation.
3. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted as per form V
4. Bidder shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].

Date:

(Signature, Name and Designation of the Authorized Signatory)

Place:

Name
and
seal of
the
Bidder
/ Lead
Member (in
case
of
Conso
rtium)

Note:-

More rows/columns to be added as per requirement of eligibility criteria. The Above information must be supported with the following Declarations, Documentary Evidence, Certificate from the Chartered accountant of the Bidders:

- (i) The Bidder/Lead member must file a Self-Declaration indicating the two years out of the preceding seven financial years in respect of which it intends to claim Technical eligibility in accordance with Clause 2.2.2 (A) (i) of the RFP.
- (ii) The Bidder/Lead Member must submit Self Attested Scanned Copies of Agreement copies / completion certificate from the respective Principals on the strength of which it intends to claim Technical eligibility in accordance with Clause 2.2.2 (A) (i) of the RFP;
- (iii) The Bidder must submit a certificate from its Chartered accountant clearly certifying the percentage of Gross Sales Turnover achieved during each of the preceding seven financial years from business in respect of which the Technical Experience is being Claimed and other businesses so as to enable Authority to evaluate whether the bidder/lead member has satisfied the condition laid down at Clause 2.2.2 B (I) (a) and (b) of this RFP.
- (iv) In case of a Consortium, separate sheets are to be furnished in respect of each Member of the Consortium.
- (v) The bidders / Lead Consortium Member, shall also submit documentary proof as per Table 2 mentioned below: -

Table 2:- Format for certificate from Statutory Auditor / Company Secretary regarding Affiliate:

Certificate from Statutory Auditor / Company Secretary regarding Affiliate

Based on the authenticated record of the Company, this is to certify that _____ of the subscribed and paid up voting equity of (name of the Bidder/ Lead Member/ Affiliate) is held, directly or indirectly, by (name of Affiliate/ Bidder/ Lead Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Affiliate as per Clause 2.2.1 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Lead Member and the Affiliate. In the event the Affiliate is under common control with the Bidder/ Lead Member, the relationship may be suitably described and similarly certified herein }

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, Name and Designation of the authorized signatory).

FORM-I **Annexure-3**

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

Based on the audited records of the _____ *(Name of the Company)*, this is to certify that..... *(Name of Bidder/Lead Member of Consortium)* has achieved a gross sales turnover including from Advertising Businesses as defined at Clause 2.2.2 of this particular RFP during the preceding financial years for which experience under clause 2.2.2 has been claimed. The details shall be submitted as below:-

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

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

Signature

Name & Membership No of Chartered Accountant

Seal of the audit firm:

UDIN:

Date

Place

Note:

In the case of a Consortium, separate sheets are to be furnished by each Member of the Consortium.

FORM-I
Annexure-4

**DETAILS OF COMMERCIAL LICENSES HELD/ OPERATED (CURRENT AND PAST) AT
AIRPORT UNITS UNDER MANAGEMENT OF AUTHORITY**

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

Figures in Indian Rupees											
Sr. No.	Details of Contract	Status of Contract	Commencement Date	Expiry Date	Pre closure if any along with reason	Status of Outstanding Dues as up to					
						Undisputed	Disputed Under Arbitration	Stayed by a Judicial Court or Arbitral Tribunal	Total	Contractual Security Deposit	Additional Security Deposit against Disputed Dues
01	02	03	04	05	06	07	08	09	10	11	12
1											
2											
3											
4											
5											

Note: The Bidder (including all Consortium members) shall submit an outstanding dues certificate from the Authority (as per Annexure V of Form-I) in respect of the figures being indicated at Column 07 to Column 12. Separate sheet are to be furnished by each member of the consortium.

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

FORM- I

“Outstanding Dues Certificate” Annexure V

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

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

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

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

The above certificate is issued in line with the Joint Reconciliation Statement dated _____ between the parties, subject to errors and omissions in the due course of business.

(Authorized Signatory of AAI)

FORM – II

Statement of Legal Capacity

(To be furnished by the Bidder /Each Member of Consortium)

Reference_____

Date_____

To,

Dear Sir,

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

We have agreed that(insert member’s name) will act as the Lead Member of our consortium. *

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

Thanking you,

Yours faithfully,

(Signature, Name and Designation of the Authorised Signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM-III

Power of Attorney for signing of Proposal

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarised)

Know all men by these presents, We..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife ofagedyears and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Award of Advertisement Rights Concession to design, develop, operate, and market the advertising opportunity at Airport, as notified by Airports Authority of India(the "Authority") including butnot limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing andexecution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the ConcessionAgreement with the Authority.

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

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

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- i. 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 and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ii. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- iii. For a Power of Attorney executed and issued overseas, the document will have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

FORM-IV

Power of Attorney for Lead Member of Consortium

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarised)

Whereas Airports Authority of India (the "Authority") has invited Proposals from interested parties for Award of Advertisement Rights Concession to design, develop, operate and market the advertisement opportunity at.....Airport.

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 Request for Proposal document (RFP) 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 authorise 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 authorise the Attorney (with power to sub-delegate) 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 Proposal for the Concession, including but not limited to signing and submission of all Technical Proposals, Financial Proposals 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 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 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 WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF2.....

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:

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

FORM-V

Joint Bidding Agreement

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarised)

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 (hereinafter 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.....(hereinafter 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, 2013 and having its registered office at.....(hereinafter 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"

WHEREAS,

(A) THE AIRPORTS AUTHORITY OF INDIA, established under the Airports Authority of India Act, 1994, represented by its Chairman and having its principal offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 (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 Request for Proposal by Bid No. and dated_(the RFP) for bids for award of Advertisement Rights Concession to design, develop, operate, and market the advertising opportunity at Airport,

(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 RFP document and other Bid documents in respect of the Concession, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof

with the Proposal.

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 RFP.

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 Affiliates.

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, 2013 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 Bidder / 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 RFP and the Concession Agreement, until the Commercial operations of the Concession is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the Concessionaire

6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that more than fifty per cent (50%) of the subscribed and paid up equity share capital of the SPV shall, at all times till the expiry of the term of Concession, 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 one hundred percent (100%) of the subscribed and paid up equity share capital of the SPV at all times until the third anniversary of the Concession Fee Commencement Date of the Concession. The Authority shall have the right to ask any of the Consortium members, excluding the Lead Member, to exit by selling its shareholding to the Lead Member at par value.
- 6.4 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 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 will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (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 organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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 a lien, 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 Affiliate 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 the Concession Term is achieved under and in accordance with the Concession Agreement, 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 will stand terminated in case the Bidder is not qualified or upon return of the EMD 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
 For and on behalf of
 LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED
 SECOND PART

(Signature)
 (Name)
 (Designation)
 (Address)

(Signature)
 (Name)
 (Designation)
 (Address)

SIGNED, SEALED AND DELIVERED
 For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as 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.
3. 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.

FORM- VI

FORMAT OF SELF-DECLARATION / SELF-CERTIFICATION

(To be submitted by the Bidder/Lead Member (in case of Consortium) on its Letter Head)

Dated: _____

To,
The Airport Director,
Airports Authority of India,
Pune Airport.

Subject: Proposal for grant of Advertisement Rights Concession to design, develop, operate and market the advertisement opportunity at Pune Airport.

Dear Sir,

With reference to your RFP document dated 18/04/2023, I, S/o....., Authorized Signatory for M/sdo hereby solemnly affirm and declare as under:

2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Proposal for selection of the Bidders for the aforesaid Concession, and we certify that all information provided in the Proposal and in Annexure is true and correct; and nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 6 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) That the undertakings given by us along with the Proposal in response to the RFP for the Concession are true and correct as on the date of making the Proposal and I/we shall continue to abide by them.
6. I/ We declare that we/ any Member of the Consortium, or our/ its Affiliates are not a Member of a/ any other Consortium applying for qualification.
 7. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Concession or which relates to a grave offence that outrages the moral sense of the community.
 8. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 9. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ its Affiliates or against our CEO or any of our directors/ managers/ employees.
 10. I/ We further certify that we/ any Member of the Consortium, or our/ its Affiliates do not have any outstanding dues as applicable to this RFP.
 11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 12. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bid Process itself, in respect of the above mentioned Concession and the terms and implementation thereof.

13. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Proposal Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I/ We have studied the RFP carefully and also surveyed the site at the Airport. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
15. I/ We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, I/we shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.
16. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
17. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the expiry of the Concession Term and in accordance with the Concession Agreement.

Yours faithfully,
[Signature]

Name and Designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member (in case of Consortium)

Dated: _____

Place: _____

FORM – VII

PRE CONTRACT INTEGRITY PACT

The Bidder(s) / Concessionaires shall sign and submit the Pre / Post Contract Integrity Pact (as the case may be) in the prescribed format along with other tender / RFP documents failing which the tenderer will be disqualified.

FORMAT OF INTEGRITY PACT

(To be submitted by the Bidder as a part of Technical bid documents and also to be signed by the Selected Bidder within the Business Incubation Period after issuance of LOIA by Authority)

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

AND

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

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

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

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

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

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

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

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

1. Commitments of the Authority;

1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

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

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

- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's Associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his

reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor (s) and associate(s) whose value of the work contribution exceeds **Rs 0.5 Crores**. (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

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

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

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

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

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

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

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

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

8. Independent External Monitor(s),

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associate(s). The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associate(s) with confidentiality.

8.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the

Authority and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

9 Facilitation of Investigation.

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

10 Law and Place of Jurisdiction.

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

11 Other Legal Actions

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

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

12 Pact duration (Validity)

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

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

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

13 Company Code of Conduct

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

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

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

The details of the Independent External Monitors for implementation of the aforesaid Integrity Pact are given below:

- 1) Shri. Prabhat Ranjan Acharya, IA & AS (Retd.), Flat No. 501, Ganga Block No.1, Pocket D-6, Vasant Kunj, New Delhi-110070

Email: prabhatacharya@gmail.com

- 2) Shri. Kuldip Kumar Peshin, CE & MES (Retd.), W2B046, Wellington Estate, DLF-5, Gurgaon (Haryana) -122009

Email: kkpeshin@yahoo.com

FORM-VIII

CHECKLIST OF SUBMISSIONS

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

Sr. No.	Document Name	To be furnished by	To be notarized	Yes/No
1	Form- I Letter Comprising the Proposal	Bidder/Lead Member	No	
2	Form –I (Annexure 1) – Details of Bidder	Bidder/Lead Member	No	
3	Form-I (Annexure 2) – Technical and Financial Capacity of Bidder	Bidder/Separately by All Members of Consortium	No	
4	Form-I (Annexure 3) – Certificate from Chartered Accountant	Bidder/Separately by All Members of Consortium	No	
5	Form-I (Annexure 4) – Details of Outstanding Dues at Airport Units Under Management Of Authority	Bidder/Separately by All Members of Consortium	No	
6	Form-I (Annexure 5) – Outstanding Dues Certificate	Bidder/Separately by All Members of Consortium	No	
6	Form-II Statement of Legal Capacity	Bidder/Separately by All Members of Consortium	Yes	
7	Form – III Power of Attorney for signing the Proposal	Bidder/Separately by All Members of Consortium	Yes	
8	Form-IV Power of Attorney for Lead Member of Consortium	Members of Consortium	Yes	
9	Form-V Joint Bidding Agreement	Jointly by all Members of Consortium	Yes	
10	Form-VI Self Declaration	Bidder/Lead Member of the Consortium	Yes	
11	Form-VII Integrity Pact	Bidder/All Members of the Consortium separately	Yes	
12	Documents of Incorporation	Bidder/All Members of Consortium	Yes	
13	Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed	Bidder/All Members of Consortium	No	
14	Duly audited balance sheet and profit and loss account as per Eligibility criteria.	Bidder/Lead Member	No	
15	Documentary proof of payment of RFP Document Cost	Bidder/Lead Member	No	
16	Documentary Proof of payment of Earnest Money Deposit Earnest	Bidder/Lead Member	No	
17	Copy of PAN and GST no.			

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

APPENDIX-I

FORMAT FOR FINANCIAL PROPOSAL

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

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

APPENDIX II

PASSENGER TRAFFIC DATA

AT

Pune AIRPORT

PASSENGER MOVEMENTS FORECAST

[The illustrated below indicative passenger traffic forecast is based on past and present trends and should be treated as indicative forecast only. Hence, it is advised that prospective bidders should make their own assessment before submitting their proposals. It is to be noted that no dispute shall be entertained due to variations in forecast with actuals. And, the concessionaire shall not be entitled to any revision of MMG / Quoted rate per passenger or any other relief from the Authority on account of any adverse effect of variation in the below illustrated indicative passenger traffic forecast with actuals.]

AN INDICATIVE PAX TRAFFIC FORECAST PROJECTION at Pune Airport	
Year	PASSENGER MOVEMENTS
2022-23	7694824
2023-24	9257789
2024-25	10762555
2025-26	12060613
2026-27	13515422
2027-28	14869852
2028-29	16360043
2029-30	17999607

APPENDIX III

AIRPORTS AUTHORITY OF INDIA
DRAFT CONCESSION AGREEMENT

FOR

**ADVERTISING RIGHTS CONCESSION TO
DESIGN, DEVELOP, OPERATE AND MARKET
THE ADVERTISING OPPORTUNITY**

AT

Pune AIRPORT



CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“**Agreement**”) made and executed at
..... on this _____ day of _____ 202--. BY AND BETWEEN:

1. The Airports Authority of India, acting through its Chairman (hereinafter referred to as “**Authority**”, which expression shall unless repugnant to the context or meaning thereof, includes its successors and assigns) of the **FIRST PART**; and
2. _____, a sole proprietor or a partnership firm or a private/public company/ registered under the Indian Partnership Act 1932 or limited liability Partnership Act, 2008 or Companies Act 1956/2013, as applicable, and having its Registered Office (if applicable) at _____ (hereinafter referred to as the “**Concessionaire**” which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**.

The Authority and the Concessionaire are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. **The Airports Authority of India (AAI)** is an authority (the “**Authority**”) established under the Airports Authority of India Act., 1994 (the “**AAI Act**”), which is responsible for the development, operation, management and maintenance of airports in India.
- B. The Authority has undertaken the development of the Airport which is located **at Pune Airport**. The Airport Include all its present terminal building, equipment facilities and systems.
- C. The Authority, with the objective of providing better amenities to the Airport Users and in the overall public interest, is desirous of awarding the **Advertisement Rights Concession to design, develop, operate, and market the advertising opportunity at Pune airport** (the “**Concession**”), to a private entity, in accordance with the terms and conditions set forth herein.
- D. Pursuant to the above, the Authority prescribed the technical and commercial terms and invited proposal from the intending bidders including, inter-alia,{the Selected Bidder} in terms of the Request for Proposal No (E-Bid No.)..... dated..... (the “**RFP**”).
- E. After evaluation of the Proposals received, the Authority has accepted the Proposal of
{the Selected Bidder [consortium comprising....., and

(collectively the “**Consortium**”) with as its Lead member}} and issued a Letter of Intent to Award bearing No dated(hereinafter called the "**LOIA**"), prescribing inter alia, the terms and conditions of execution of this Concession Agreement.

- F. Subsequently{the Selected Bidder} has, in terms of RFP and the LOIA, fulfilled the following pre requisites to the execution of this Agreement within the prescribed Business Incubation Period. The RFP and LOIA would form integral part of this concession agreement
- G. The Selected Bidder, in case of Consortium, has since promoted and incorporated such a Special Purpose Vehicle (SPV) bearing the name [.....] as the Concessionaire under the Companies Act, 2013 in accordance with the terms of the RFP, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOIA, including the obligation to enter into this Agreement for executing the Concession.
- H. By its letter dated..... the Concessionaire has also joined in the said request of the Selected Bidder to Authority to accept it as the entity which shall undertake and perform the obligation and exercised the rights of the Selected Bidder under the LOIA including the obligation to enter into this Agreement pursuant to LOIA for executing the Concession. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purpose hereof.
- I. Pursuant to the aforesaid process and relying upon representations and warranties made by the Selected Bidder, the Authority has agreed to the said request of the Selected Bidder and the Concessionaire, and has accordingly agreed to enter into this Agreement with the Concessionaire for the purpose of performance/ implementation and execution of the Concession subject to and in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE - 1 [DEFINITIONS & INTERPRETATION]

1.1. Definitions & Interpretations

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

1.1.1. In this Agreement, unless the context otherwise requires:

- (a) Words denoting the singular number shall include the plural and vice versa;
- (b) Heading and bold typeface are only for convenience and shall not affect the construction of this Agreement;
- (c) References to the word “include” or “including” or “such as” shall be construed without limitations;
- (d) Save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, lease, license or document of any description shall be construed as reference to that agreement, deed, instrument, lease, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference, provided that this Sub-Clause (d) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (e) A reference to an Article or a Clause or Schedule is, unless indicated to the contrary, a reference to an article or a clause or schedule of this Agreement;
- (f) Words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
- (g) Reference to dates and times shall be construed to be references to Indian dates and times;
- (h) The schedules to this agreement shall form an integral part of this Agreement and shall be read along with this Agreement;
- (i) The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (j) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;

- (k) Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates, provided that, if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (m) References to Recitals, Articles, Clauses, Sub-Clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-Clauses, Provisos and Schedules of or to this Agreement;
- (n) The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of damages (“Damages”);
- (o) The words ‘hereof’, ‘herein’, ‘hereto’ and ‘hereunder’ and words of similar import, when used in this Agreement or any other Bidding Documents, shall refer to this Agreement or such other Bidding Documents, as the case may be, as a whole and not to any particular provision of this Agreement or such other Bidding Documents, as the case may be;
- (p) In addition to terms defined in Clause 1.1, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires, and
- (q) Any consent or approval required from the Authority under this Agreement shall mean the prior written consent of the Authority.

1.1.2. Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in 3 (three) physical copies and an electronic copy, and if the Authority is required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

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

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

1.2. Priority of Agreements and Errors/Discrepancies

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

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

1.2.2. In other words, the Agreement at 1.2.1 (a) above shall prevail over the agreements and documents at 1.2.1 (b) above. Provided further that in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) between the Articles of this Agreement and the Schedules, the Articles shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the drawings and the specifications and standards, if any, the latter shall prevail;
- (e) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE - 2 [THE CONCESSION]

2.1 The Concession

- 2.1.1 Relying and acting upon the Proposal submitted by the Selected Bidder, and the representations, warranties and covenants of the Concessionaire as more particularly set out hereunder, the Authority hereby grants and authorizes the Concessionaire for **Advertisement Rights Concession to design, develop, operate, and market the advertising opportunity at Pune airport** and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (the “**Concession**”).
- 2.1.2 The Authority hereby grants to the Concessionaire a Advertisement Rights to access the Concessioned premises during the Concession Term, in order to undertake and discharge its rights and obligations pursuant to the Concession. It is clarified that neither the Concession nor the access rights in relation to the Sites(s) shall create any tenancy rights or any other right, title or interest of any kind or nature whatsoever in relation to the Advertisement locations in favor of the Concessionaire other than the permissive right of use, hereby granted in respect of the Concession. The Authority shall be in possession and full charge and control of the advertisement locations at all times and the Authority shall at all times have free and unobstructed access to these advertisement locations handed over to the concessionaire.
- 2.1.3 In consideration of the Concession granted by the Authority in accordance with the terms hereof, the Concessionaire agrees to pay the Concession Fee to the Authority in accordance with the terms and conditions set forth herein. The Concessionaire also agrees to pay to the Authority and/or to its respective appointed service provider(s), the Charges for utilities and other services used by Concessionaire and to perform all such obligations of the Concessionaire as are required, in the manner and in accordance of the terms and conditions as set out under this Agreement.
- 2.1.4 **Scope of Concession:** - As detailed in Chapter 5 of RFP

2.2 The Concession Term: - Seven (07) Years

- 2.2.1 The term of the Concession (the “**Concession Term**”) shall commence on the Concession Fee Commencement Date and shall terminate on the **Seventh (07th) anniversary** of the Concession fee Commencement Date, unless terminated or extended in accordance with the terms and conditions of this Agreement.
- 2.2.2 The Concession Term shall be reckoned from the Concession Fee Commencement Date. For the sake of clarity, the Concession Term of Advertisement Area under Additional Locations handed over to the Concessionaire at subsequent stages shall terminate on the expiry date of the Concession Term already notified at **Clause 2.2.1** of this concession agreement herein above.

2.3 The Assigned Area

The Assigned Area under the Concession shall be 7802.44 Sq ft consisting of 6328.4 Sq.Ft. towards Indoor advertisement, 1152 Sq.ft. towards Outdoor advertisement and 322.04 Sq.ft. towards Short term avenues) which would be handed over on the Access Date as per Location Layout Plan of RFP.

2.4 Partial or Full Relocation of the Concession

- 2.4.1 The Concessionaire agrees and acknowledges that the Authority may require the Concessionaire to partially or fully relocate its operations on account of security, statutory, operational or developmental issues. Such relocations would however be governed and regulated in terms of various definitions mentioned in **Chapter-5** of the RFP.
- 2.4.2 Notwithstanding anything contrary herein, in the event of such relocations the Authority shall not compensate the Concessionaire for any costs related to relocations except the reliefs already built in for such eventualities.

2.5 Concession restricted to operation of Advertising sites.

- 2.5.1 The Concessionaire agrees that the Authority does not grant and has not granted any other right pursuant to this Agreement, except the right to use the Site(s) in accordance with this Agreement.
- 2.5.2 The Concessionaire agrees that the Advertisement Locations shall only be used for operating and executing the Concession and for no other purposes, and use of the same for any other purpose shall require prior written approval of the Authority, which approval shall be at the sole discretion of the Authority and which may be subject to payment of such additional Concession Fees as may be prescribed by the Authority.
- 2.5.3 The Concessionaire agrees and acknowledges that prior to the execution of this Agreement, it has made a complete and careful examination and an independent evaluation of the business opportunity and operating conditions at the airport and has determined the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by it at present as well as in the course of the performance of its obligations under this Concession Agreement. The Concessionaire further acknowledges that except as may be particularly set out hereunder, the Concessionaire does not rely on any representations made by the Authority, at any time whatsoever, and that the Concessionaire has made its own independent evaluations for entering into this Agreement. The Concessionaire further acknowledges and agrees that the Authority has neither guaranteed nor guarantees, in any manner express or implied, the scope of the business and the Concessionaire shall not have any right (and hereby waives any such rights) to bring any claim against, or recover any compensation or other amount from the Authority and the Authority has made no representation as to the suitability or profitability of the same.

2.6 Additional Site(s)

Subject to the provisions of Clause 2.3 herein above, the Concessionaire agrees and acknowledges that it shall not be entitled for any additional area (“**Additional Location s**”), apart from the Original Locations, granted to the Concessionaire under the terms and provisions of this Concession Agreement subject of course to mutual consent of the parties.

2.7 Withdrawal of Advertisement Locations(s)

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

2.8 Change in Terminal Building

In the event of shifting of passenger operations from an existing passenger terminal building to a newly commissioned passenger terminal building and associated traffic movement facilities the procedure and protocol specified at **Chapter 5 of the RFP** forming part of the Concession Agreement would be followed.

ARTICLE - 3 [OBLIGATIONS OF THE CONCESSIONAIRE]

3.1 Obligations of the Concessionaire

- 3.1.1 Subject to and on the terms and conditions of this Concession Agreement, the Concessionaire shall at its cost and expense procure, finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Concession and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 3.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 3.1.3 Subject to Clauses 4.1.1 and 4.1.2 of Article 4, the Concessionaire shall discharge its obligations in accordance with Good Industry Practices and as a reasonable and prudent person.
- 3.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Concession;
 - (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
 - (d) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
 - (e) not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement;
 - (g) support, cooperate with and facilitate the Authority in the implementation and operation of the Concession in accordance with the provisions of this Agreement; and

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

3.2 Obligations relating to Shareholding and Ownership

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

3.2.2. The Concessionaire agrees and acknowledges that:

[] shall, for the entire duration of the Concession Term, hold greater than fifty per cent (50%) of the subscribed and paid up equity share capital of the Concessionaire; and [] and [], ...] shall collectively hold one hundred percent (100%) of the subscribed and paid up equity share capital of the Concessionaire at all times until the end of the third Concession Year.

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

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

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

For the purposes of this Clause 3.2.4:

- (a) the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any

statutory re- enactment thereof as in force as on the date of acquisition of Equity Capital, or transfer of control of the Board of Directors, as the case may be, of the Concessionaire;

- (b) the indirect transfer or control of legal or beneficial ownership of Equity Capital shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and
- (c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity Capital of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity Capital of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

3.2.5. Any guidelines / instructions issued by the Authority on business processes related to food and beverages, retail, advertisement, ground transport and others including tenancy guidelines will be binding on the Concessionaire.

3.3 Employment of Foreign nationals

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

3.4 Employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

Further, the Concessionaire shall not, employ any of the officials of the Authority, for a period of two years after such an official cease to be under the employment of the Authority (for any reason whatsoever), unless a specific prior written approval from the Authority in respect of such employment/engagement, is procured by such concerned official.

ARTICLE - 4 [OBLIGATIONS OF AUTHORITY]

4.1 Obligations of the Authority

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

4.2 Obligations relating to Transfer

The Authority agrees that during the Concession Term, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that

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

ARTICLE - 5 [REPRESENTATIONS AND WARRANTIES]

5.1 Representations and Warranties of the Concessionaire

5.1.1 The Concessionaire represents and warrants to the Authority that:

- (a) it is duly incorporated, if applicable, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) the information furnished in the Bid by the Selected Bidder and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (d) the Selected Bidder (including the Members thereof, if any) has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (e) it has the financial standing and capacity to undertake the Concession;
- (f) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (g) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (i) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it or the Selected Bidder at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in material adverse effect;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in material adverse effect;
- (k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;

- (l) subject to receipt by the Concessionaire from the Authority any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement, upon termination of this Agreement, all rights and interests of the Concessionaire under this Agreement shall pass to and vest in the Authority on occurrence of the end of the Concession Term or the expiry of any valid Notice of Termination free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or Authority;
- (m) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Authority or to any Government Authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (n) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession;
- (o) without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Concessionaire Managed Locations, requirements, commercial viability and potential of the Concession, and the information provided to it as part of the bid documents or otherwise, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder;
- (p) all undertakings and obligations of the Concessionaire arising from the Request for Proposal or otherwise shall be binding on the Concessionaire as if they form part of this Agreement;
- (q) the Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Concessionaire.

5.2 Representations and Warranties of Authority

Authority represents and warrants to the Concessionaire that:

- (a) Authority has full power and authority to grant the Concession;
- (b) Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) this Agreement constitutes Authority's legal, valid and binding obligation enforceable against in accordance with the terms hereof;

- (d) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- (e) it has complied with Applicable Laws in all material respects;
- (f) it has good and valid right to the locations, and has power and authority to grant a Concession in respect thereto to the Concessionaire; and
- (g) upon the Concessionaire paying the Concession Fee and performing the covenants herein, it shall not at any time during the term hereof, interfere with the peaceful exercise of the rights and discharge of the obligations by the Concessionaire, in accordance with this agreement.

5.3 Obligation to notify change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE - 6 [DISCLAIMER]

6.1 Disclaimer

- 6.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and Standards, Site, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 5.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- 6.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 6.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, [the Consortium Members and their] Affiliates or any person claiming through or under any of them.

ARTICLE - 7 [SECURITY DEPOSIT]

7.1 Security Deposit

7.1.1 In order to ensure timely payments of the Concession Fee and any other fees and charges stipulated hereunder, payable by the Concessionaire to the Authority and due performance of its obligations under this Agreement, the Concessionaire shall deposit with the Authority, an interest-free refundable security deposit (“Security Deposit”) in the following amounts:

Concession term	Security deposit description
1 st Year	Amount equivalent to 50% of Eight (08) months’ MMG of the first Concession Year
2 nd to 4 th year	Equivalent to Eight (08) months of average monthly concession fee paid during the 1 st Concession Year X 2
5 th year onwards	Equivalent to Eight (08) months of average monthly concession fee paid during the 4 th Concession Year

- (b) In the first year, Security amount shall have to be deposited on or before the date of execution of this Agreement.
 - (c) The Concessionaire shall have the option to deposit a single Bank Guarantee for stipulated amount or two Bank Guarantees amounting to stipulated amount at its own cost. Security amount may be deposited is Cash also. Security Deposit furnished in the form of Bank Guarantee(BG) is to be issued by a Scheduled Bank having a validity period of 180 days from the date of expiry of contract. BG from Cooperative Bank (even scheduled) or in the form of FDR is not acceptable.
 - (d) The Concessionaire shall provide Security Deposit based on full concession fee from 2nd year onwards. It shall ensure that security deposit based on full concession fee is submitted within 60 days of completion of 1st year / 4th year of the concession term as the case may be as per the provisions stipulated above.
 - (e) The Authority reserves the right to modify the definition of Security Deposit and enhance the same according to prevailing Authority policies and guidelines from time to time. The Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.
- 7.1.2 Failure of the Concessionaire to provide and/or maintain the Security Deposit for the prescribed amounts in accordance with the provisions hereof, shall entitle the Authority to forfeit and appropriate the Security Deposit as damages, and to terminate this Agreement in accordance with Article 19.

7.2 Appropriation of Security Deposit

- 7.2.1 Upon occurrence of a Concessionaire Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant sums from the Concessionaire's Security Deposit. Upon such appropriation from the Security Deposit, the Concessionaire shall, within 15 (fifteen) days thereof, replenish the Security Deposit by the sum appropriated, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 19.
- 7.2.2 Upon the aforesaid replenishment (or furnishing of a fresh Security Deposit, as the case may be) and in the event of the Concessionaire not curing its default within a period of thirty (30) days, the Authority shall be entitled to appropriate relevant sums from the Concessionaire's Security Deposit, and to terminate this Agreement in accordance with Article 19. Further, the Authority shall be at liberty to invite fresh Proposals at the risks and costs of the Concessionaire.

7.3 Method to deposit Security Deposit

The amount of Security Deposit to be furnished by the Concessionaire in the form of cash shall be deposited through Real Time Gross Settlement System (RTGS) to provide for real time inter-bank payment in favour of such account as may be prescribed by the Authority from time to time.

7.4 Release of Security Deposit

The Security Deposit referred to in this Article shall be refunded to the Concessionaire 180 (one hundred and eighty) days after the expiry / termination of this Agreement, subject to full and final settlement of any liabilities, claims, penalties, damages or outstanding dues that may be pending against the Concessionaire and subject to vacant and peaceful hand over of the Advertisement Sites by the Concessionaire.

7.5 Set-Off Clause

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of seven (07) days to the licensee, by set-off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

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

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

ARTICLE - 8 [Assigned Advertisement Area]

8.1 The Advertisement Location (s)

The Concession shall comprise of the Advertisement Locations in accordance with the limitations of Advertisement Location Layout as per assigned advertisement area licensed in terms of this RFP. The Original Location Layout plan however would form integral part of this Concession Agreement. Any changes during the currency of the Concession however would be regulated and governed in accordance with the definitions ascribed already in respect of those situations in the RFP. The leave and license shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Concession Agreement in respect of Advertisement Locations comprising the Location Layout Plan.

8.2 Licence and Access

8.2.1 In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Access Date, leave and licence rights in respect of all the Location(s) described at 8.1 above, on an "as is where is" basis, free of any Encumbrances, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Advertisement sites where these are located. It is expressly agreed and understood that the Authority shall have no liability whatsoever in respect of any expenditure incurred by the Concessionaire on or about these Advertisement Locations pursuant hereto in the event of Termination or otherwise.

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

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

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

8.2.5 It is expressly agreed that all fixtures of the Advertisement Locations are and will remain the property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

8.3 Handover of the Advertisement Location(s)

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

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

8.4 Advertisement Location (s) to be free from Encumbrances

Subject to the provisions of Clause 8.3 above, the Advertisement Location shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the use of such Site for the duration of the Concession Term, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Advertisement sites shall not be deemed to be Encumbrances.

8.5 Protection of Advertisement Location(s) from encroachments

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

8.6 Access to the Authority and Independent Auditor

The Concession, access and right to the Advertisement Location granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Independent Auditor and their employees and agents for inspection, viewing and exercise of their right and performance of their obligation under this Agreement.

8.7 Utilization of Vacant Sites

8.7.1 The Concessionaire shall utilize any Sites which have not been sold /booked by any Advertiser for display of Advertisements and are not displaying any Advertisements as follows:

- (a) The Concessionaire shall utilize the vacant Sites for promotion of its Concession, design, content, etc.;
- (b) Such vacant Sites shall be maintained and kept in clean and tidy condition;
and

ARTICLE – 9

[CONSTRUCTION OF ADVERTISEMENT STRUCTURES]

9.1 Obligations Prior to Commencement of Hardware Installation Work

Prior to commencement of Hardware Installation Works as per the approved Media Plan, the Concessionaire shall:

- (a) Submit to the Authority a detailed program comprising of its installation methodology, time schedule and other details;
- (b) Appoint it's representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
- (b) Undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of hardware installation under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- (d) Make its own arrangements for sourcing of materials needed for the Hardware Installation under and in accordance with the Applicable Laws and Applicable Permits.

9.2 Conduct during Gestation Period

During the Gestation Period, the Concessionaire shall maintain, at its cost, the Advertisement locations as may be necessary for the efficient progress of Hardware installation works which would be necessary for safe usage of the Airport Terminal by the Airport Users and conforms to Good Industry Practices. In the performance of its activities during the Gestation Period, the Concessionaire shall cause minimum interruption to the Airport Operations, provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Authority, which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring that its activities at the Site do not affect the safe and smooth operation of the Terminal.

9.3 Construction of Advertisement Structures at Alternate Locations

In the event of original Advertisement Locations have to be shifted to the Alternate location(s) the Concessionaire shall undertake the Hardware Installation Work at such Alternate Site(s) in accordance with the provisions hereof.

ARTICLE-10 [CONCESSION FEE]

10.1 Concession Fee

In consideration for the grant of Concession, the Concessionaire shall pay to the Authority, a concession fee (the "**Concession Fee**") in respect of Advertisement Location(s) (including Alternate Site(s), if any) comprising the Assigned Advertisement Area at the agreed rates in accordance with the terms and conditions of this concession agreement.

10.2 Determination of Concession Fee and Annual escalation of License fee: -

10.2.1 The Concessionaire agrees and undertake that the concession fee shall be payable as under :

- (i) For the first year: - 50% of "Minimum Monthly Guarantee (MMG)" or 50% of "Quoted rate per Passenger X Number of total passenger", whichever is higher per month plus applicable GST/Taxes.
- (ii) Second year onwards: - "Minimum Monthly Guarantee (MMG)" or "Quoted rate per Passenger X Number of total passenger", whichever is higher per month plus applicable GST/Taxes.
- (iii) The Concession fee for a part of the month shall be determined in proportion to the number of days considering the month to be thirty (30) days. However, any GST applicable with respect to the grant of right to use the Advertisement Space(s) shall be borne by the Concessionaire and shall not be deducted from the Concession Fee.

10.2.2 In respect of the additional Advertisement Locations over and above the tendered area handed over at a subsequent stage, the Concession Fee applicable will be the Concession Fee applicable for Advertisement Locations handed over at the first instance. For the sake of clarity, if additional Location is handed over in the Second Concession Year, the Concession Fee applicable for such location will be the Concession Fee for Second Concession Year.

10.2.3 "Annual escalation of License fee" :

Both, MMG and Quoted Rate per passenger shall be escalated @ 5% per annum.

10.2.4 An Illustration i.r.o Monthly Licensee Fee payable is appended below for sole awareness purpose only:

<u>Year</u>	<u>Payable monthly License Fee</u>	<u>Sample calculation</u>
	Rate per passenger X Number of total passengers (Arriving + Departing) of the corresponding month OR MMG, whichever is higher	Say, a) Quoted Rate per passenger = Rs. 10/- b) MMG = Rs 1,00,000/- c) Number of total passengers of the corresponding month = 12,000
1 st Year	50% of quoted rate per passenger X number of total passengers (Arriving + Departing) of the corresponding month OR 50% of MMG, whichever is higher	Rs 5 X 12,000 = 60,000 OR Rs. 50,000/-, whichever is higher, implies that: - Payable monthly License Fee = Rs. 60,000/-
2 nd year	Rate per passenger with 5% increase in Quoted Rate per passenger X Number of total passengers (Arriving + Departing) of the corresponding month OR MMG with 5% increase on 1st year MMG, whichever is higher	Rs 10.5 X 12,000 = Rs. 1,26,000/- OR Rs. 1,05,000/-, whichever is higher, implies that: - Payable monthly License Fee = Rs. 1,26,000/-
3 rd Year onwards	Both "Rate per passenger" and "MMG" of the previous year to be annually escalated @ 5% each.	

10.3 Taxes

The Concessionaire agrees and undertakes that the concession fee paid to the Authority shall be exclusive of Taxes and all Taxes shall be paid over and above the concession fee. The payment of applicable Taxes in respect of the concession fee and any other taxes applicable under the law shall be the obligation of the Concessionaire and shall be borne by the Concessionaire.

10.5 Payment of Concession Fee

10.5.1 Except as expressly specified otherwise, the monthly payment of Concession Fee shall be made by way of direct transfer into the Authority's bank account as per the details states below:

10.5.2. Details of bank account of the Authority:

- (a) Account Name - < >
- (b) Account Type - < >
- (c) Bank A/c No. - < >
- (d) Bank Name/Branch Address - < >
- (e) IFSC Code - < >
- (f) MICR Code - < >
- (g) PAN No. - < >
- (h) GST No. - < >

(i) NEFT/RTGS enabled - <Yes>

10.5.3 The Authority shall raise an invoice to the Concessionaire for Monthly Concession Fee, Space Rent and CAM Charges, in accordance with the terms and conditions of this Agreement, by 10th of the succeeding month to which billing pertains. Irrespective of receipt of any invoice from the Authority, the Concessionaire shall be bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th of the same month (i.e. the succeeding month to which billing pertains). Any delay in the aforementioned payments shall attract an interest on the delayed amounts at the rate of 9% per annum from the respective due date for up to 30 days of delay. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1 of the Concession Agreement.

10.5.4 All payments towards Concession Fee, payable by the Concessionaire to the Authority, shall be in Indian Rupees.

10.6 Effect of Traffic variation on Concession Fee

The Concessionaire hereby acknowledges and agrees that there shall be no revision in MMG on account of increase/decrease in passenger traffic at the Airport in the normal course of business. However, the escalation as per clause 10.2.3 shall prevail.

10.7 Independent Audit

The Authority may in its discretion direct the Concessionaire to submit duly audited accounts or any other related information by Concessionaire's Chartered Accountants at its own cost as may be required by the Authority or its auditors for the purpose of such independent audit.

ARTICLE -11 [OPERATION AND MAINTENANCE]

- 11.1** The Concessionaire shall use the Advertising Locations for the sole purpose of displaying the Advertisement content in accordance with Good Industry Practices, standards and specifications with a view to compliment the image of the Airport as envisaged by the Authority.
- 11.2** 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 Advertisement Spaces apply, pay for and comply with the conditions of all Permits or Approvals.
- 11.3** The Concessionaire 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 r u l e s 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.
- 11.4** The Concessionaire shall obtain requisite utility connections from the nearest available sources provided by the Authority and shall install its own metering devices. All metering devices shall be tested and calibrated to the satisfaction of the Authority.
- 11.5** 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.
- 11.6** The Concessionaire shall maintain the Advertisement Spaces in each of the 365 days in a year in order to provide a high level of ambience and décor at the Airport, unless instructed otherwise by the Authority in writing.
- 11.7** 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 Advertisement Sites at the Airport.
- 11.8** It is hereby clarified that any or all of the Advertisement Locations may fall under security area and the ingress and egress to the area may be monitored and regulated by Bureau of Civil Aviation Security or any governmental authority or its authorized representatives. The Concessionaire shall, at its own risk and cost and as a condition precedent to handover of these locations, obtain and maintain the necessary security clearance/ Airport Entry Permits (AEPs) for the Concessionaire and its employees/personnel from the Bureau of Civil Aviation

Security (BCAS) or any Governmental Authority or its authorized representatives at its own cost and risk and the Authority may assist and co-operate with the Concessionaire for obtaining the necessary Airport Entry Permits (AEPs). However, the Authority shall not be responsible in the event BCAS refuses to grant clearance to the Concessionaire or its employees/personnel. The Concessionaire shall be liable and responsible for planning the movement of its goods and services in line with BCAS/Security requirements to ensure problem free and uninterrupted operations.

- 11.9** The following documents (and such other documents as may be required by the appropriate Governmental Authorities from time to time) shall be required by the Concessionaire to be submitted to the Authority for facilitating the security clearance process and other administrative processes, within 07 (seven) days of intimation by the Authority:

For the security vetting of the Concessionaire, the following documents shall be submitted to the Authority:

- (a) Memorandum and Articles of Association of the Concessionaire;
- (b) Company Profile;
- (c) Promoters' details;
- (d) Copy of Letter of Intent to Award/ this Agreement;
- (e) Form 32 providing the details of the Directors; and
- (f) Copy of latest balance sheet.

The successful tenderer shall be required to submit Security Programme (as per Format A & A1 available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) to the RDCOS office through Pune Airport for issuance of Security Clearance / approval, for operating the facility in Security Restricted Area, within Business incubation period. The successful bidder also has to submit Security Programme online through e-sahaj portal (<https://esahaj.gov.in>) and a copy of the online receipt of the application has to be forwarded to office of RDCOS through AAI along with the aforesaid documents in hardcopy. Further the Concessionaire shall submit 3 sets of the security program as per the prescribed format of BCAS for permission to operate in the Security Restricted Area.

- 11.10** For the purpose of obtaining the Airport Entry Passes (Operations) in respect of the employees and personnel of the Concessionaire, the following documents (and such other documents as may be required by the appropriate Governmental Authorities from time to time) needs to be submitted to the Authority:

- (a) A copy of the Security Clearance of the Concessionaire by the relevant security agencies;
- (b) The approval copies of the security program;
- (c) Copy of Letter of Intent to Award/Agreement;
- (d) Duly filled Airport Entry Pass Request Forms;
- (e) Two (02) photographs of each of the Individuals (Concessionaire's personnel);
- (f) Police Verifications of Individuals from relevant SHO /SP/Police Authority; and
- (g) copy of valid passports/other photo identifications, duly self-attested by a notary.

11.11 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.

11.12 The Concessionaire shall, at the instructions of the Authority, participate in any promotional activity of a Governmental Authority, intended for distribution and/or dissemination of any public service message.

11.13 The Concessionaire agrees and acknowledges that the Concessionaire shall at all times comply with the service standards as may be prescribed by the Authority.

11.14 Prohibitions

11.14.1 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.

11.14.2 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.

11.14.3 The Concessionaire shall not install or suffer to be installed in the Advertisement 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.

11.14.4 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.

11.14.5 The Concessionaire shall not do or permit or suffer to be done at the Location(s) anything which may be or become a nuisance, annoyance, inconvenience or disturbance to the Authority or to any of the Authority's concessionaires or occupiers of any adjoining or neighboring premises or visitors to the Airport.

11.14.6 The Concessionaire shall not leave any waste materials or other refuse in or near the Sites 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.

11.14.7 The Concessionaire shall at all times comply with all BCAS guidelines as may be applicable to its operations at the Airport.

11.14.8 The Concessionaire shall not store at any time explosives, petroleum, spirit or other highly inflammable substance and noxious or objectionable smokes, fumes, gases, vapours or odours at its advertisement Location(s) and Service Area(s).

11.14.9 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.

11.15 General

11.15.1 The Concessionaire shall, subject to the approval of Authority, design, fabricate, install and maintain each Advertising Display.

11.15.2 The Concessionaire shall ensure that the display content at each Advertising Location shall conform to the guidelines of Advertisement Standards Council of India in addition to the following:

- a. Conform to the Applicable Laws and regulations and should not offend the morality, decency and religious susceptibilities of public;
- b. Not deride any race, caste, color, creed or nationality;
- c. Not incite crime, disorder, violence, breach of law or glorify violence or is anti-national integrity and security;
- e. Not directed toward any religious or political end
- f. Conform to code of conduct as prescribed by the Election Commission of India with regard to display of Advertisements at Public places during Election Process at the Airport of Concession

11.15.3 The Concessionaire shall also be solely responsible to pay any charges, taxes, cess or levies that any competent authority may impose on putting up signage within or outside the Passenger Terminal Buildings.

11.15.4 The concessionaire shall be responsible, in case any staff of Licensee is found to be in an inebriated condition/ indulging in bad conduct/ creating nuisance/ willfully damaging or tampering the sites/ property of the Authority. An indicative list violations are provided for better understanding as below:

- a) Any staff of Licensee found in drunken condition/indulging in bad conduct.
- b) Any staff of the Licensee found creating nuisance.
- c) Improper maintenance & defacement of the Airport Property.
- d) Dishonor of Cheque and Drafts submitted by Licensee to AAI.
- e) Misbehavior with staff and commuters of AAI.
- f) Not following safety and security norms as may be indicated by authorized representative of AAI.
- g) Misusing Electricity or tampering with energy meter.

11.16 Liquidated Damages for O&M Defaults

If the Concessionaire fails to comply with its O&M obligations or commits any infraction thereof or fails to perform its function in accordance with this Agreement the Authority shall, in addition to any other available remedy, be entitled to levy and

the Concessionaire shall be liable to pay, liquidated damages, as specified in **Schedule E** of this Agreement, in respect of such infractions.

11.17 Service Standards and other covenants

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

ARTICLE - 12 [SAFETY REQUIREMENTS]

12.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Airport Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety program for providing a safe and hygienic environment in or around the Advertisement Locations.

12.2 All costs and expenses arising out of or relating to Safety and Hygiene Requirements shall be borne by the Concessionaire

12.3 Fire Safety Regulations and Requirements

12.3.1 The Concessionaire shall, wherever required, obtain the requisite approvals from the Airport Fire and Rescue Services, for the purposes of the operating the concession.

12.3.2 The Concessionaire shall ensure that, if directed by Airport Fire and Rescue Services the fire protection systems are provided at the Location(s) and Service Area(s). However, these Fire Protection Systems wherever provided are checked and serviced at least once annually by trained persons of an approved organization, authorized by the relevant authorities and a label certifying that the equipment and/or system is checked shall be attached to the same.

12.3.3 Prohibited substances found on/in Advertisement locations shall be confiscated and destroyed by the Authority and the cost thereof or such penalties as the Authority shall impose from time to time, shall be borne by the Concessionaire and paid within 15 days from the date of written notice from the Authority.

12.3.4 Any non-compliance of fire safety requirements, procedures or measures as may be notified by the Authority shall be rectified by the Concessionaire within 30 (thirty) days from the date of such notification. After the thirty-day period, the Authority would carry out an inspection to ensure compliance.

12.3.5 If there are any outstanding deficiencies or deficiencies not rectified to the satisfaction of the Authority as observed during the inspection and where these deficiencies are material, the Authority shall give the Concessionaire a further 15 days from the date of inspection to rectify the same before a further inspection is held. If the deficiency remains, the Concessionaire's business shall be suspended without compensation and the Concessionaire would be given another 15 days before action is taken to terminate this Agreement. Where the Authority finds that the deficiencies are minor, and the Concessionaire fails to rectify these after 14 days' notice to do so, the Authority shall take all steps necessary to rectify the same immediately thereafter and the Concessionaire shall bear all costs, expenses, or such charges as the Authority shall impose from time to time, incurred by the Authority.

12.3.6 The Concessionaire shall take part in organized fire safety activities by the Authority that include fire evacuation drills, fire warden briefings, fire safety campaigns and fire safety awareness talks.

ARTICLE- 13 [AIRPORT HEALTH /HYGIENE REQUIREMENTS]

13.1 Compliance of Airport Health and Hygiene Requirements

- 13.1.1 The Airport Health Officer/Medical Officer of AAI or persons authorised by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Licensee.
- 13.1.2 All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any persons authorised 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 the Concessionaire his agent and servants.
- 13.1.3 The Concessionaire shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
- 13.1.4 The Concessionaire his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in under or upon any land or building by or under the orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- 13.1.5 The Concessionaire 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 situation prejudicial to public health.

ARTICLE – 14 [PAYMENTS TO AUTHORITY]

14.1 Payments to Authority

14.1.1 The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Advertisement Locations comprised in the Concession in accordance with this Article.

- a) Concession Fee as agreed and as specified under Article Ten (10) and.
- b) Utility Charges, as per metered actual consumption.

14.1.2 The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Service Area(s) if allotted to the Concessionaire in respect of this concession in accordance with this Article.

- a) Space Rent at rates as notified from time to time.
- b) Common Area Maintenance (CAM) charges
- c) Utility Charges, as per metered actual consumption

14.2 Common Area Maintenance (CAM) Charges

14.2.1 The Concessionaire shall pay to the Authority, the Common Area Maintenance (CAM) Charges in relation to each of the Service Area(s) comprised in the Concession in accordance with this Clause. Such CAM Charges shall be at the rate of 10% (ten percent) of the AAI notified normal Space Rent applicable for such area, as may be notified by the Authority from time to time.

14.3 Utility Charges

14.3.1 The Concessionaire shall pay to the Authority or any other agency appointed by Authority in this regard, the Utility Charges for use of utilities such as electricity, water, etc. in relation to each of the backup office/ go down area, Service Area, Advertisement Display Location etc. comprised in the Concession in accordance with this Clause. Such Charges shall be paid by the Concessionaire to the Authority or any other agency appointed by the Authority in this regard, promptly and expeditiously. Such Utility Charges shall be payable at the rate prescribed by the Authority for actual usage to be metered. After raising bills by AAI in respect of electricity/utility charges the concessionaire would be under obligation to make payments within 14 days of bill date.

14.4 Delay of Payment

14.4.1 Penal Interest on Delayed Payments:

The Authority shall raise invoice(s) in accordance with the terms and conditions of the Concession Agreement by 10th of the succeeding month to which billing pertains. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th day of the same month (i.e. the succeeding month to which billing pertains) and Utility Charges within 14 days of respective invoice date, failing which interest at the rate of 9% per annum shall be charged from the due

date for delayed period up to 30 days. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1 of the Concession Agreement.

14.5 Mode of Payment

All payments under this Agreement from the Concessionaire to Authority shall be by way of online payment through Real Time Gross Settlement System (RTGS) to provide for real time interbank payment in favour of such account as may be prescribed by Authority from time to time. All such payments shall be confirmed by written notice/ communications. The Concessionaire agrees and undertake that it shall abide by any mode and method of payment decided by the Authority from time to time in respect of concession fee and other charges under this concession agreement.

ARTICLE - 15 [INSURANCE]

15.1 Insurance Cover

- 15.1.1.** It is expressly understood between the Parties that, the Concessionaire is solely responsible for all the structures, installations, equipment, fixtures, goods, materials, stocks or property of the Concessionaire or stored by the Concessionaire in the Concessionaire Managed Locations and for all its employees who render services at the Airport.
- 15.1.2.** The Concessionaire shall effect and maintain at its own cost, during the Gestation Period and the Concession Term, such insurances for such minimum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practices (the "Insurance Cover"). The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-assured party.
- 15.1.3.** The Concessionaire shall ensure that, each policy taken out pursuant to this Article 15.1 shall be increased from time to time to such amounts as would be effected in accordance with Good Industry Practices and as may be reasonably required, taking into account, amongst other things, market availability in respect of risks, liabilities and amounts of insurance.

15.2. Evidence of Insurance Cover

- 15.2.1.** All insurances obtained by the Concessionaire in accordance with this Article 15 shall be maintained with insurers on terms consistent with Good Industry Practices. Within fifteen (15) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate (s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least forty five (45) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

15.3. Waiver of Subrogation

- 15.3.1.** All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 15 shall include a waiver of any and all rights of subrogation or recovery of the insurers there-under against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

15.4. Concessionaire's Waiver

15.4.1. The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

15.5. Application of insurance proceeds

15.5.1. The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire and it shall apply such proceeds, in full, for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the facilities for the performance of obligations under this Concession.

15.6. Compliance with conditions of insurance policies

15.6.1. The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with the conditions imposed under the insurance policies effected in accordance with the provisions of this Agreement.

ARTICLE- 16 [CHANGE IN LAW]

16.1 Change in Law

“Change in Law” means any of the following events which have a Material Adverse Effect:

- (a) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any statute, rule, ordinance, regulation or order, treaty, convention, directive, guideline, policy having force of law; or
- (b) the imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Permit) in connection with the issuance, renewal or modification of any Applicable Permits after the date of this Agreement which renders the performance by the Concessionaire of any of the terms of this Agreement impossible or unviable; or
- (c) any Applicable Permit previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided any (i) imposition of new taxes, duties, cess and the like and/or the increase in taxes, duties, cess and the like effected from time to time by any Government Authority, and/or (ii) imposition of standards and condition of operations, maintenance and safety arising out of a new or revised Environmental Law; and/or (iii) imposition of standards and terms of employment and working conditions of labourers and workmen; and/or (iv) any rules or regulations stipulated by AERA or other regulatory authority having jurisdiction over the Airport in respect of the standards of service shall not constitute a Change in Law.

Provided further that (i) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any statute, rule, ordinance, regulation or order regulating or prohibiting the sale and/or consumption of Alcoholic Beverages shall not constitute a Change in Law.

16.2 The Concessionaire’s Remedy

- (a) In the event of Change in Law the Concessionaire may propose to the Authority modifications to the relevant terms of this Agreement which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement including extension of the Concession Term, so as to place the Concessionaire in substantially the same legal and financial position as it were prior to such Change in Law. Provided however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance, the Change in Law shall be deemed to be a Political Event, whereupon the provisions with

respect thereto shall apply.

- (b) Upon occurrence of a Change in Law, the Concessionaire shall notify the Authority, of the following:
- (i) the particulars, nature and the impact of Change in Law on the Concession;
 - (ii) in sufficient detail, the estimate of the additional time likely to be incurred by the Concessionaire on account of the Change in Law; and
 - (iii) the measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the additional time.

Notwithstanding the aforesaid, if in terms of Good Industry Practice, the event constituting a Change in Law could be insured, the concessionaire shall not be entitled to any remedy under this Article 16.2.

If as a result of Change in Law, the Concessionaire incurs a reduction in costs or other financial gain or benefit in connection with its development or operation of the Concession, the Concessionaire shall notify the Authority and pay to the Authority an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other financial gain or benefit as aforesaid. Without prejudice to the aforesaid, the Authority may, by notice in writing require the Concessionaire to pay an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other gain or benefit.

The Concessionaire shall make payment of such compensation within sixty (60) Days of the said financial benefit. If the Concessionaire shall dispute the quantum of such compensation claim of the Authority, the same shall be finally settled in accordance with the dispute resolution mechanism contained in Article 22 herein.

ARTICLE -17 [FORCE MAJEURE]

17.1 Force Majeure Event

17.1.1 As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Political Event and Other Events, as defined in Clause 17.2, Clause 17.3 and Clause 17.4 respectively of this Agreement, if it affects the performance by the Party claiming the benefit of Force Majeure (“**Affected Party**”) of its obligations under this Agreement and which act or event

- (a) is beyond the reasonable control of the Affected Party,
- (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practices, and
- (c) prevents the Affected Party from performing or discharging its obligations under this Agreement.

17.1.2 None of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

- (a) failure or inability to make any payment; or
- (b) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event.

17.2 Non-Political Events

17.2.1 Any of the following events which prevent the Affected Party from performing any of its obligations for a continuous period of not less than seven (07) days from the date of its occurrence, shall constitute a Non-Political Event:

- (a) act of God, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion at the site where the Airport is located (to the extent of contamination or radiation or fire or explosion originating from a source external to the Advertisement sites and by reasons not attributable to the Concessionaire or its contractor or any of their employees or agents;
- (b) strikes or boycotts (other than those involving the Concessionaire, its contractors or their respective employees/representatives, or attributable to any act or omission of any of them), and not being an Other Event set forth in Clause 17.4 of this Agreement, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or its contractors interrupting supplies and services to the Airport for a continuous period of twenty four (24) hours and an aggregate period exceeding seven (07) days in a financial year;
- (c) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable

Laws or Applicable Permits, or (ii) on account of breach of any Applicable Laws or Applicable Permits or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(d) the discovery of geological conditions, toxic contamination or archaeological remains on the Advertisement sites that could not reasonably have been expected to be discovered through a site inspection; or

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

Provided any strikes or boycotts or civil commotion or agitation by (i) the employees of Authority, or (ii) the employees of Airlines / aircraft carriers, or (iii) passengers, or (iv) Airport Users shall not constitute a Non-Political Event.

17.3 Political Events

17.3.1 A Political Event shall mean one or more of the following acts or events by or on account of any Governmental Authority:

(a) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the its contractors to perform their respective obligations under this Agreement and the Bidding Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any of its contractors' inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; or

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

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

17.4 Other Events

17.4.1 Any of the following events which prevent the Affected Party from performing any of its obligations under this Agreement for a continuous period of not less than seven (07) Days from the date of its occurrence, shall constitute the Other Event:

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

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

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

17.5 Notice of Force Majeure Event

17.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice

report such occurrence to the other Party forthwith (the "Notice"). Any Notice pursuant hereto shall include full particulars of

- (a) the nature, time of occurrence and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 17 with evidence in support thereof
- (b) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;
- (c) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
- (d) any other relevant information to the Affected Party's claim.

17.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

17.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information, as required by Clause 17.5.1 above, and such other information as the other Party may reasonably request the Affected Party to provide.

17.6 Period of Force Majeure

17.6.1 Period of Force Majeure shall mean the period from the time of occurrence specified in the Notice given by the Affected Party in respect of a Force Majeure Event until the earlier of:

- (a) expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Clause 17.8 of this Agreement; and
- (b) termination of this Agreement pursuant to Clause 17.10 of this Agreement hereof.

17.7 Resumption of Performance

17.7.1 During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable

assistance to the Affected Party in this regard.

17.8 Performance Excused

17.8.1 The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of the obligations. Provided that, the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

17.9 Costs, Revised Timetable

- 17.9.1 Upon occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- 17.9.2 The Affected Party shall be granted by the other Party, extension of time specified in this Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the Concession Term by the Authority in appropriate cases if permissible under Applicable Law.
- 17.9.3 Save and except as expressly provided in this Article 17, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

17.10 Termination Due to Force Majeure Event

- 17.10.1 If the Force Majeure event continues or is in the reasonable judgment of either party likely to continue beyond a period of one hundred and twenty (120) days, such party shall give a Notice of Intimation to the other party specifying whether after expiry of 120 days, they intend to terminate the Agreement or continue the Agreement on mutually agreed revised terms. Notice of intimation shall in any case be served before expiry of 120 days, failing which the Agreement shall be deemed to continue without any change.
- 17.10.1.1 In case either Party intimates to terminate the Agreement or if the Parties fail to reach an agreement on the mutually agreed terms within 15 days from expiry of 120 days' period, either party shall be entitled to terminate this Agreement in which event, following provisions shall apply:
- a) After the expiry of said period of one hundred and twenty (120) days of continuity of Force Majeure, the Affected Party, if not willing to enter into mutually agreed terms, may issue, in writing, a Notice of Termination of thirty (30) days commencing from 121st day, but where the party has entered into negotiation to arrive at mutually agreed terms and no mutually agreed terms

are arrived at, in such an event , the party shall issue a notice of termination of thirty (30 days) commencing from the 16th day of the negotiation period, to terminate this Agreement due to Force Majeure Event. The period of 30 days termination notice shall start running from the day it is served on opposite party after the expiry of 121st day or 16th day of negotiation as the case may be.

- b) If the Concessionaire serves a notice period shorter than thirty (30) days, then the Authority shall forfeit and appropriate the Security Deposit of the Concessionaire and debar the Selected Bidder(s)/Concessionaire for a period of three (3) years from future participation in tenders/RFPs floated by Authority. This provision shall be applicable irrespective of completion/ non-completion of minimum lock-in period.
- c) The Authority shall release and refund the Security Deposit to the Concessionaire, provided there are no outstanding claims of the Authority on the Concessionaire.
- d) The Concessionaire shall, within a period of thirty (30) days from the expiry / termination of this Agreement hand over the Advertisement sites, in good condition, in relation to which this Agreement has been terminated. The Concessionaire shall remove all its materials, belongings, etc. from such Advertisement sites at the Concessionaire's own cost, failing which the Authority shall have the right to take over such property and sell the same at such price as it may get, and utilize the proceeds towards payment of any outstanding amounts due from the Concessionaire (including cost of such removal).
- e) Save and except as otherwise expressly provided herein, the Authority shall not be liable to compensate the Concessionaire in any manner whatsoever in the event of earlier termination of the Concession for any reason whatsoever.
- f) During the period of the Notice of Termination, provisions of Article 19.7 shall apply.

18 ARTICLE -18 [EVENTS OF DEFAULT]

18.1 Events of Default

18.1.1 Event of Default means the Concessionaire Event of Default or the Authority Event of Default or both as the context may admit or require.

18.2 Concessionaire Event of Default

18.2.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Event of Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Security Deposit has been appropriated in accordance with Clause 7.2 of this Agreement and the Concessionaire fails to replenish or provide fresh Security Deposit within a period of fifteen (15) days;
- (b) subsequent to the replenishment or the provision of fresh Security Deposit in accordance with Clause 7.2 of this Agreement, the Concessionaire fails to cure, the Concessionaire Default for which whole or part of the Security Deposit was appropriated;
- (c) any representation or warranty of the Concessionaire herein contained is found to be materially false or misleading or the Concessionaire is at any time in breach of such representation or warranty by the Concessionaire;
- (d) the Concessionaire abandons or manifests intention to abandon the operation of the Concession prior to the expiry of one half of the Concession Term;
- (e) the Concessionaire has failed to make any payment to the Authority within the period specified thereof in this Agreement, provided that such a period may be extended by the Authority at its sole discretion and which may also attract interest / damages as applicable;
- (f) suo-motu suspension by the Concessionaire of the performance of its obligations under this Agreement for a period exceeding forty-eight hours (except during the subsistence of an event of Force Majeure);
- (g) damages as set forth in **Schedule E** for breaches of Article 11 and Article 13 cumulatively exceeding 1% of the Security Deposit in any given Year;
- (h) failure by the Concessionaire to operate and maintain Advertisement sites in accordance with the Applicable Laws and Applicable Permits;
- (i) cancellation, expiry, termination or a breach by the Concessionaire of any Applicable Permits or approvals required to perform this Agreement;
- (j) the Concessionaire directly or indirectly, undertakes or performs either itself or through an agency, sub-contract, sub-concession or otherwise, any activity other than activities provided for/ envisaged under this Agreement.
- (k) failure of Concessionaire to maintain Insurance(s) in accordance with

the requirements of this Agreement.

- (l) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by this Agreement;
- (m) a change in the shareholding/ownership of the Concessionaire has occurred in breach of the provisions of Clause 3.2 of this Agreement;
- (n) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Concessions;
- (o) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a material adverse effect on the Concession;
- (p) the Concessionaire submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (q) the Concessionaire defaults in complying with any other provision of this Agreement if such default causes, in the opinion of the Authority, a material adverse effect on the Authority or on the Concession.
- (r) The concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement.

18.2.2 The Concessionaire agrees and undertakes that for Concessionaire Events of Default as specified in Schedule E, the Authority shall be entitled to appropriate the relevant amounts mentioned therein from the Security Deposit even if they are cured within the Concessionaire's Cure Period as provided in Article 19.

18.3 Authority Event of Default

18.3.1 In the event that any of the defaults specified below shall have occurred, the Authority shall be deemed to be in default of this Agreement (the "**Authority Event of Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

- (a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a material adverse bearing on the Concessionaire; or
- (b) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (c) The Airport ceases to handle operation for processing of passenger traffic.

ARTICLE - 19 [TERMINATION]

19.1 Termination for Concessionaire Event of Default

19.1.1 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Event of Default, provided that such a default is not cured within a period of thirty (30) days (the “**Concessionaire’s Cure Period**”) from the date of a written notice by the Authority notifying the occurrence of a Concessionaire Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Notice of Termination of one hundred and twenty (120) days as defined in the RFP. The aforementioned Concessionaire’s Cure Period may be extended by the Authority in writing.

Provided that if the Authority notifies the Concessionaire of the occurrence of a Concessionaire Event of Default pursuant to any of Clauses 18.2.1. (b), (c), (d), (e), (n), (o) and (p) of this Agreement, then a shorter cure period of fourteen (14) days shall be provided to the Concessionaire, after which the Authority shall be entitled to terminate this Agreement on a short notice, by issuing a Notice of Termination. The duration of notice period shall be at the discretion of the Authority.

19.2 Termination for Authority Event of Default

19.2.1 Without prejudice to any other rights or remedies which the Concessionaire may have under this Agreement, upon occurrence of an Authority Event of Default, provided that such a default is not cured within a period of forty-five (45) days (the “**Authority’s Cure Period**”) from the date of a written notice by the Concessionaire notifying the occurrence of an Authority Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing a Notice of Termination of one hundred and twenty (120) days as defined in the RFP. The aforementioned Authority’s Cure Period may be extended by the Concessionaire in writing.

19.3 Termination by Authority for Convenience

19.3.1 The Authority may, at its sole discretion, for any reason whatsoever, at any time during the Concession Term, terminate the rights of the Concessionaire, whenever the Authority shall determine that such Termination is in the best interests of the Authority, by giving a Notice of Termination of one hundred and twenty (120) days to terminate this Agreement.

19.3.2 The Concessionaire agrees and acknowledges that, upon Termination by Authority under the provisions of Clause 19.3.1 above, the Concessionaire shall not be entitled for damages, reimbursement of any costs or compensation for anticipatory profits.

19.4 Termination by Concessionaire for Convenience

The Concessionaire may issue, in writing, a Notice of Termination of one hundred

and twenty (120) days to terminate this Agreement for its convenience.

19.5 Termination by Efflux of Time

19.5.1 Unless terminated earlier in accordance with the provisions of this Article 19, this Agreement shall terminate upon the expiry of Concession Term.

19.6 Consequences of Termination of this Agreement

19.6.1 Where this Agreement is terminated pursuant to Clause 19.1 of this Agreement the Authority shall forfeit **Six (06) months** Security Deposit equivalent to current month concession fee and debar the Selected Bidder(s)/Concessionaire for a period of **three (3) years** from future participation in tenders/RFPs floated by Authority.

19.6.2 Where this Agreement is terminated pursuant to Clause 19.2, Clause 19.3 or Clause 19.5 of this Agreement the Authority shall release and refund the Security Deposit to the Concessionaire, provided there are no outstanding claims of the Authority on the Concessionaire.

19.6.3 Where this Agreement is terminated pursuant to Clause 19.4 of this Agreement, then if the Concessionaire serves a notice period shorter than one hundred and twenty (120) days or if the Concessionaire exits before completion of the Minimum Lock in Period then the Authority shall forfeit **Six (06) months** Security Deposit equivalent to current month concession fee and debar the Selected Bidder(s)/Concessionaire for a period of **three (3) years** from future participation in tenders/RFPs floated by Authority. It is further clarified that if the Concessionaire exits after the completion of the Minimum Lock in Period and it has served a notice period of one hundred and twenty (120) days, then it shall not face the punitive provisions of forfeiture of Security Deposit and debarring.

19.6.4 The Concessionaire shall, within a period of thirty (30) days from the expiry / termination of this Agreement hand over the Advertisement sites in relation to which this Agreement has been terminated in good condition. The Concessionaire shall remove all its materials, belongings, etc. from such Advertisement sites at the Concessionaire's own cost, failing which the Authority shall have the right to take over such property and sell the same at such price as it may get, and utilize the proceeds towards payment of any outstanding amounts due from the Concessionaire (including cost of such removal).

19.6.5 Save and except as otherwise expressly provided herein, the Authority shall not be liable to compensate the Concessionaire in any manner whatsoever in the event of earlier termination of the Concession for any reason whatsoever.

19.7 Obligations during Termination Period

19.7.1 Upon service of a notice by either Party of its intent to terminate this Agreement, the Parties shall, subject where applicable to the provisions of this Article 19, continue to perform such of their respective obligations under this Agreement

which are capable of being performed with the object, as far as possible, of ensuring continued availability of the facilities and services to the Airport Users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

19.7.2 The Concessionaire also hereby agrees and undertakes that during the period of the Notice of Termination, it shall continue to pay the Authority all applicable dues as per the provisions of this Agreement.

19.8 Condition Survey

19.8.1 The Concessionaire agrees that on the service of a notice by either Party of its intent to terminate this Agreement or at least six (6) months prior to the expiry of the Concession Term, as the case may be, it shall conduct or cause to be conducted under the Authority's supervision, a condition survey of the Advertisement sites including the Concessioned Premises to ascertain the condition thereof, verifying compliance with the Concessionaire's obligations under this Agreement and to prepare an inventory of the assets comprised in the Advertisement sites.

19.8.2 If, as a result of the Condition Survey, the Authority observes/notices that the Advertisement sites and/or the Airport assets at the Advertisement sites or any part thereof have/has not been operated and maintained in accordance with the requirements under this Agreement (normal wear and tear excepted), the Concessionaire shall, at its cost and expenses, take all necessary steps to put the same in good working conditions before the expiry of the Notice of Termination.

19.8.3 In the event the Concessionaire fails to comply with the provisions of this Agreement, the Authority may itself undertake or cause to undertake the Condition Survey. The Authority shall be compensated by the Concessionaire for any costs incurred in conducting such survey.

19.9 Survival of Rights

19.9.1 Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its claim to recover money, damages, insurance proceeds, Security Deposits and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including termination payments and post termination obligations, shall survive the termination to the extent such survival is necessary for giving effect to such rights and obligations.

19.10 Exit / Termination provisions at Chapter 5 of the RFP in respect of a New Passenger Terminal Building/ Extension of existing terminal building or construction of additional terminal building, shall be applicable as provided therein.

ARTICLE -20 [LIABILITY AND INDEMNITY]

20.1 General Indemnity

20.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, ("**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of Services by the Concessionaire, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority Indemnified Persons.

20.1.2 The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

20.2 Indemnity by the Concessionaire

20.2.1 Without limiting the generality of Clause 20.1 above, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any all loss and/or damages arising out of or with respect to:

- (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits
- (b) the sale of defective products and articles
- (c) death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default of the Concessionaire, and/or its employees, agents, contractors, subcontractors, personnel and/or representatives
- (d) the payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or
- (e) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

20.2.2 Without limiting the generality of the provisions of this Article 20, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Concession. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

20.3 Notice and Contest of Claims

20.3.1 In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 20 (the "**Indemnified Party**"), it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

20.4 Defence of Claims

20.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 20, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the

Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

20.4.2 If the Indemnifying Party has exercised its rights under Clause 20.3 of this Agreement, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

20.4.3 If the Indemnifying Party exercises its rights under Clause 20.3 of this Agreement, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, as and when incurred, unless:

- (a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (e) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (f) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

Provided that if sub-clauses (b), (c) or (d) of this Clause 20.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

20.5 No Consequential Claims

20.5.1 Notwithstanding anything to the contrary contained in this Article 20, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential

nature, including loss of profit, except as expressly provided in this Agreement.

20.6 Survival on Termination

20.6.1 The provisions of this Article 20 shall survive termination.

ARTICLE – 21

[RIGHTS AND TITLE OVER THE ADVERTISEMENT LOCATIONS / DISPLAYS]

21.1 Licensee Rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Advertisement Locations/Displays as sole licensee subject to and in accordance with this Agreement. For the avoidance of doubt, the Concessionaire agrees and acknowledges that term Advertisement Location/Display as set out in this Agreement shall be covered under the AAI Act of 1994 and AAI Amendment act of 2003 and the provisions of the said Act shall apply to all matter provided for there under.

21.2 Access Rights of the Authority and Others

21.2.1 The Concessionaire shall allow free access to the Advertisement Locations/Displays at all times for the authorized representatives of the Authority, and the Independent Auditor, and for the persons and vehicles duly authorized by any Government Instrumentality to inspect or to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

21.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility, allow free access to the Advertisement Location/Display at all times for the authorized persons of the Authority or any agency that the Authority may appoint in this regard.

21.3 Property Taxes

The Concessionaire shall not be liable to pay any property taxes in respect of the Advertisement Locations/Displays.

21.4 Sub-licensing/ sub-letting

The Concessionaire shall not sub-contract or sub-concession or assign any of its rights, duties and obligations under the Concession Agreement, in whole or in part.

ARTICLE-22 [DISPUTE RESOLUTION]

22.1 Dispute Resolution

22.1.1. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable) (the "Dispute") shall be dealt as under:

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

22.1.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through Clause 22.1.3 within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

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

22.1.2.3 Once the request of the party is accepted under Mediation Policy of AAI, the dues of the party shall be treated as disputed for all purposes.

22.1.3 **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (22.1.2) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by the Authority, AAI, after obtaining consent of the other party, as per format annexed at **Appendix-V**.

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

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

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

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

22.1.3.5 The venue of such arbitration shall be **Pune airport** and the language

of arbitration proceedings shall be English.

- 22.1.3.6 The Arbitrator shall make an award (the "Award") for each dispute and /or claim and shall give reasons for the Award. Any award made in any arbitration held pursuant to this Article 22 shall be final and binding on the parties. For avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.
 - 22.1.3.7 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and /or the Authority, as the case may be, and their respective assets wherever situated.
 - 22.1.3.8 This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. For the avoidance of doubt, the Concessionaire hereto agree that the Concessionaire shall pay to the Authority, the Concession Fee, the Space Rent, Common Area Maintenance Charges, Utility Charges and Taxes and any other payments that may become due and payable, pending the Award in any arbitration proceedings hereunder.
 - 22.1.3.9 Additional BG equivalent to 50% of the disputed amount has to be furnished by the party before going for arbitration.
 - 22.1.3.10 The validity of such Additional BG shall be of minimum two (2) years from the date of invocation of Arbitration.
- 22.1.4 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

22.2 Adjudication by Regulatory Authority or Commission

22.2.2 In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all disputes arising after such constitution shall, instead of reference to adjudication under this Clause 22.2, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Laws.

ARTICLE- 23 [DISCLOSURE]

23.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person authorized by the Authority, copies of financial records and books of accounts during normal business hours on all working days at the Concessionaire's Registered Office with a prior notice.

ARTICLE 24. REDRESSAL OF PUBLIC GRIEVANCES

24.1 Complaints Register

24.1.1 The Concessionaire shall maintain a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**").

24.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly machine numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

24.1.3 Without prejudice to the provisions of Clauses 24.1.1 and 24.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

24.2 Redressal of complaints

24.2.1 The Concessionaire shall inspect the Complaint Register regularly and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant through electronic mail or registered post.

24.2.2 All complaints received shall be redressed to the satisfaction of the complainant within a reasonable time from the receipt of such complaint.

24.2.3 At the expiry of each quarter the Concessionaire shall send to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the quarter. Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Applicable Laws.

ARTICLE -25 [MISCELLANEOUS]

25.1 Governing law and jurisdiction

25.1.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Airport of Concession shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

25.2 Waiver of Immunity

25.2.1 Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

25.3 Depreciation

25.3.1 For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire for the purpose of this Concession shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the applicable laws.

25.4 Waiver

25.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

25.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

25.5 Exclusion of implied warranties etc.

25.5.1 This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

25.6 Liability for review of documents and drawings

25.6.1 Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Authority or any agency nominated by the Authority of any document or drawing submitted by the Concessionaire nor any observation or inspection of the development, operation or maintenance of the Concessioned Premises nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from the obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (b) The Authority shall not be liable to the Concessionaire by reason of any review, comment, approval observation or inspection referred to in sub-clause (a) above.

25.7 Survival

25.7.1 Termination shall:

- (a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

25.7.2 All obligations surviving termination shall be subject to Limitation act of 1963.

25.8 Entire Agreement

25.8.1 This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such

modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. The Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposal, as the case may be, shall be deemed to form part of this Agreement and considered as such.

25.9 Severability

25.9.1 If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution procedure set forth under this Agreement or otherwise.

25.10 No Partnership

25.10.1 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

25.11 Third Parties

25.11.1 This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

25.12 Successors and Assigns

25.12.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

25.13 Notice

25.13.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Concessionaire, be given by facsimile and by letter delivered by registered post/electronic mail to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or

other communications to be given to an address outside [] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Concessionaire may from time to time designate by notice to the Authority;

Name of Person _____

Correspondence Address _____

Name of Alternate person _____

Correspondence Address _____

- (b) in the case of the Authority, be given by facsimile and by letter delivered by registered post and be addressed to the **Airport Director, Pune airport** or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in **Pune** it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier to Authority Representative/ Airport Director **Pune airport**
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

25.14 Language

25.14.1 All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

25.15 Currency

25.15.1 The currency for all payments under the provisions of this Agreement shall be in INR.

25.16 Time

25.16.1 Time shall be the essence of this Agreement, both as regards the dates, periods or times of day mentioned and as regards any dates, periods or times of day, which may be substituted for them in accordance with this Agreement

25.17 Conflict

25.17.1 This Agreement supersedes all previous agreements or arrangements between the Parties, including any correspondence entered into in respect of the contents hereof and represents the understanding between the Parties in relation thereto.

25.17.2 This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons

especially empowered in this behalf by the respective Parties.

25.17.3 In the event of a conflict between the terms of this Agreement and those of Authority's Commercial Manual or any other guidelines, the terms of this Agreement shall prevail.

25.18 Confidentiality

25.18.1 Both Parties acknowledge that, any and all Information, including any commercial and technical information and data provided by one to the other shall be considered to be confidential and the Party receiving such information and data shall not, at any time, directly or indirectly disclose such information and data to any person firm or use the same in any manner other than in connection with the pursuit of this Agreement, without the prior consent of the other Party. Neither the Concessionaire nor the Authority shall, unless otherwise agreed (which agreement may be on such general or specific terms as the Parties may determine) disclose to any third party any Information which is the property of the other Party to this Agreement or which otherwise relates to its business, secrets, dealings, transactions or affairs or which relates in any way to either of the Parties unless, and to the extent that, such disclosure:

- (a) is reasonably required for the exercise or performance by either Party of its rights or obligations under this Agreement; or
- (b) is required pursuant to any relevant statutory or regulatory requirements or duties or any requirement of Applicable Law; or
- (c) related to information which is already in the public domain, other than as result of breach of this Clause 25.18 by the Party seeking to make such disclosure;
- (d) provided that, in the case of any disclosure in accordance with Clause 25.18.1(a) or 25.18.1(b) above, the Party disclosing such information shall, so far as reasonably practicable, impose on the third party receiving such information such obligations as may be appropriate to maintain its confidentiality.

25.18.2 The Concessionaire shall not make any public announcement or disclosure in respect of the subject matter of this Agreement or any of the transactions contemplated herein without the prior written approval of the Authority (save as may be required by law or any regulatory authority in which event the scope of the announcement will be limited to the matters required to be disclosed and the Concessionaire will consult with the Authority on the terms and timing of such announcement).

25.18.3 The obligations under this Clause 25.18 shall survive the termination or expiry of this Agreement.

25.19 Damages

25.19.1 The Concessionaire agrees and undertakes that, in case the Authority incurs any cost(s) in order to rectify any deficiency of the Concessionaire in adhering to the

terms of this Agreement, including the rectification of any operations and maintenance requirements, the Authority shall appropriate from the Security Deposit, the amount incurred thereof.

25.20 Counterparts

25.20.1 This Agreement is executed in two counterparts, each of which, when delivered, shall constitute an original of this Agreement. The Parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

25.21 The agreement will consist of following documents duly signed by both the parties:

Sr. No.	Particulars	Page Number		
1.	RFP document			
2.	Corrigendum/Addendum to RFP, if any			
			Corrigendum No.	Dtd
			1	
			2	
3				
3	AAI replies to the Bidders query, if any			
4	Bid documents submitted by the successful bidder			
5	Copy of LOIA no. _____ dtd _____			
6	Acceptance letter of LOIA received from the Concessionaire			
7	Handing over taking over note			
8	Duly executed Concession Agreement along with all Articles(1 to 25) and Schedules (A to I)			
9	Copy of Bank Guarantee			
10	Proof of payment towards advance license fee			
11	Duly executed Integrity Pact, if applicable			

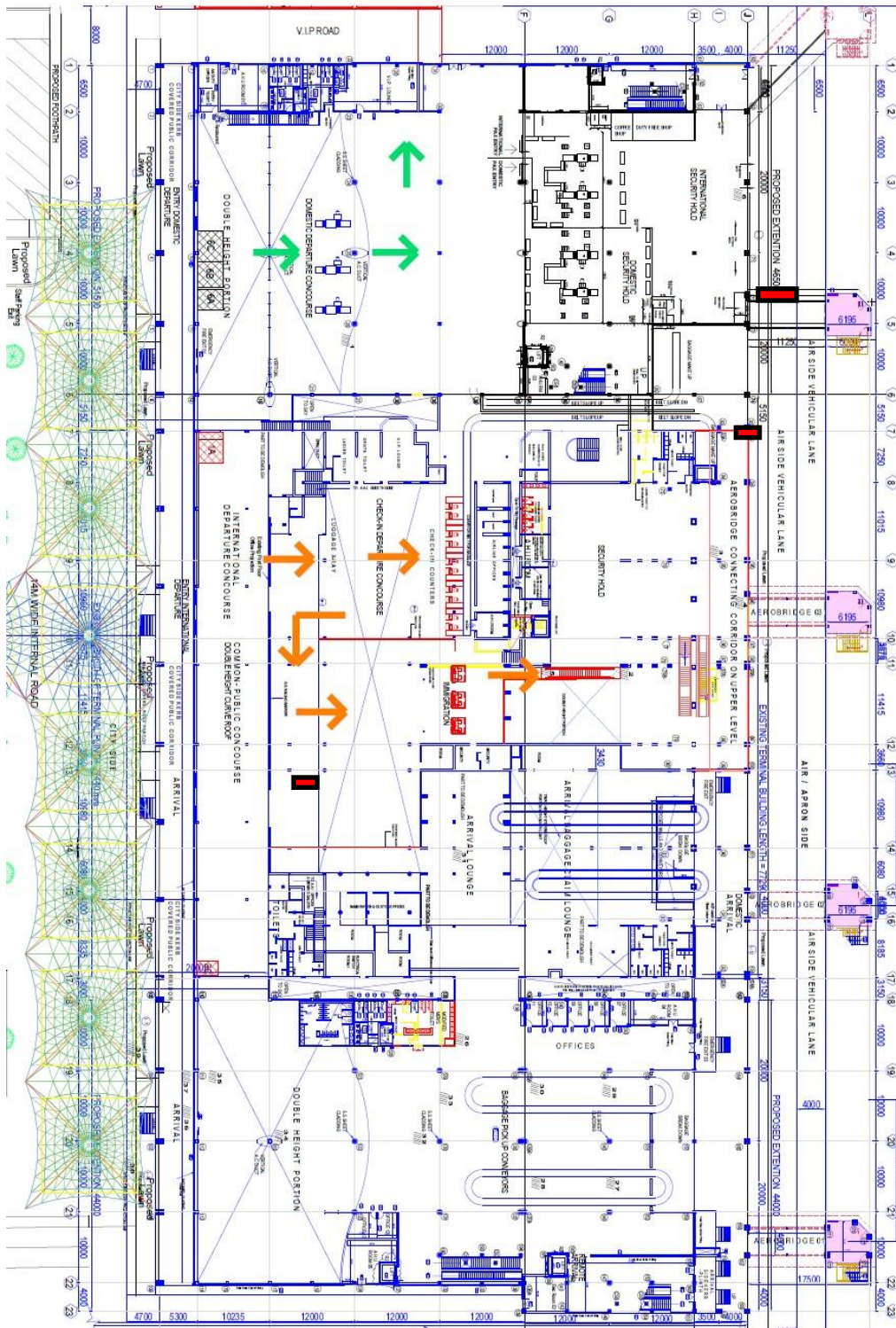
IN WITNESS WHEREOF this Agreement bearing No _____ and containing ____ pages has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written:

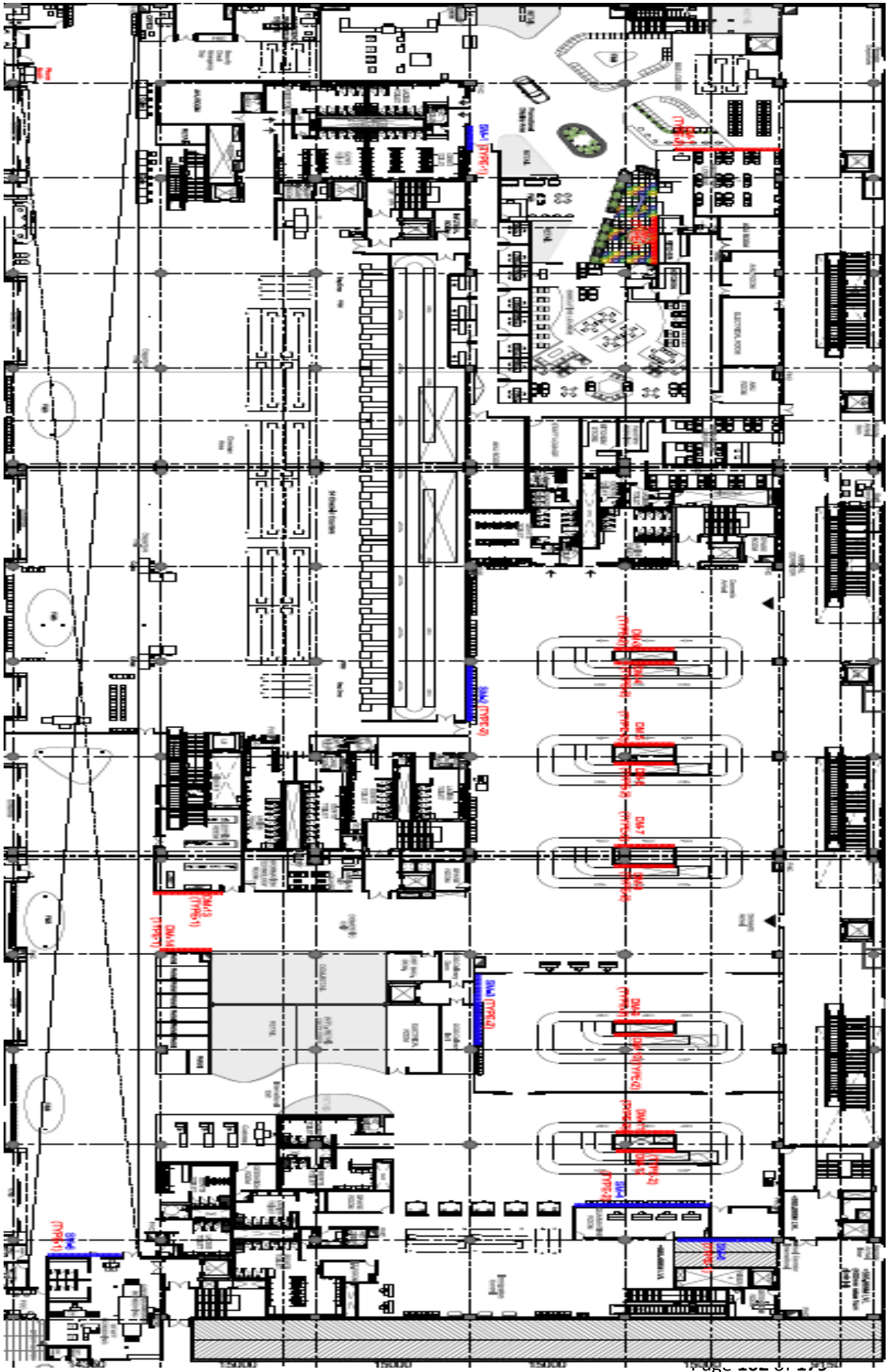
<p>For and on behalf of Airports Authority of India</p> <p>_____</p> <p>Name, Signature, Designation, Seal, Stamp, Place, Date</p>	<p>Witnessed by:</p> <p>1. _____</p> <p>2. _____</p>
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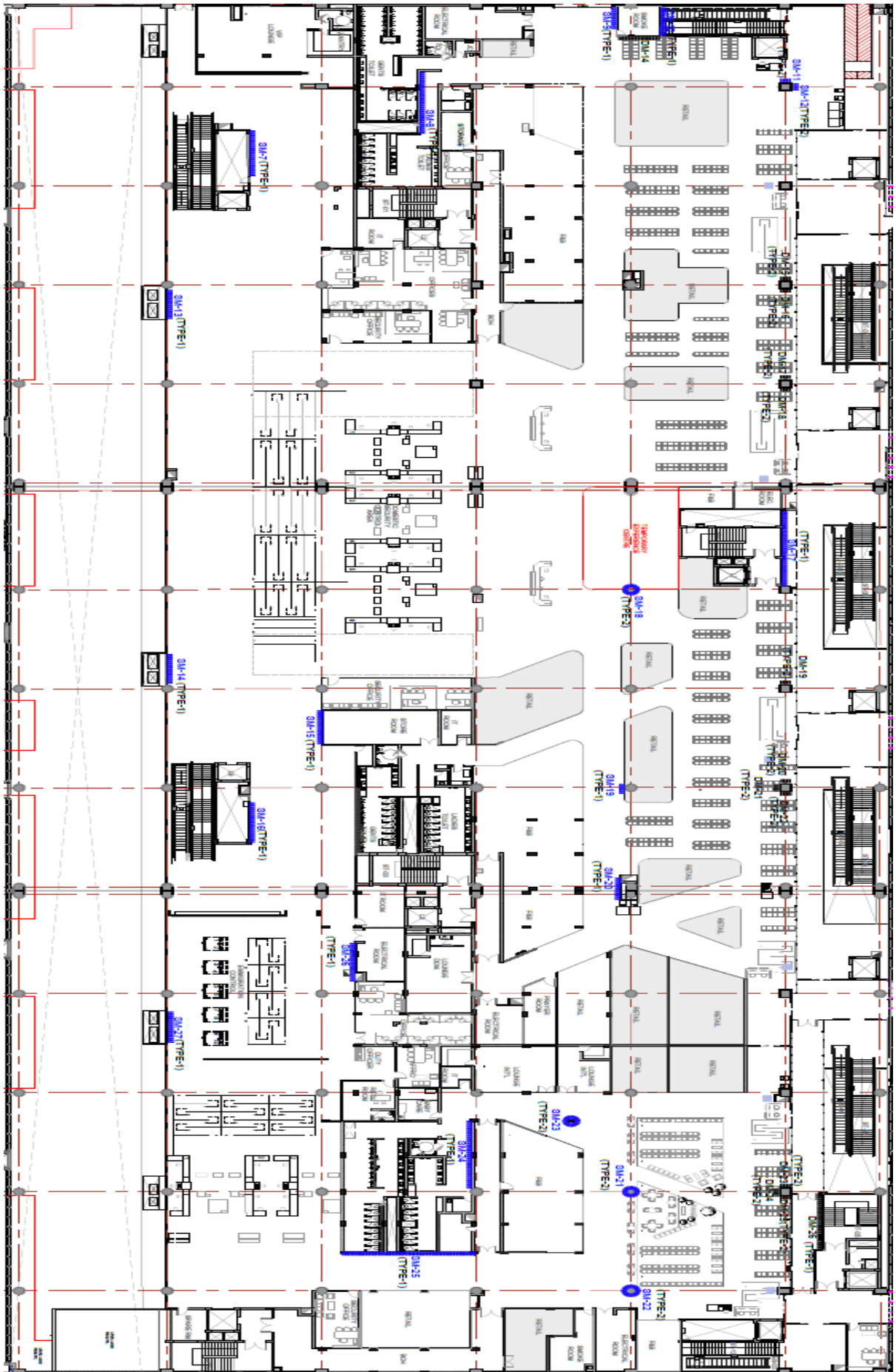
<p>For and on behalf of Concessionaire</p> <p>_____</p> <p>Name, Signature, Designation, Seal, Stamp, Place, Date</p>	<p>Witnessed by:</p> <p>1. _____</p> <p>2. _____</p>
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SCHEDULE A

LOCATION LAYOUT PLAN (SUBJECT RFP CLAUSE 5.1.2)







Existing Building

Premises	Site No.	Location	Media Type	Area (in Sqft)
Check-in area, opp. Gate-1	1	Front of Gate No. 01 towards Check-in and Baggage screening Counter- Departure	DM	80
SHA-2 GF	2	Just at the entrance besides TV screen- SHA 2 GF	DM	60
	3	In front of SHA 2 GF Sitting	DM	13.44
	4	Alongside Glass SHA 2 GF	DM	13.44
	5	Promotional Space at SHA-1 GF beside Café 2.0	DM	36
SHA-1 GF	6	In front of sitting alongside glass SHA 1 GF	DM	13.44
SHA-1 FF	7	Alongside Glass towards Gate SHA1 FF	DM	28
	8	Alongside Glass facing sitting- SHA1 FF	DM	28
	9	Along Glass facing sitting SHA1 FF	DM	13.44
	10	Besides Boarding Gate 3 SHA1 FF	DM	13.44
	11	Alongside Glass towards Gate SHA1 FF	DM	44
	12	Alongside Glass towards Gate SHA1 FF	DM	64
	13	Inside sitting Hanging- SHA1 FF	DM	64
	14	Inside sitting Hanging- SHA1 FF	DM	64
	15	Along Pillars bifurcating sitting Pillar No. 01 SHA-1 FF	DM	24
	16	Along Pillars bifurcating sitting Pillar No. 02 SHA-1 FF	DM	24
	17	At the entry of SHA 1 FF in front of lift	DM	13.44
	18	Beside drinking water dispenser SHA 1 FF	DM	13.44
	19	On the wall (Rightmost) SHA 1 FF	DM	40
20	On the wall (Middle) SHA 1 FF	DM	40	
SHA-2 FF	21	Near Gate no. 05 alongside glass	DM	30
	22	Beside Gate no. 05	DM	13.44
	23	Wall near Gate no. 05	DM	72
	24	Near Gate no. 06 along side Glass	DM	21
	25	Near Gate no. 06 along side Glass	DM	13.44
Arrival	26	At arrival near washroom beside drinking water facility	DM	72
	27	Conveyor belt no.01 site no. 01 (double side)	DM	48
	28	Conveyor belt no.01 site no. 02 (double side)	DM	48
	29	Conveyor Belt no.02 Site No. 01 (double side)	DM	48

30	Conveyor Belt No. 02- Site No. -2 (double side)	DM	48
31	Above the wall between belt No. 03 and 04	DM	48
32	Green wall at arrival	DM	32
33	At pillar near washroom	DM	13.44
34	At pillar opposite to CISF cabin	DM	13.44
35	At pillar near Prepaid Taxi Counter	DM	13.44
36	On upper wall of Exit Gate-Arrival	DM	96
37	Exit Wall above Ola Counter	DM	40
38	Exact at the exit- Arrival	DM	144
39	On 1st Pillar after Exit	DM	18

New Terminal Building					
TYPE	LENGTH mtr	HEIGHT mtr	SILL mtr	Total area in Sqm	Total area in Sqft
SM-7	6.8	2.2	0.2	14.96	161.027944
SM-8	9.285	2.2	0.2	20.427	219.8741853
SM-9	3.325	2.2	0.2	7.315	78.7379285
SM-10	4.225	2.2	0.2	9.295	100.0504505
SM-11	1	1.2	1.2	1.2	12.91668
SM-12	1	1.2	1.2	1.2	12.91668
SM-13	4.36	2.2	0.2	9.592	103.2473288
SM-14	4.36	2.2	0.2	9.592	103.2473288
SM-15	5.105	2.2	0.2	11.231	120.8893609
SM-16	6.025	2.2	0.2	13.255	142.6754945
SM-17	11.25	2.2	0.2	24.75	266.406525
SM-18	3.77	1.2	1.2	4.524	48.6958836
SM-19	1.355	2.2	0.2	2.981	32.0871859
SM-20	3.37	2.2	0.2	7.414	79.8035546
SM-21	3.77	1.2	1.2	4.524	48.6958836
SM-22	4.24	1.2	1.2	5.088	54.7667232
SM-23	3.77	1.2	1.2	4.524	48.6958836
SM-24	10.18	2.2	0.2	22.396	241.0683044
SM-25	12.88	2.2	0.2	28.336	305.0058704
SM-26	5.79	2.2	0.2	12.738	137.1105582
SM-27	4.7	2.2	0.2	10.34	111.298726
DM-14	4	1.2	1.2	4.8	51.66672
DM-15	1	1.2	1.2	1.2	12.91668
DM-16	1	1.2	1.2	1.2	12.91668
DM-17	1	1.2	1.2	1.2	12.91668
DM-18	1	1.2	1.2	1.2	12.91668
DM-19	1	1.2	1.2	1.2	12.91668

DM-20	1	1.2	1.2	1.2	12.91668
DM-21	1	1.2	1.2	1.2	12.91668
DM-22	1	1.2	1.2	1.2	12.91668
DM-23	1	1.2	1.2	1.2	12.91668
DM-24	1	1.2	1.2	1.2	12.91668
DM-25	1	1.2	1.2	1.2	12.91668
DM-26	8.035	2.2	0.2	17.677	190.2734603

TYPE	LENGTH	HEIGHT	SILL	Total in area in Sgm	Total area in Sqft
	mtr	mtr	mtr		
SM-1	3.74	2.2	0.2	8.228	88.565369
SM-2	7.2	1.2	1.2	8.64	93.000096
SM-3	10	1.2	1.2	12	129.1668
SM-4	13	1.2	1.2	15.6	167.91684
SM-5	9.05	2.2	0.2	19.91	214.30925
SM-6	7	2.2	0.2	15.4	165.76406
DM-1	10	1.2	1.2	12	129.1668
DM-2	7.3	2.2	0.2	16.06	172.86823
DM-3	5.7	1.2	1.2	6.84	73.625076
DM-4	5.7	1.2	1.2	6.84	73.625076
DM-5	5.7	1.2	1.2	6.84	73.625076
DM-6	5.7	1.2	1.2	6.84	73.625076
DM-7	5.7	1.2	1.2	6.84	73.625076
DM-8	5.7	1.2	1.2	6.84	73.625076
DM-9	5.7	1.2	1.2	6.84	73.625076
DM-10	5.7	1.2	1.2	6.84	73.625076
DM-11	5.7	1.2	1.2	6.84	73.625076
DM-12	5.7	1.2	1.2	6.84	73.625076
DM-13	6.65	2.2	0.2	14.63	157.47586
DM-14	5	2.2	0.2	11	118.4029

Total Bifurcation

	Existing Building	New Terminal Building	Total
Indoors	1342.30	4986.10	6328.40
Outdoors	-	1152	1152
Promotional/Product Display	121.82	200.22	322.04
Total Area for Tender			7802.44*

* This Layout plan that has been submitted to BCAS and it may have some modifications as directed by BCAS.

SCHEDULE B

INTEGRITY PACT
(TO BE SUBMITTED IN FORM VII)

Schedule- C

[Service Level Agreement for Advertisement Rights Contract]

Service Description:

Mandatorily provide Mobile/Laptop Charges/Q Managers/Security Tray etc. as may be prescribed by the Airport from time to time. Airport will assess the requirement on periodic basis depending upon various factors inter-alia including increase/ decrease in PAX movement, changing queuing patterns, changes seating arrangement, operational factors etc.

A. Service Levels:

1. Provide 30 no. of Mobile Charging units having minimum of 120 Charging Points at the locations and in the numbers specified by AAI post award.
The generic specification in respect of charging points in terms of number of sockets, type of sockets, provision/slot for charging through data cable, amperage etc.} shall be specified by AAI post Award.
2. Provide Laptop Charging points at the locations and in the numbers that shall be as specified by AAI post Award. {The generic specification in respect of charging points in terms of number of sockets, type of sockets, amperage etc.}
3. Provide 800 Q Managers in the numbers and at locations as prescribed. {The make and specification of Q Managers should be specified.}
4. Provide Service Trays small 500 Large 1200 in Nos and size specified by AAI post award.
5. The availability of Mobile charging points, Laptop Charging Points, Q Managers, Security Tray to be ensured at all times during operational hours of the Airport in the numbers and at the location as specified above, in well maintained and working condition.
6. Proper and Timely Maintenance and replacement (If required) of all utilities specified above shall be the responsibility of the licensee.
7. The maximum size of advertisement area that can be displayed on per unit of these facilities, is as follows:
 - a. Mobile Charging Point: _____(ft.) X _____(ft.)
 - b. Mobile Charging Point: _____(ft.)X _____(ft.)
 - c. Q Managers: Running Length _____(ft.)

- d. Small Security Tray:
- i. Bottom of Tray: _____(ft.) X _____(ft.)
 - ii. Side walls of Tray: _____(ft.) X _____(ft.)
- e. Small Security Tray:
- i. Bottom of Tray: _____(ft.) X _____(ft.)
 - ii. Side walls of Tray: _____(ft.) X _____(ft.)

Total advertisement on above all items shall be as per below;

8. Maximum area for advertisement vide this media to be kept within the range of Sq. Ft. [Airport will determine this depending upon number of units of each of these facilities, however, this is to be kept within the range of 1% to 2% (in general) of total advertisement area. This area shall be in addition to the total advertisement area at the airport for which the licensee shall not be entitled.]

B. Service Level Indications:

Following indicators shall be used to assess the performance of the concessionaire with respect to the service level agreement:

Sr. No.	Indicator	Service Level Target	Service Level
1.	Number of complaints received in respect of dysfunctional mobiles charging points	Not more than 05(Five) in a quarter.	
2.	Number of complaints received in respect of dysfunctional mobiles charging points	Not more than 05(Five) in a quarter.	
3.	Number of complaints received in respect of broken security trays or Non-Availability of Security Trays	Not more than 05(Five) in a quarter.	
4.	Number of instances of non- functional, broken, or poorly maintained mobile charging points during periodic/random inspection.	Not more than 03(Three) in a quarter.	
5.	Number of instances of non- functional, broken, or poorly maintained mobile charging points during periodic/ random inspection.	Not more than 03(Three) in a quarter.	
6.	Number of instances of non - functional, broken, or poorly maintained mobile charging points during periodic/ random inspection.	Not more than 03(Three) in a quarter.	
7.	Number of instances of broken, or poorly maintained Q Managers being used, during periodic/ random inspection	Not more than 03(Three) in a quarter.	

8.	Number of instances observed by Duty terminal Manager or reported by Airlines,CISF etc. in respect of non- functionality/non-availability of any of the 4 utilities on day to day basis.	Not more than 05(Five) in a quarter.	
9.	Instances of advertisement media display of size exceeding maximum permissible area, observed during periodic /random inspection.	Zero	

Note:

1. Details periodic Inspection shall be conducted by commercial officer along with Duty Terminal Manager once in every quarter.
2. Quick Random Inspection shall be conducted by commercial officer along with Duty Terminal Manager once in every month.

C. Penalties for Instructions:

1. In respect of Sl. No. 1 to 8, Deviation from Service Level target will attract a penalty of **Rs. 5000/-** in respect of each indicator in which deviation is observed. If the deviation in a particular indicator persists in 4 consecutive quarter, a notice to cure shall be issued in addition to the imposition of penalty amount as prescribed above.
2. In respect of SL. No. 9, deviation from Service Level target a penalty **@200%** of the applicable per Sqft advertisement rate as applicable on which deviation is detected and shall be levied from the date of last inspection/Space audit whichever is earlier.

SCHEDULE - D

HANDING OVER/TAKING OVER REPORT

(to be signed by the Concessionaire with Authority for each Advertisement sites on or before the respective Concession Fee Commencement Date)

Sr. No	Assigned area for Advertisement Concession	Location	Area (approx.) (in Sqm)	Date of Handing over to the Concessionaire
		Total		
Details of Security Deposit:				
BG no: and date	Name of Bank	Bank Br. Address	Amount	Validity and claim period
DD/PO/UTR No: and date	Name of Bank	Bank Br. Address	Amount	

Note: Concessionaire is handed over physical possession of the location (s) designated in RFP (after completion of the contractual formalities like acceptance of LOIA, submission of security deposit, signing of agreement etc.) within the incubation period.

For and on behalf of Airports Authority of India <hr/> Name, Signature, Designation, Seal, Stamp, Place, Date	For and on behalf of Concessionaire <hr/> Name, Signature, Designation, Seal, Stamp, Place, Date
Witness 1) _____ 2) _____	Witness 1) _____ 2) _____

SCHEDULE - E

DAMAGES FOR INFRACTIONS

Damages for breach of Article 11 (Operations and Maintenance)

Clause	Issue	Damages
11.01	Failure to display the Advertisement Content in accordance with Good Industry Practices, standards and specifications	0.01% of the Security Deposit per day till rectified
11.02	Failure to obtain all requisite operating Permits from competent authorities.	0.01% of the Security Deposit per day till rectified
11.03	Failure to comply with all Applicable Laws and statutory rules and guidelines laid down by competent authorities.	0.01% of the Security Deposit per day till rectified
11.04	Failure to install its own metering devices	0.01% of the Security Deposit per day till rectified
11.06	Failure to maintain the Advertisement Spaces in each of the 365 days in a year in order to provide a high level of ambience and décor at the Airport	0.01% of the Security Deposit per day till rectified
11.07	Failure to employ adequately qualified and trained staff/personnel	0.01% of the Security Deposit per day till rectified
11.08	Failure to obtain and maintain the necessary security clearance/ Airport Entry Permits (AEPs) for the Concessionaire and its employees/personnel from the Bureau of Civil Aviation Security (BCAS) or any Governmental Authority	0.01% of the Security Deposit per day till rectified
11.11	Failure to submit 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.	0.01% of the Security Deposit per day till rectified
11.12	Failure to participate in any promotional activity of a Governmental Authority, intended for distribution and/or dissemination of any public service message	0.01% of the Security Deposit per day till rectified
11.13	Failure to comply with the service standards as may be prescribed by the Authority	0.01% of the Security Deposit per day till rectified
11.14	Undertaking any activities/ causing any actions that are prohibited under Clause 11.14	0.01% of the Security Deposit per day till rectified

11.15	Failure to conform to the guidelines of Advertisement Standards Council of India under Clause 11.15	0.01% of the Security Deposit per day till rectified
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Damages for Concessionaire Events of Default (if cured within the cure period provided)

Clause	Issue	Damages
18.2.1 (a)	Failure to replenish the Security Deposit within a period of 15 days	3% of the Security Deposit per day till rectified
18.2.1 (f)	Suspending performance of obligations for more than 48 hours	5% of the Security Deposit per day till rectified
18.2.1 (i)	Any expired or terminated Applicable Permit or approval	1% of the Security Deposit per day till rectified
18.2.1 (k)	Failure to maintain insurance(s) as per the Agreement	1% of the Security Deposit per day till rectified
18.2.1 (m)	Change in shareholding/ ownership has occurred in violation of the Bidding Documents	5% of the Security Deposit per day till rectified

SCHEDULE - F

Format of Bank Guarantee

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

WHEREAS by a Concession Agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY) of the one part and _____, the Concessionaire for the Concession Agreement (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the License for _____ at _____ Airport, _____ (Name of City) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Concession Agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the Licence Fee and Royalty and other outstanding dues/ charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be the sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Concession 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 Concession Agreement made between the Authority and the Licensee and or any act of omission on part of 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 Concession Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid until _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by Authority.

NOTWITHSTANDING anything contained herein:

1. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and six (6) months thereafter.
2. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to one hundred and eighty (180) days from the said date.
3. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank Name Dated:

Place:

Witnesses:

Authority

SCHEDULE - G

REQUEST LETTER : TRANSMISSION OF BANK GUARANTEE COVER MESSAGE

(to be submitted by successful bidder to BG issuing bank)

Date: _____

The Manager,
(Bank),
(Branch)

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

Dear Sir/Ma'am,

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

Thanking You,

(Selected Bidder)

SCHEDULE - H

POLICY ON OPERATIONS & MAINTENANCE PRACTICES

(Policy proposed by the Selected Bidder to be inserted here)

DISCLOSURE OF DEVELOPMENT PROJECTS**AIRPORT BRIEF**

Pune Airport (IATA: PNQ, ICAO: VAPO) is a customs airport serving the city of Pune, Maharashtra, India. It is located at Lohegaon. The airport is a civil enclave operated by the Airports Authority of India.

Data	Domestic	International
Number of total passengers in FY 2020-21 at Pune Airport	21,37,859	4,878
Number of total passengers in FY2021-22 at Pune Airport	37,13,491	18,455

PLANNED AND ONGOING DEVELOPMENT PROJECTS

S. No.	Project	End Date
1	Construction of new integrated terminal building	Target operation from June/July 2023
2	Work of canopy in front of Existing Terminal Building along with new road layout	PDC August/Sept 2023, subject of availability of site

Appendix - V:

Format of Consent Letter

Dispute Resolution Clause – 22.2.3

To,

The Airport Director,
Airports Authority of India,

**SUB: Request for appointment of arbitrator under Clause_____of the
_____agreement dated_____for_____**

Sir/Madam,

1. I/We state that _____(contractor/agency) was awarded work/concession _____ of _____ at _____ Airport/_____ (other location) of Airports Authority of India through Award Letter dated _____.
2. Dispute related to _____arose between us (contractor/agency/ Concessionaire) and AAI.
3. On _____(date), dispute was referred to Mediation as per AAI Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:
 - (i)
 - (ii)
 - (iii)

A concise statement along with claim in respect of each of such disputes is attached herewith.

4. In view of the above, we invoke arbitration under clause _____of the _____ agreement between us and AAI and as per proviso to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the Chairman/Member/Regional Executive Director AAI to appoint arbitrator.

Thanking you,

(_____)

Authorized signatory of

Encl: As above