



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
Ranchi Airport, Jharkhand

रांची विमानपत्तन, झारखंड पर

स्वचालित वाहन पार्किंग प्रबंधन प्रणाली की आपूर्ति, स्थापना, परीक्षण एवं चालूकरण (SITC), संचालन तथा पार्किंग शुल्क एवं लेन पिक-अप शुल्क संग्रहण अधिकारों हेतु रियायत प्रदान करने के लिए ई-निविदा आमंत्रण सूचना (एनआईटी)

**Notice Inviting e-Tender (NIT) for Concession to
Concession to Supply, Install, Test, Commission
(SITC) and operate Automated Vehicle Parking
Management System; Collection of Parking Fees
and Lane Pick-up Fees Rights**

at
Birsa Munda Airport, Ranchi, Jharkhand

E-bid no: 2026_AAI_290800_1

14.09.2026

(Date of publishing on CPP)

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अस्वीकरण/ DISCLAIMER

ई-निविदा आमंत्रण दस्तावेज़ ("ई-निविदा") में निहित या बाद में आवेदक(ओं) को प्रदान की गई जानकारी, प्राधिकरण द्वारा या उसकी ओर से, चाहे दस्तावेजी रूप में, आवेदक(ओं) को इस ई-निविदा में निर्धारित नियम और शर्तें और ऐसे अन्य नियम और शर्तें जिनके अधीन ऐसी जानकारी प्रदान की जाती है, के आधार पर प्रदान की जाती है।

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

यह ई-निविदा प्राधिकरण द्वारा न तो कोई समझौता है और न ही कोई प्रस्ताव है, बल्कि संभावित आवेदकों या किसी अन्य व्यक्ति के लिए एक निमंत्रण है। इस ई-निविदा का उद्देश्य इच्छुक पार्टियों को ऐसी जानकारी प्रदान करना है जो इस ई-निविदा के अनुसार उनके वित्तीय आवेदन तैयार करने में उनके लिए उपयोगी हो सकती है। इस ई-निविदा में विवरण शामिल हैं, जो विषय रियायत के संबंध में प्राधिकरण द्वारा निकाली गई विभिन्न मान्यताओं और आकलन को दर्शाते हैं। ऐसी धारणाओं, आकलनों और बयानों में वह सारी जानकारी शामिल नहीं होती है जिसकी प्रत्येक आवेदक को आवश्यकता हो सकती है। यह ई-निविदा सभी व्यक्तियों के लिए उपयुक्त नहीं हो सकती है, और प्राधिकरण, उसके कर्मचारियों या सलाहकारों के लिए इस ई-निविदा को पढ़ने या उपयोग करने वाले प्रत्येक पक्ष के निवेश उद्देश्यों, वित्तीय स्थिति और विशेष आवश्यकताओं पर विचार करना संभव नहीं है। इस ई-निविदा में शामिल धारणाएं, आकलन, कथन और जानकारी पूर्ण, सटीक, पर्याप्त या सही नहीं हो सकती हैं। इसलिए, प्रत्येक आवेदक को अपना स्वयं का मूल्यांकन, उचित परिश्रम और विश्लेषण करना चाहिए और इस ई-निविदा में निहित मान्यताओं, आकलन, बयानों और जानकारी की सटीकता, पर्याप्तता, शुद्धता, विश्वसनीयता और पूर्णता की जांच करनी चाहिए और उचित स्रोतों से स्वतंत्र सलाह प्राप्त करनी चाहिए।

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

इस ई-निविदा में आवेदकों को प्रदान की गई जानकारी कई मामलों पर है, जिनमें से कुछ कानून की व्याख्या पर निर्भर हो सकती हैं। दी गई जानकारी का उद्देश्य वैधानिक आवश्यकताओं का एक विस्तृत विवरण होना नहीं है और इसे कानून का पूर्ण या आधिकारिक विवरण नहीं माना जाना चाहिए। प्राधिकरण यहां व्यक्त कानून पर किसी भी व्याख्या या राय की सटीकता या अन्यथा के लिए कोई ज़िम्मेदारी स्वीकार नहीं करता है।

Information provided in this E-Tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete

or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

प्राधिकरण, उसके कर्मचारी और सलाहकार कोई प्रतिनिधित्व या वारंटी नहीं देते हैं और ई-निविदा की सटीकता, पर्याप्तता, शुद्धता, पूर्णता या विश्वसनीयता और कोई मूल्यांकन, धारणा, कथन, उसमें मौजूद जानकारी या इस ई-निविदा का हिस्सा मानी जाने वाली या बोली प्रक्रिया में भागीदारी से संबंधित किसी भी जानकारी से उत्तपन्न होने वाले किसी भी कानून, कानून, नियमों या विनियमों या अपकृत्य, क्षतिपूर्ति के सिद्धांतों या अन्यायपूर्ण संवर्धन या अन्यथा किसी भी नुकसान, क्षति लागत या व्यय जो इस ई-निविदा में निहित किसी भी चीज़ के कारण या अन्यथा उत्पन्न हो सकता है, के लिए किसी भी आवेदक सहित किसी भी व्यक्ति के प्रति उनका कोई दायित्व नहीं होगा।

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

प्राधिकरण किसी भी प्रकृति का कोई दायित्व स्वीकार नहीं करता है, चाहे वह लापरवाही से उत्पन्न हुआ हो या अन्यथा इस ई-निविदा में शामिल बयानों पर किसी आवेदक की निर्भरता से उत्पन्न हुआ हो।

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

प्राधिकरण, अपने पूर्ण अधिकार से, लेकिन ऐसा करने के लिए किसी बाध्यता के बिना, इस ई-निविदा में निहित जानकारी, मूल्यांकन या मान्यताओं को अद्यतन, संशोधित या पूरक कर सकता है। The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Tender.

इस ई-निविदा के जारी होने का मतलब यह नहीं है कि प्राधिकरण रियायत के लिए बोली प्रक्रिया हेतु प्राप्त सभी प्रस्तावों का चयन करने के लिए बाध्य है और प्राधिकरण बिना कोई कारण बताए सभी या किसी आवेदन या बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है।

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

आवेदक अपने आवेदन को तैयार करने और जमा करने से संबंधित सभी लागतों को वहन करेंगे, जिसमें आवेदन तैयार करने, प्रतिलिपि, डाक, वितरण शुल्क, प्राधिकरण द्वारा मांगी गई या आवेदन के संबंध में किसी प्रकार से आवश्यक किसी भी प्रदर्शन या प्रस्तुति से जुड़े खर्च शामिल हैं। ऐसी सभी लागतें और व्यय आवेदक को करने होंगे और प्राधिकरण आवेदन जमा करने की तैयारी में आवेदक द्वारा किए गए किसी भी अन्य लागत या अन्य खर्चों के लिए बोली प्रक्रिया के आयोजन या परिणाम से स्वतंत्र किसी भी तरह से उत्तरदायी नहीं होगा।

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

incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding process.

आवेदक इस ई-निविदा के अनुसार प्रस्तुत किए गए किसी भी विवरण/दस्तावेज/अभिलेख आदि के लिए पूरी तरह जिम्मेदार होगा और उसकी सटीकता सुनिश्चित करेंगे। प्राधिकरण या उसके कर्मचारी आवेदक द्वारा की गई किसी भी कमी के लिए कोई जिम्मेदारी या उत्तरदायित्व स्वीकार नहीं करेंगे। आवेदक द्वारा की गई कोई भी झूठी घोषणा, प्राधिकरण द्वारा तय की गई कार्रवाई को आमंत्रित करेगी, जिसमें रियायत की समाप्ति, रोक, ईएमडी और / या सुरक्षा जमा की जब्ती शामिल है। आवेदक इस ई-निविदा से उत्पन्न होने वाले कार्यों से प्राधिकरण और उसके कर्मचारियों को होने वाली क्षति के लिए क्षतिपूर्ति भी देगा।

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

भारतीय विमानपत्तन प्राधिकरण / AIRPORTS AUTHORITY OF INDIA

वाणिज्यिक विभाग/ DEPARTMENT OF COMMERCIAL

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

परिचय / INTRODUCTION

1. भारतीय विमानपत्तन प्राधिकरण ("एएआई") भारत का सबसे बड़ा हवाई अड्डा परिचालक है जो पूरे भारत में 125 से अधिक हवाई अड्डों का आधुनिकीकरण, हवाई नेविगेशन, संचालन और प्रबंधन प्रदान करता है। Airports Authority of India is ("AAI") is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. भाविप्रा ई-टेंडर विषय **Concession to Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Lane Pick-up Fees Rights** हेतु पात्र संस्थाओं की भागीदारी के लिए इच्छुक है।
AAI is desirous of participation of eligible entities in the subject e-tender for award of license for **Concession to Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Lane Pick-up Fees Rights** at Birsa Munda Airport, Ranchi.

Major Activities/Rights comprising the Concession: The Concessionaire will be permitted to levy parking fee charges only on the vehicles entering/parked in the designated parking area. Further, Lane Pick-up Fees is to be levied on commercial vehicles only. The subject concession includes the following four (4) major activities:

- (i) Supply, Install, Test, Commission, Operate & Manage Automated Parking Management System.
 - (ii) Management of Designated Vehicle Parking area and Booths.
 - (iii) Collection Rights of Parking Fees and Lane Pick-up Fees.
 - (iv) Valet Parking (optional at Mega, A and B category airports)
- Detailed Scope of works, Terms and Conditions are elaborated in the tender document.*

3. भाविप्रा 1 अप्रैल 1995 को अस्तित्व में आया। एएआई का गठन भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 के तहत एक वैधानिक प्राधिकरण के रूप में किया गया है। भाविप्रा के मुख्य कार्यों में शामिल हैं:
AAI came into existence on 1st April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
 - a. यात्री टर्मिनलों का डिजाइन, विकास, संचालन और रखरखाव/ Design, development, operation and maintenance of passenger terminals.
 - b. अंतरराष्ट्रीय और घरेलू हवाई अड्डों पर कार्गो टर्मिनल का विकास और प्रबंधन/ Development and management of cargo terminal at international and domestic airports.
 - c. टर्मिनलों पर यात्री सुविधाओं जैसे ड्यूटी फ्री आउटलेट्स, ट्रैवल रिटेल आउटलेट्स, एफ एंड बी सुविधाएं, एकजीक्यूटिव लाउंज, ग्राउंड ट्रांसपोर्टेशन सुविधाएं (मैक्सी कैब, रेडियो टैक्सी आदि); और अन्य गैर-एयरो गतिविधियों जैसे मनी एक्सचेंज काउंटर, ट्रॉली सेवाएँ और सूचना प्रणाली का प्रावधान / Provision of passenger facilities at terminals like Duty Free Outlets, Travel Retail

Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxi etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.

4. 1995 में अपनी स्थापना के बाद से, भारतीय विमानपत्तन प्राधिकरण (एएआई) भारत में हवाई अड्डे के बुनियादी ढांचे के विकास और हवाई अड्डे के संचालन और हवाई नेविगेशन सेवाओं के प्रबंधन और नियंत्रण में मामलों के शीर्ष पर रहा है। पिछले दो दशकों से एएआई यात्रियों को बेहतर यात्रा अनुभव प्रदान करने के लिए एयरसाइड और टर्मिनल साइड बुनियादी ढांचे के आधुनिकीकरण और विकास और हवाई अड्डों पर अपनी सेवाओं में सुधार करने में सबसे आगे रहा है। इन उपायों के परिणामस्वरूप हवाई सुरक्षा और यात्री संतुष्टि में सुधार हुआ है जैसा कि यात्री अनुभव सर्वेक्षण परिणामों में परिलक्षित होता है।

Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.

5. वित्तीय वर्ष 2022-23 के दौरान, एएआई ने कुल रु. 12172.35 करोड़ का राजस्व दर्ज किया है और कर पश्चात लाभ (पीएटी) रु. 2972.05 करोड़ दर्ज किया है।

During the Financial Year 2022-23, AAI has recorded a Total Revenue of Rs. 12172.35 crores and a Profit After Tax (PAT) of Rs. 2972.05 crores.

6. हवाई यातायात में वृद्धि हवाई अड्डे के बुनियादी ढांचे और यात्री सुविधाओं के विस्तार के मामले में एएआई के लिए नए अवसरों के साथ-साथ चुनौतियां भी लेकर आई है।

The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.

7. हवाई अड्डे की प्रमुख एयरलाइंस और यात्री यातायात है/ Major Airlines (at Birsa Munda Airport, Ranchi): Interglobe Aviation (Indigo), Air India Express.
Passenger Traffic data at the airport is placed here for reference:

Particulars	F.Y. 2025-26	F.Y. 2024-25	F.Y. 2023-24	F.Y. 2022-23	F.Y. 2021-22
Passengers in Numbers*	27,01,796	25,69,371	25,77,406	24,17,774	17,23,237

* All pax data corresponds to Domestic Traffic.

For detailed traffic information you may visit the link below:

<https://www.aai.aero/en/business-opportunities/aai-traffic-news>

ई-निविदा आमंत्रण सूचना (एनआईटी)
NOTICE INVITING E-TENDER (NIET)

1. निम्नलिखित के लिए रियायत देने हेतु ई-निविदा आमंत्रित की जाती है:

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

सुविधा का नाम /Name of Facility	Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Lane Pick-up Fees Rights at Birsa Munda Airport, Ranchi, Jharkhand
निर्धारित क्षेत्र / स्थान / Earmarked Area / Location	Approx. 7254 sqm., City side.
टेंडर प्रोसेसिंग शुल्क (नॉन-रिफंडेबल)/ Tender Processing Fees (in INR) (Non-Refundable)	₹. 50,000/- (पचास हजार रुपये मात्र) Rs. 50,000 /- (Rupees Fifty Thousand only)
बयाना राशि / Earnest Money Deposit (EMD) (in INR)	₹.10,22,000 (दस लाख बाईस हजार रुपये मात्र) Rs.10,22,000/- (Rupees Ten Lakh Twenty Two Thousand Only)
प्रति माह न्यूनतम आरक्षित लाइसेंस शुल्क (MRLF) / न्यूनतम मासिक गारंटी (MMG) (INR में) Minimum Reserved License Fee (MRLF) / Minimum Monthly Guarantee (MMG) (in INR) per month	Rs.28,23,051/- (Rupees Twenty eight lakh twenty three thousand fifty one only) Applicable charges and Taxes Extra.

टिप्पणी/ NOTE:

- बोली MRLF पर लगाई जाएगी।
Bidding shall be done on MRLF.
- MRLF से कम की प्राप्त बोलियों/कोटेशन पर विचार नहीं किया जाएगा।
Bids / Quotes received which are less than MRLF shall not be considered.
- सर्वाधिक उद्धृत लाइसेंस शुल्क (Highest Quote/Offer) प्रस्तुत करने वाला बोलीदाता ही उच्चतम बोलीदाता के चयन का एकमात्र आधार होगा।
Highest quote/offer received shall be the sole parameter for selection of highest bidder.
- मासिक लाइसेंस शुल्क, बोलीदाता द्वारा उद्धृत (Quoted) लाइसेंस शुल्क होगा। उद्धृत लाइसेंस शुल्क पर एनआईटी में वर्णित अनुसार वार्षिक वृद्धि (Annual Escalation) लागू होगी।

Monthly license fees shall be the quoted license fees. The quoted license fees is subject to annual escalation as detailed in NIT.

- e) उपरोक्त लाइसेंस शुल्क के अतिरिक्त चयनित बोलीदाता निम्नलिखित भुगतान करने के लिए उत्तरदायी होगा :

In addition to above license fee, the selected bidder shall be liable to pay:

- (i) आवंटित स्थान के लिए लागू स्पेस रेंट का 10% सामान्य क्षेत्र अनुरक्षण (Common Area Maintenance – CAM) शुल्क (या एएआई द्वारा समय-समय पर अधिसूचित दर के अनुसार) देय होगा। वर्तमान में अधिसूचित स्पेस रेंट 01.04.2026 से वातानुकूलित (A/C) क्षेत्र के लिए ₹1,440/- प्रति वर्गमीटर प्रति माह तथा गैर-वातानुकूलित (Non-A/C) क्षेत्र के लिए ₹960/- प्रति वर्गमीटर प्रति माह है, जिस पर प्रति वर्ष 7.5% की वार्षिक वृद्धि अथवा एएआई द्वारा समय-समय पर निर्धारित दर लागू होगी।

Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is INR 1440/- per SQM per month (for A/C space) and INR 960/- per SQM per month (for Non-A/C space) w.e.f. 01.04.2026 subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time.

- (ii) वस्तु एवं सेवा कर (GST) सहित भारत सरकार अथवा राज्य सरकार द्वारा समय-समय पर अधिसूचित सभी लागू सरकारी करों एवं शुल्कों का भुगतान। वर्तमान में जीएसटी की दर 18% है।

All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.

- (iii) विद्युत, जल, इंटरनेट, डेटा पोर्ट आदि उपयोगिताओं के वास्तविक उपभोग के आधार पर देय उपयोगिता शुल्क, जो संबंधित लाइसेंस के प्रयोजनार्थ उपभोग किए गए हों, प्राधिकरण के निर्देशों तथा एएआई द्वारा समय-समय पर निर्धारित दरों के अनुसार देय होंगे।

Utility Charges for the consumption of the electricity, water, internet, data ports etc. as per actual consumption consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.

2. स्थान का विवरण / **Location Details:** रियायत क्षेत्र के सांकेतिक लेआउट का चित्र तथा क्षेत्र का विस्तृत विवरण (Schedule of Premises) अनुलग्नक-A के परिशिष्ट-3 एवं परिशिष्ट-4 में दिया गया है। Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4 of Annexure A.**
3. रियायत की अवधि / **Period of Concession: Five (05) Years** from the original date of commencement of commercial operations.

4. वार्षिक वृद्धि की दर/ **Rate of Escalation:**

i. लाइसेंस शुल्क पर निम्नानुसार वार्षिक वृद्धि लागू होगी / License Fees shall be subject to annual escalation as given below:

Rate of escalation is linked with passenger growth and to be made effective in the following manner:

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

ii. प्रथम वार्षिक वृद्धि लाइसेंस अवधि का एक वर्ष पूर्ण होने के पश्चात लागू होगी। इसके उपरांत प्रत्येक आगामी एक वर्षीय अवधि पूर्ण होने पर वार्षिक वृद्धि लागू होगी। यदि किसी भी कारणवश लाइसेंसधारी एनआईटी में निर्धारित स्थापना अवधि (Gestation Period) की समाप्ति तक अपना व्यवसाय प्रारंभ नहीं कर पाता है अथवा स्थापना अवधि किसी कारणवश बढ़ा दी जाती है, तब भी प्रथम वार्षिक वृद्धि की गणना एनआईटी में निर्धारित मूल स्थापना अवधि की समाप्ति के अगले दिन से की जाएगी।

The First annual escalation on Concession fee will be applicable after completion of twelve (12) months Concession period. Thereafter, the same will be applicable after completion of subsequent one-year period therefrom. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

5. भावी बोलीदाताओं को सलाह दी जाती है कि वे निविदा की सभी शर्तों का सावधानीपूर्वक अध्ययन करें तथा व्यवसाय की व्यवहार्यता का आकलन एवं समुचित परीक्षण (Due Diligence) करने हेतु स्थल/विमानपत्तन का निरीक्षण करें और उसके उपरांत ही बोली प्रस्तुत करें। किसी भी कारण से लाइसेंस शुल्क में कमी का अनुरोध एएआई द्वारा किसी भी स्तर पर स्वीकार नहीं किया जाएगा।

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

6. प्रतिभागियों को सलाह दी जाती है कि वे कोई सशर्त निविदा प्रस्तुत न करें तथा एएआई द्वारा उपलब्ध कराए गए निविदा दस्तावेजों में उल्लिखित नियमों एवं शर्तों का पूर्णतः पालन करें। सशर्त निविदाएँ बिना किसी विचार के सीधे अस्वीकार कर दी जाएँगी।

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

7. **व्यावसायिक प्रारंभ अवधि/ Business Incubation Period:**

- i. व्यावसायिक प्रारंभ अवधि (Business Incubation Period) से अभिप्राय आशय पत्र (Letter of Award – LoA) जारी होने की तिथि से 15 (पंद्रह) दिनों की अवधि तक है, जिसके दौरान रियायतधारी/लाइसेंसधारी को पुरस्कार उपरांत (Post Award) अनुबंध संबंधी सभी औपचारिकताएँ, जैसे- आशय पत्र की स्वीकृति, सुरक्षा जमा (Security Deposit) प्रस्तुत करना, अनुबंध निष्पादित करना आदि, जो आशय पत्र में उल्लिखित हों, पूर्ण करनी होंगी। उपर्युक्त औपचारिकताओं की पूर्ति के पश्चात ही निर्धारित व्यावसायिक प्रारंभ अवधि के भीतर स्थल का कब्जा सौंपा जाएगा।

Business incubation period shall mean a period of 15 days, from the date of issuance of LoA, in which the concessionaire shall fulfil the post award contract formalities (like acceptance of the LoA, submission of security deposit, signing of agreement etc.) as shall be mentioned in LoA (Letter of Award). The site shall only be handed over after fulfilment of above formalities within the business incubation period.

- ii. व्यावसायिक प्रारंभ अवधि के दौरान लाइसेंसधारी द्वारा अनुबंध संबंधी सभी आवश्यक औपचारिकताओं की पूर्ति होने पर, उक्त अवधि समाप्त होने से पूर्व अथवा उसी तक स्थल का कब्जा लाइसेंसधारी/रियायतधारी को सौंप दिया जाएगा। यदि लाइसेंसधारी स्थल हस्तांतरण हेतु आवश्यक पुरस्कार उपरांत औपचारिकताओं को पूरा करने में विफल रहता है अथवा स्थल का कब्जा लेने के लिए उपस्थित नहीं होता है, तो जेस्टेशन अवधि (Gestation Period) व्यावसायिक प्रारंभ अवधि अथवा सक्षम प्राधिकारी द्वारा स्वीकृत उसके विस्तारित काल की समाप्ति के अगले दिन से प्रारंभ मानी जाएगी।

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

8. **स्थल का हस्तांतरण Handing Over of Sites:**

- i. व्यावसायिक प्रारंभ अवधि के भीतर पुरस्कार की सभी शर्तों की पूर्ति होने पर चयनित बोलीदाता को स्थल का कब्जा सौंप दिया जाएगा।

Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.

- ii. यदि लाइसेंसधारी स्थल हस्तांतरण हेतु आवश्यक पुरस्कार की शर्तों को पूरा करने में विफल रहता है, तो जेस्टेशन अवधि आशय पत्र (LoA) जारी होने के 16वें दिन अर्थात् व्यावसायिक प्रारंभ अवधि

की समाप्ति के तुरंत बाद से प्रारंभ मानी जाएगी। तथापि, स्थल का वास्तविक हस्तांतरण केवल आशय पत्र में उल्लिखित सभी पूर्वपेक्षित शर्तों की पूर्ति के पश्चात ही किया जाएगा।

If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on **16th day** of issuance of LoA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all prerequisite conditions as per LoA.

- iii. यदि निविदा प्रक्रिया पूर्ण हो चुकी हो तथा सफल बोलीदाता को आशय पत्र (LoA) जारी कर दिया गया हो, किन्तु वर्तमान लाइसेंसधारी की रियायत/लाइसेंस अवधि समाप्त न हुई हो, तो एएआई वर्तमान लाइसेंस अवधि अथवा अभिगम (Access) तिथि, जो भी बाद में हो, उसकी समाप्ति के सातवें दिन तक स्थल उपलब्ध कराने का हरसंभव प्रयास करेंगे। किन्तु, यदि अत्यंत विशेष परिस्थितियों में किसी कारणवश रिक्त स्थल उपलब्ध कराना संभव न हो, तो एएआई रियायतधारी से परामर्श कर व्यवसाय प्रारंभ करने हेतु वैकल्पिक स्थान उपलब्ध करा सकता है। ऐसी स्थिति में किसी प्रकार की शुल्क रियायत (Rebate) स्वीकार नहीं की जाएगी।

In case tender process has been completed and successful tenderer has been awarded LoA, but, concession/ license period of incumbent licensee is not over, then, AAI shall make endeavor to hand over the sites not later than 7th day of expiry of incumbent license or access date (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the AAI in consultation with concessionaire may identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

9. **स्थापना अवधि/ Gestation Period:**

- a. स्थल के हस्तांतरण की तिथि से अधिकतम 60 दिनों की स्थापना अवधि अथवा वाणिज्यिक परिचालन के वास्तविक प्रारंभ होने तक की अवधि, जो भी पहले हो, अनुमन्य होगी। स्थापना अवधि के दौरान आवंटी/रियायतधारी संबंधित आउटलेट का निर्माण/विकास करेंगे तथा सुविधा के संचालन के प्रारंभ हेतु आवश्यक सभी लाइसेंस, अनुज्ञप्तियाँ, परमिट एवं स्वीकृतियाँ प्राप्त करेंगे।

Gestation period of **maximum 60 days or actual commencement of commercial operation, whichever is earlier**, reckoned from the date of handing over of sites shall be permissible. During the gestation period, Awardee shall construct/develop the outlets and obtain all the License/permits/ approvals required for commencement of the facility.

- b. उसी स्थान (अर्थात् समान क्षेत्रफल एवं समान लोकेशन) पर विद्यमान लाइसेंसधारी के पक्ष में रियायत/लाइसेंस के नवीनीकरण अथवा पुनः प्रदान किए जाने की स्थिति में कोई स्थापना अवधि अनुमन्य नहीं होगी। तथापि

No gestation period is to be permitted in case of renewal/award of the concession/ license in favour of the existing licensee in the same place (i.e. same area as well as location). However,

- (i) यदि स्थान में परिवर्तन हो अथवा रियायत/लाइसेंस परिसर में विद्यमान क्षेत्र में संशोधन (Modification) किए जाने के कारण व्यवसाय अस्थायी रूप से स्थगित करना आवश्यक हो, तो संबंधित सुविधा के लिए निर्धारित सामान्य स्थापना अवधि अनुमन्य होगी।

where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined for the said facility, shall be permitted.

- (ii) यदि वर्तमान लाइसेंसधारी को उसी स्थान पर प्रदत्त नवीन लाइसेंस में क्षेत्रफल में वृद्धि की जाती है, तो स्थापना अवधि केवल अतिरिक्त (Incremental) क्षेत्र के लिए ही लागू होगी, बशर्ते कि एजेंसी विद्यमान क्षेत्र से अपना व्यवसाय निरंतर संचालित करती रहे तथा अतिरिक्त क्षेत्र के विकास हेतु समय अपेक्षित हो। ऐसी स्थिति में, विद्यमान क्षेत्र के लिए उद्धृत लाइसेंस शुल्क के अनुपात (Pro-rata) के आधार पर बिलिंग जारी रहेगी। नव-विकसित/अतिरिक्त क्षेत्र के लिए बिलिंग लागू स्थापना अवधि की समाप्ति के पश्चात प्रारंभ की जाएगी।

If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if agency continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of applicable gestation period.

- c. Automated Vehicle Parking solution shall be operationalized within the Gestation period. The successful bidder will be allowed to do installation work immediately after issuance of LOA subject to fulfilment of obligations as per award.
- d. Commencement of operations of subject Concession will not be permitted until both the pre-requisites i.e. completion of conditions of award and SITC of automation are not fulfilled by the Concessionaire.
- e. If the agency fails to install the Automation Parking System as per AAI's specifications within 75 days from LOA, another 15 days extension will be granted with daily penalty of 0.25% of the quoted Monthly Concession Fees. An additional 15 days extension may be granted with daily penalty of 0.5% of the quoted Monthly Concession Fees if agency fails to install Automated parking system within 90 days from LOA.
- f. Even after Completion of **105 days** from issuance of LOA, if the agency failed to install the equipment and not commence the operations, LOA is liable to be revoked, EMD is liable to be forfeited and the agency is liable to be debarred from AAI tenders for a period not exceeding One (01) year.
- g. Commencement of contract shall be reckoned from the original date of

commencement of contract (i.e., commencement date had there been no extension in gestation period). The H1 quoted license fee will be applicable only after the expiry of the gestation period or commencement of vehicle parking operations, whichever is earlier.

10. **पात्रता मानदंड/ Eligibility Criteria:**

A. तकनीकी पात्रता मानदंड/ Technical Eligibility Criteria:

- (a) Minimum 2 years of Experience (during the last seven years) of managing Concession for vehicle parking contracts at hospitals, airports, seaports, railway stations, metro rail stations, public vehicle park area of public authority, Commercial Complexes.

OR

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

OR

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

(JV/Consortium is not eligible to participate in the Vehicle Parking Management tender)

Note:

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

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

- b) Total years of experience is to be reckoned up to the date of submission of technical bid for the Tender i.e. on the last date of submission of technical bid (without extension), the party should fulfil the experience criteria as claimed.

B. वित्तीय पात्रता मानदंड / Financial Criteria:

- a. The Minimum Gross turnover shall be **Rs.3,38,76,612/-** (Rupees Three Crore Thirty-Four Lakh Forty-Four Thousand) (i.e. equivalent to 12 months of MRLF). **The Gross**

turnover should be in any one of the last 7 financial years. The turnover of the bidder should be in any one of the financial years for which technical experience has been claimed. The financial criteria will be ascertained as per the Statutory Auditor/Chartered Accountant Certificate.

- b. The Bidder's turnover details should be supported with audited annual accounts by Statutory Auditor/Chartered Accountants for the respective financial years. In case audited accounts are not available for the last (claimed corresponding year of experience) F.Y., the Provisional Accounts are to be submitted duly certified by Chartered Accountant.

टिप्पणी /Note:

बोलीदाता यह सुनिश्चित करेंगे कि चार्टर्ड अकाउंटेंट द्वारा प्रमाणित अथवा हस्ताक्षरित सभी दस्तावेजों पर विशिष्ट दस्तावेज पहचान संख्या (Unique Document Identification Number-UDIN) अंकित हो। [यह भारतीय चार्टर्ड अकाउंटेंट संस्थान (ICAI) की परिषद् द्वारा भारत के राजपत्र दिनांक 02 अगस्त 2019 के माध्यम से जारी दिशा-निर्देशों के अनुसार अनिवार्य है।]

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].

11. (a) एक बोलीदाता निविदा प्रक्रिया में केवल एक ही बोली प्रस्तुत करेंगे। यदि कोई बोलीदाता एक से अधिक बोलियाँ प्रस्तुत करता है, तो उसके द्वारा प्रस्तुत सभी बोलियाँ अयोग्य घोषित कर दी जाएँगी। एक से अधिक संस्थाओं का स्वामित्व रखने वाले एक ही स्वामी (Proprietor) को एक ही पक्ष तथा एक ही विधिक इकाई (Legal Entity) माना जाएगा।

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

(b) इस अनुबंध हेतु केवल उन्हीं बोलीदाताओं (एकल स्वामित्व फर्म, साझेदारी फर्म, कंपनियाँ अथवा निगम) की निविदाओं पर विचार किया जाएगा, जो उपर्युक्त खंड 10 में निर्धारित पात्रता मानदंडों को पूर्ण करते हों।

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

12. निम्नलिखित श्रेणियों में आने वाली कोई भी फर्म अथवा व्यक्ति बोली प्रस्तुत करने के लिए पात्र नहीं होगा:

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

- a. केंद्रीय अन्वेषण ब्यूरो (CBI), भारतीय विमानपत्तन प्राधिकरण (AAI) अथवा भारत सरकार/राज्य सरकार के किसी उपक्रम/विभाग, जैसे रेलवे, रक्षा अथवा अन्य किसी विभाग द्वारा प्रतिबंधित (Debarred) अथवा काली सूची (Blacklisted) में डाली गई संस्थाएँ/व्यक्ति पात्र नहीं होंगे। प्रतिबंधित संस्थाओं/फर्मों की संबद्ध (Allied) फर्मों भी निविदा प्रक्रिया में भाग लेने के लिए पात्र नहीं होंगी।

De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc. Allied firms of the debarred firms/entities are also not eligible for participation.

- b. PPE Act अथवा भारतीय विमानपत्तन प्राधिकरण अधिनियम (AAI Act) के अंतर्गत कार्यवाही का सामना कर रहे पक्ष पात्र नहीं होंगे।

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

- c. ऐसे व्यक्ति अथवा व्यावसायिक प्रतिष्ठान, जिनके विरुद्ध किसी सक्षम न्यायालय द्वारा एएआई के किसी भी विमानपत्तन पर बकाया देय राशि का भुगतान करने का आदेश पारित किया गया हो तथा जिन्होंने उक्त बकाया राशि का भुगतान न किया हो, वे भी इस ई-निविदा में भाग लेने के पात्र नहीं होंगे।

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

- d. यदि किसी निविदा में भाग लेने वाली संस्था निजी अथवा सार्वजनिक लिमिटेड कंपनी, साझेदारी फर्म अथवा एकल स्वामित्व फर्म है तथा उसके किसी निदेशक/साझेदार/एकल स्वामी का संबंध किसी अन्य कंपनी, फर्म अथवा एकल स्वामित्व प्रतिष्ठान से है, जिसका एएआई के साथ स्थापित व्यवसाय हो तथा जिसके विरुद्ध एनआईटी के "सामान्य सूचना एवं दिशा-निर्देश" के पैरा 3(f) में निर्दिष्ट कट-ऑफ तिथि तक जारी चालानों (Invoices) के संबंध में प्राधिकरण के देय बकाया लंबित हों, तो ऐसी संस्था को एएआई की निविदाओं में भाग लेने की अनुमति नहीं दी जा सकती।

If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices raised up to the cutoff date as specified in General Information and Guidelines para 3(f) of NIT, then the said entity may not be allowed in AAI tenders.

सक्षम प्राधिकारी द्वारा विवाद निवारण समिति (Dispute Resolution Committee–DRC), मध्यस्थता (Mediation) अथवा पंचाट (Arbitration) को संदर्भित विवादित राशियों को बकाया देय (Outstanding Dues) नहीं माना जाएगा। डीआरसी अथवा पंचाट (Arbitration) के मामलों में विवादित राशि को बकाया देय नहीं माना जाएगा, बशर्ते संबंधित एजेंसी ने प्रचलित लाइसेंस/रियायत की शर्तों के अनुसार देय सुरक्षा जमा के अतिरिक्त, विवादित राशि के मूल्य के 50% अथवा अनुबंध में विनिर्दिष्ट राशि के समतुल्य अतिरिक्त वैध सुरक्षा जमा (Validated Security Deposit) जमा किया हो। विवादित देयों के संबंध में डीआरसी/पंचाट हेतु प्रस्तुत यह अतिरिक्त सुरक्षा जमा डीआरसी/पंचाट की तिथि से न्यूनतम दो (02) वर्ष की अवधि के लिए वैध होगा तथा आवश्यकता अनुसार उसका नवीनीकरण एजेंसी को कराना होगा।

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

यदि किसी सक्षम न्यायालय अथवा पंचाट न्यायाधिकरण (Arbitral Tribunal) द्वारा किसी विशिष्ट देय राशि की वसूली पर स्थगन (Stay) अथवा रोक (Withholding) संबंधी आदेश पारित किया गया हो, तो उपर्युक्त शर्तें उस न्यायालय/न्यायाधिकरण के विशिष्ट आदेशों के अनुसार शिथिल मानी जाएंगी तथा उसी के अनुरूप विनियमित होंगी।

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

- e. एएआई द्वारा विमानपत्तन परिसर में प्रदत्त किसी भी लाइसेंस के संबंध में एजेंसी तथा/अथवा उसकी संबद्ध संस्थाओं (Affiliates) अथवा उसके किसी निदेशक/ प्रबंधक/ कर्मचारी के विरुद्ध किसी नियामक प्राधिकरण (Regulatory Authority) द्वारा छापा (Raid), जब्ती (Seizure) अथवा तलाशी (Search) की कार्रवाई की गई हो अथवा ऐसी कोई कार्रवाई लंबित हो, तो उसकी समस्त प्रासंगिक जानकारी प्रस्तुत करना अनिवार्य होगा।

Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against agency and/or against our/its affiliates or against any of the

Directors/Managers/Employees" (In case if raids/seizure/search conducted, all such relevant details to be furnished).

- f. बोलीदाता द्वारा तकनीकी बोली के साथ इस आशय की घोषणा (Declaration) प्रस्तुत की जाएगी कि वह उपर्युक्त क्रमांक (a), (b), (c), (d) एवं (e) में वर्णित किसी भी श्रेणी के अंतर्गत नहीं आता है। (संदर्भ : अनुलग्नक-‘G’)

A declaration to the effect that the Tenderer does not fall under the above categories a), b), c), d) and e) above has to be submitted in the Technical Bid. (Refer: Annexure: G).

13. इस निविदा में संयुक्त उपक्रम (Consortium) के रूप में भागीदारी की अनुमति नहीं है।
Participation in the form of consortium is not allowed for this tender.

14. लाइसेंस से संबंधित पूर्ण विवरण सहित ई-निविदा दस्तावेज एनआईसी के केंद्रीय सार्वजनिक खरीद पोर्टल (NIC CPPP E-Tendering Portal) **etenders.gov.in** पर उपलब्ध ई-निविदा दस्तावेजों में देखे जा सकते हैं।

E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in.

- a) बोलियाँ केवल एनआईसी सीपीपीपी ई-टेंडरिंग पोर्टल (NIC CPPP E-Tendering Portal) etenders.gov.in के माध्यम से ही प्रस्तुत की जाएँगी।

The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in.

- b) बोलियाँ किसी अन्य माध्यम अथवा स्वरूप में स्वीकार नहीं की जाएँगी।

The bids shall not be accepted in any other form.

- c) बोलीदाताओं को सलाह दी जाती है कि वे उपर्युक्त एनआईसी सीपीपीपी ई-टेंडरिंग पोर्टल पर उपलब्ध ई-निविदा प्रक्रिया एवं सहभागिता संबंधी आवश्यकताओं से स्वयं भली-भाँति परिचित हो जाएँ।

Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal mentioned above.

- d) यदि किसी प्रकार का स्पष्टीकरण अपेक्षित हो, तो वह केवल एनआईसी सीपीपीपी ई-टेंडरिंग पोर्टल के माध्यम से ही भेजा जाएगा।

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

- e) **₹50,000/- (केवल पचास हजार रुपये मात्र)** की अप्रतिदेय टेंडर प्रोसेसिंग शुल्क (Tender Processing Fee) की राशि, बोलीदाता द्वारा ई-निविदा प्रस्तुत करने की निर्धारित अंतिम तिथि एवं समय से पूर्व सीपीपीपी पोर्टल के पेमेंट गेटवे के माध्यम से जमा की जाएगी। भुगतान का कोई अन्य माध्यम स्वीकार्य नहीं होगा।

Cost of Tender Processing Fees (Non Refundable) amounting to **Rs. 50,000/- (Rupees Fifty Thousand only)**, shall be paid by the bidder before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.

- f) **₹ 10,22,000/- (दस लाख बाईस हजार रुपये मात्र)** की बयाना राशि (Earnest Money Deposit-EMD) बोलीदाता द्वारा ई-निविदा प्रस्तुत करने की निर्धारित अंतिम तिथि एवं समय से पूर्व सीपीपी पोर्टल के पेमेंट गेटवे के माध्यम से जमा की जाएगी। भुगतान का कोई अन्य माध्यम स्वीकार्य नहीं होगा।

The amount of Earnest Money Deposit (EMD) of **Rs.10,22,000/- (Rupees One lakh Forty one Thousand Only)**, shall be paid by the tenderers before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.

- g) उपरोक्त भुगतानों (अर्थात् टेंडर प्रोसेसिंग शुल्क एवं ईएमडी) के प्रमाण-पत्र/दस्तावेजों की स्कैन की हुई प्रति, तकनीकी बोली के साथ ऑनलाइन अपलोड करना अनिवार्य होगा।

A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).

- h) टेंडर प्रोसेसिंग शुल्क अथवा ईएमडी जमा न करने पर बोलीदाता की बोली अयोग्य घोषित कर दी जाएगी।

Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.

- i) ई-बोलियाँ निम्नानुसार द्वि-बोली प्रणाली (Two Bid System) के अंतर्गत प्रस्तुत की जाएँगी:

E-bids shall be submitted in two bid system as follows: -

- i. तकनीकी बोली/ Technical bid – बयाना राशि (EMD) तथा ई-निविदा आमंत्रण सूचना के "सामान्य सूचना एवं दिशा-निर्देश" के खंड 3 के अंतर्गत अपेक्षित अन्य सभी दस्तावेज।

Earnest Money Deposit (EMD) and other documents as required under **clause 3** of the General Information / Guidelines of Notice Inviting E-Tender.

- ii. वित्तीय बोली/ Financial Bid – ई-निविदा आमंत्रण सूचना के "सामान्य सूचना एवं दिशा-निर्देश" के खंड 4 के अनुसार अपेक्षित विवरण।

As required under **clause 4** of General Information/Guidelines of Notice Inviting E-Tender.

15. महत्वपूर्ण तिथियाँ/ **Critical Dates:**

S. NO.	गतिविधि / ACTIVITY	दिनांक/ DATE (DD-MM-YYYY)	भारतीय मानक समय/ TIME IN IST
1.	Download of e-tender document from NIC CPP portal	From 14.09.2026 to 05.10.2026	Up to 1600 Hrs.
2.	Submission of Queries related to E-Tender, if any; on NIC CPP portal only	By 23.09.2026	Up to 1600 Hrs.
3.	Reply to the queries by AAI on NIC CPP portal	By 29.09.2026	Up to 1600 Hrs.
4.	Pre bid meeting with the prospective bidders*	On 22.09.2026	at 1600 Hrs.
5.	Last date of Online submission of Bids (Technical Bid as well as Financial Bid) on E-Tender portal	05.10.2026	Up to 1600 Hrs.
6.	Opening of Technical Bids / Proposals(s) (online only)	On 06.10.2026	at 1600 Hrs.
7.	Opening of Financial Bids / Proposals(s) (online only) (Tentative)	On 27.10.2026	at 1600 Hrs.

*(Interested agency(ies) should email the Name(s), designation of representatives and Name of firm one day before the date of Pre-bid meeting by 11:00 Hrs, on rc_cml@aai.aero)

16. असफल बोलीदाताओं की बयाना राशि (EMD) सफल बोलीदाता को आशय पत्र (Award Letter) जारी किए जाने तथा उसकी सूचना एनआईसी सीपीपी पोर्टल पर प्रकाशित किए जाने के उपरांत ही वापस की जाएगी।

EMD of unsuccessful bidder(s) shall be refunded only after issuance of Award Letter to Successful Bidder and published on the NIC CPP Portal.

17. यदि कोई बोलीदाता तकनीकी बोली प्रस्तुत करने की अंतिम तिथि से पूर्व निविदा प्रक्रिया से अपना नाम वापस लेता है, तो उसकी बयाना राशि (EMD) का 10% जब्त कर लिया जाएगा।

In case, bidder withdraws from tender process before last date of submission of technical bid, 10% of EMD amount shall be forfeited.

18. यदि बोली प्रस्तुत करने की अंतिम तिथि के पश्चात निविदा प्रक्रिया के किसी भी चरण में बोलीदाता/एजेंसी अपनी बोली वापस लेती है, तो उसकी संपूर्ण बयाना राशि (EMD) जब्त कर ली जाएगी तथा उसे एक वर्ष की अवधि के लिए एएआई की किसी भी निविदा में भाग लेने से प्रतिबंधित (Debarred) किया जा सकता है।

In case, after last date of submission of bid, at any stage if the Bidder/agency withdraws from tender process, entire EMD amount shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **one year**.

19. यदि लाइसेंस/रियायत प्रदान किए जाने के उपरांत एजेंसी निर्धारित अवधि के भीतर आशय पत्र की स्वीकृति, सुरक्षा जमा (Security Deposit) जमा करने तथा अनुबंध निष्पादित करने संबंधी पुरस्कारोत्तर (Post-Award) औपचारिकताएँ पूर्ण नहीं करती है, तो उसकी संपूर्ण बयाना राशि (EMD) जब्त कर ली जाएगी तथा उसे **एक वर्ष** की अवधि के लिए एएआई की किसी भी निविदा में भाग लेने से प्रतिबंधित किया जा सकता है।

In case, the agency does not complete the post-award formalities of Acceptance of Award Letter, Submission of Security Deposit and Execution of Agreement within the stipulated date after award of license/concession; entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **one year**.

20. यदि कोई एजेंसी निविदा में मिथ्या/जाली दस्तावेज प्रस्तुत करती है और उसके कारण उसकी बोली अस्वीकार कर दी जाती है अथवा निविदा निरस्त कर दी जाती है, तो उसकी संपूर्ण बयाना राशि (EMD) जब्त कर ली जाएगी तथा उसे **दो वर्ष** की अवधि के लिए एएआई की किसी भी निविदा में भाग लेने से प्रतिबंधित किया जा सकता है।

In case, the agency submits false document(s) in the tender and his/their bid is rejected/tender is cancelled, entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of AAI for **two years**.

टिप्पणी / Note: प्रतिबंधित (Debarred) एजेंसी की संबद्ध फर्मों (Allied Firms) पर भी यह प्रतिबंध लागू होगा। प्रतिबंधित एजेंसी के प्रभावी नियंत्रण (Effective Influence) के क्षेत्राधिकार में आने वाली सभी फर्मों/संस्थाओं को उसकी संबद्ध फर्म (Allied Firm) माना जाएगा। इसके अतिरिक्त, प्रतिबंधित एजेंसी की 'संबद्ध फर्मों' (Allied Firms) का निर्धारण करते समय निम्नलिखित कारकों पर विचार किया जा सकता है :-

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

- a. क्या प्रबंधन (Management) समान है।

Whether the management is common;

- b. क्या प्रतिबंधित/निलंबित फर्म के साझेदारों अथवा निदेशकों का प्रबंधन में बहुमत हित (Majority Interest) है।

Majority interest in the management is held by the partners or directors of banned/suspended firm;

- c. क्या प्रतिबंधित/निलंबित/प्रतिबंधित (Debarred) फर्म के पास पर्याप्त अथवा बहुसंख्यक शेयर हैं, जिनके आधार पर उसे नियंत्रणकारी अधिकार (Controlling Voice) प्राप्त है।

Substantial or majority shares are owned by the banned/suspended/debarred firm and by virtue of this, it has a controlling voice.

- d. क्या वह किसी अन्य बोलीदाता को प्रत्यक्ष अथवा अप्रत्यक्ष रूप से नियंत्रित करती है, उसके द्वारा नियंत्रित होती है अथवा समान नियंत्रण (Common Control) के अधीन है।
Directly or indirectly controls, or is controlled by, or is under common control with another bidder.
- e. सभी उत्तराधिकारी फर्मों (Successor Firms) को भी संबद्ध फर्म (Allied Firms) माना जाएगा।
All successor firm will also be considered as allied firms.
यदि किसी संयुक्त उपक्रम (Joint Venture)/कंसोर्टियम (Consortium) को प्रतिबंधित किया जाता है, तो ऐसे संयुक्त उपक्रम/कंसोर्टियम के सभी भागीदार/सदस्य भी प्रतिबंध आदेश में निर्दिष्ट अवधि के लिए प्रतिबंधित माने जाएंगे।
In case Joint venture/Consortium is debarred, all partners/members of such JV/Consortium will also stand debarred for the period specified in the Debarment Order.
21. भारतीय विमानपत्तन प्राधिकरण (एएआई) बिना कोई कारण बताए सशर्त निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।
AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
22. भारतीय विमानपत्तन प्राधिकरण (एएआई) बिना कोई कारण बताए किसी भी अथवा सभी निविदाओं को अस्वीकार करने तथा किसी भी बोलीदाता से अतिरिक्त विवरण अथवा सूचना माँगने का अधिकार सुरक्षित रखता है।
AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
23. निविदा स्वीकृत होने पर, बोलीदाता को अपने अधिकृत प्रतिनिधि/प्रतिनिधियों का नाम, जो एएआई के अधिकृत अधिकारी से निर्देश प्राप्त करने के लिए उत्तरदायी होंगे, प्राधिकरण को सूचित करना होगा।
On acceptance of the tender, the name of the authorize representative (s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.
24. In case annual threshold value of Rupees two and half crores (Rs. 2.50 cr.) agency shall have to sign Integrity Pact as per AAI Policy.

विमानपत्तन निदेशक/ **AIRPORT DIRECTOR**
बिरसा मुंडा विमानपत्तन, रांची/ **Birsa Munda Airport, Ranchi.**

“E-Tendering guidelines to the bidders”

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

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

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

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

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

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

CPPP under GePNIC, Help Desk Services

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

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

Mail: support-eproc@nic.in

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

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

SL. 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.	Mr. Gamit Vaibhav Manekjibhai AM(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or vaibhav_g@aai.aero	011-24632950 Ext. 3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Amit Mishra, Sr. Manager. (IT)	After 12 Hrs.	amitmishra@aai.aero	011-24632950 Ext. 3520	0930-1800 Hrs. (MON-FRI)
4	Sh. Sunil Kumar Jt. GM (IT)	After 24 Hrs.	sunil.km@aai.aero	011-24632950 Ext. 3506	0930-1800 Hrs. (MON-FRI)
5	General Manager (IT)	After 03 Days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

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

6. The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.

GENERAL INFORMATION AND GUIDELINES

1. E-Tender Documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer:
 - a) Envelope One - Technical e-Bid through e-portal.
 - b) Envelope Two - Financial e-Bid through e-portal.
3. Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (Power of Attorney) should be on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public (**Format as per Annexure: B**). The technical e-bid which will be opened first, shall contain the following documents specified as under (Bidders shall upload scanned copy of following documents along with authorization letter in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of technical bid): -
 - a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per **Annexure: D**
 - b) **Self-attested copies of the PAN card, GST registration.** In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
 - c) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of company as per the companies Act. All the certificates issued/ documents certified by Chartered Accountant/ Statutory Auditor must have UDIN generated by concerned Chartered Accountant/ Statutory Auditor.
 - d) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of partnership firms and approved bye-laws in case of cooperative societies.
 - e) The Bidders are required to furnish Tender Processing Fee of **Rs.50,000/- (INR Fifty Thousand Only)**/- and Earnest Money Deposit of **Rs. 10,22,000/- (Rupees Ten lakh Twenty Two Thousand Only)** through Payment Gateway on CPP Portal. A copy of document indicating payment of Tender Processing Fee and EMD through Payment Gateway on CPP Portal is to be uploaded in the technical bid. Non-payment of Tender Processing Fee and EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

Note: Tender Processing Fee and EMD in the form of cash/Demand Draft/RTGS/NEFT or any other form shall **not be accepted**. Prospective Bidders shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of Tender Processing Fee and EMD to any AAI employee during the process of the tender. In no scenario, the prospective bidders are required to submit/contact any AAI employee for

physical submission of any documents before opening of the bids. Tenders/bids without Tender Processing Fee and EMD shall not be considered.

Refund of EMD:

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

f) **No Dues Certificate:**

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

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

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

The party should also enclose the no dues certificate issued by AAI **for the bills raised-up to 30th June 2026** in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. Format as per **Annexure: I**.

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

- g) Form of unconditional acceptance duly signed (enclosed as **Annexure: ‘C’** along with tender documents).
- h) Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees”. (Refer **Annexure: G**)

- i) Declaration giving the details of blacklisting or debarring by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (Refer **Annexure: G**).
- j) Declaration of cases / action under PPE Act or AAI Act initiated by AAI. (NIL statement also to be filed). (Refer **Annexure: G**)
- k) Declaration in respect of near relatives* working in AAI, as per **Annexure: H**.
- l) Certificate from Chartered Accountant/Statutory Auditor in support of Technical and Financial Eligibility criteria, as per **Annexure: E**.
- m) Letter of Undertaking by Bidder, as per **Annexure: F**.
- n) Documents supporting eligibility criteria.
- o) Scanned copy of complete set of E-tender document (duly signed and stamped by the authorized person).
- p) Duly signed **Integrity Pact** is to be submitted along with bid document. (Format given at **Annexure: O**)

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

Note:

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

4. Financial Bid

- a) The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in.
- b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- c) The AAI does not bind itself to accept the highest or any E-tender and reserves to itself the right of accepting the whole or any part of the E-tender and the tenderer shall be bound to provide the service at the rate quoted.
- d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
- e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

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

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

- a) Acceptance of the offer within **seven (07) days** from the date of issuance of the award letter addressed to the party.
- b) Payment of advance license fee for one month within Business Incubation Period.
- c) Payment of interest free Security Deposit within Business Incubation Period, amounting to **six (06) months’** equivalent gross license/Concession fee of the first year, to AAI as an interest free security Deposit of Rs./-. The Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

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

Note:

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

BANK DETAILS	State Bank Of India, Hinoo, Ranchi
BANK NAME	State Bank Of India

BANK ADDRESS	Hinoo, Ranchi
ACCOUNT NO.	32909130918
RTGS CODE / IFSC CODE	SBIN0030527

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

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC00000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER	AAIRANCHI
CODE	(to be mentioned in field 7037 of the BG advising message code)

- vi. While submitting the Original BG document, successful bidder needs to attach copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.
- d) Execution of the Agreement within Business Incubation Period (on Stamp Paper of appropriate value, related costs to be borne by the licensee).
- e) Commencement of the facility within gestation period.
6. E-Tender(s) will remain valid for a period of 180 days from opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAI for one year.
7. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives*of AAI employees, or are ex-employees of AAI who have separated from AAI in the past two years.
8. Fraud & Corrupt Practices and Penalty:
- a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LoA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:
- i. has been debarred by any state or central government or government

agency in India and the same is subsisted at the time of NIT; or

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

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

c) If such an event occurs after the issuance of LOA and during the contract period, then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the Performance Security amount.

d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the Proposals under consideration.

9. **Conflict of Interest:** -

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

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

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

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

- A. Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - B. Subject always to sub-clause A above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or
- ii. a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or
 - iii. a constituent of Such Bidder is also a constituent of another Bidder; or
 - iv. such Bidder, or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any Such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
 - v. such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
 - vi. such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party/parties, that

puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Explanation:

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

Note:

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

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

10. Exit Clause:

A. **Normal termination:** -

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

B. **Termination for cause:** -

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

C. **Termination for convenience:** -

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of 120 days, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

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

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

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

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

Draft License Agreement

Photo
of the licensee

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

THIS CONCESSION AGREEMENT (“Agreement”) made and executed at on this day of Two Thousand by and

BETWEEN:

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its corporate office at New Delhi and branch office at Airport, represented by Airport Director, Birsa Munda Airport, Ranchi, Jharkhand hereinafter called the ‘Authority’ (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

AND

....., a Proprietorship Firm/ Partnership Firm/ LLP/ Company incorporated under the Companies Act 1956/ 2013, represented by and having its registered office at (hereinafter called the “Concessionaire/Licensee” (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in ‘Law’ to grant license at its **Ranchi** Airport for the purpose of **Concession to Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Lane Pick-up Fees Rights** so as to provide amenities and facilities to the passengers and visitors at **Ranchi Airport** and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

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

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of **05 (Five)** years from _____ to _____, unless terminated earlier on account of following;
 - a. By giving **120 (One Hundred and Twenty) days** of notice in writing without assigning any reason.
 - b. Terminated by AAI on a short notice on account of non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 15th day of English calendar month as under:

Year	Amount of Monthly License Fee
1st year	_____ + applicable GST/Taxes
2 nd year	_____ + applicable GST/Taxes
3 rd year	_____ + applicable GST/Taxes
4 th year	_____ + applicable GST/Taxes
5 th year	_____ + applicable GST/Taxes

3. **Rate of Escalation:**

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

Rate of escalation is *linked with passenger growth* and to be made effective in the following manner:

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

- b. The First annual escalation on Concession fee will be applicable after completion of twelve (12) months Concession period. Thereafter, the same will be applicable after completion of subsequent one-year period therefrom. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

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

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

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

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

5. Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is INR 1440/- per Sqm. per month (for A/C space) and INR 960/- per Sqm. per month (for Non-A/C space) w.e.f. 01.04.2026 subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time. That in addition Licensee is also liable to pay, **if applicable as per tender conditions**, space rent of Rs.1440/- per Sqm per month for A/C space and INR 960/- per Sqm per month for Non A/C space.

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

6. That in addition to the above said license fee, licensee shall pay all utility charges towards consumption of electricity, water, internet, data ports etc. as per actual consumption, as may be, due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the above utilities to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
8. That the Licensee shall make payment of license fee etc. either by Virtual Account Number (VAN), cheque/demand drafts drawn on local banks or through RTGS/NEFT.
9. That the Licensee shall deposit Security Deposit within Business Incubation Period (i.e., **within 15 days** from issuance of LOIA), amounting to 06 (Six) months' equivalent gross license/Concession fee of the first year, to AAI as an interest free security

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

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

In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event, Licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

Note:

- i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.
 - ii. In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.
 - iii. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period, from a Nationalized/Scheduled Bank and in favor of Airport Director, AAI, [Ranchi Airport](#).
10. The licensee shall deposit additional Security Deposit of Rs. _____/- in the form of DD/PO/NEFT/RTGS/BG/VPA/VAN for the Utilities (Electricity, Water, Data Port, Telephone etc.). The value of such Security Deposit for utilities will be determined equivalent to 5% of annual license/concession Fee of first year, subject to minimum deposit of Rs.10,000 and a maximum deposit of Rs.10 lakhs.
 11. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license;
 12. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

13. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
14. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
15. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
16. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
17. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give licensee an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
18. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
19. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
20. The licensee must necessarily operate the contract for minimum 20% of the total period of the contract failing which the licensee is liable to be debarred from participating in any tender of AAI for **one (01)** year from the date of issuance of orders.
21. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/ document, in such an eventuality, the license is liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for a period of two (02) years without prejudice to any other rights or remedy that may be available to AAI in this regard. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.

22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 120 days' notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 120 days' notice in writing without assigning any reason thereto.

23. **Exit Clause in this contract shall be as follows: -**

A. **Normal termination:** -

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

B. **Termination for cause:** -

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

C. **Termination for convenience:** -

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of 120 days, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient

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

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

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

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

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

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

25. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.

26. Set-Off Clause

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off

and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

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

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

27. Acceptance of award letter and NIT conditions shall form part & parcel of the license agreement.
28. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in **Appendix 1, 2, 3 & 4 of Annexure A** respectively annexed hereto.

29. Obligations relating to Transfer:

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

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

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

WITNESS:

1.....

2.

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

WITNESS:

1.

2.

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the licensee as follows:

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

- (8) The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs. 1000/- per day for each default up to 7 days & thereafter Rs. 2000/- per day and can take other actions including termination of the license.
- (9) The licensee shall comply with the requirements of all standard health clauses including those given below:
- a. The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.
 - b. All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - c. The licensee shall notify to the Airport Health Officer whenever any person working under the licensee is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.
- (10) The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. The Licensee shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general

discipline of the Authority and shall confirm to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. The Licensee may also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

- (11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of business.
 - (b) No inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
 - (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
- (14) (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
 - (b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
 - (c) The licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by Licensee in connection with the business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
- (15) In the case of such breach of the terms of this license as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee. The decision of the Authority in this respect shall be final and binding on the licensee.
- (16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- (17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by

the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and Licensee shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.

- (18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
- (19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- (20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director or his authorized representative.
- (21) If any strike or lockout affecting the operations in the Airport or in any airline, due to which Licensee's business is affected, the authority shall not be liable for any loss suffered by the licensee. However, pro-rata rebate in the License fee shall be considered by the Tender Accepting Authority, in the following situations: -
 - i. Ban on visitor entry at the airport continuously for 03 days (if the location of the commercial facility is in visitor concourse area);
 - ii. Closure of the Airport by AAI for total operation, due to any reason, continuously for 03 days;
 - iii. Complete suspension / interruption by all scheduled flight operations continuously for 07 days.

Note: - The Annual Escalation shall be applied as per original terms and conditions of Agreement, i.e., after completion of 365 days (12 months) of license period as per the agreement.
- (22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.

- (23) The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- (24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
- (25) On expiry of the license period or on termination of the license by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises within seven days, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and adjust the costs from the Security Deposit available OR demand payment for the costs incurred on such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.
- (26) The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
- (27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
- (28) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.

(29) **Dispute Resolution:**

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

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

29.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke

arbitration through **clause 29.3** within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

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

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

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

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

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

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

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

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

29.3.5 The venue of such arbitration shall be Regional Headquarters/Corporate Headquarters (as the case may be), AAI and the language of arbitration proceedings shall be English.

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

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

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

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

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

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

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

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

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

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

(SIGNATURE OF LICENSEE)

ANNEXURE VP9: SPECIAL TERMS AND CONDITIONS

1. SCOPE OF WORK:

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

- i. The concessionaire at its own cost shall hire/lease/procure, install, operate and manage Automated Parking Management System (APMS).
- ii. The Automated Parking Management System should be based on the technology of Automatic Number Plate Recognition System (ANPR). The automation system to have the capability to accept parking payment tariff through various digital modes including Fast Tag.
- iii. The details (components and specification) of automated parking management system for different categories of airports are as per Annexure VP7
- iv. All components of the Car Park Management system consisting of hardware and software should be fully integrated, with capability of seamless and real-time communication between different components.
- v. The Concessionaire shall permit AAI's authorized officers to inspect the APMS at any time.
- vi. Only system generated tokens and payment receipts to be issued. Issuance of manual tokens and payment receipts will be strictly prohibited.
- vii. Software used by the concessionaire in its APMS should be as per industry standards.
- viii. The solution shall have the capability of exporting reports to formats that shall include but not be limited to Excel, PDF, CSV and HTML as required by AAI.
- ix. In order to facilitate the auditing and reporting requirements of AAI, the Concessionaire shall:
 - a. Render complete support and full cooperation to AAI.
 - b. To obtain all required approvals from its software suppliers and implement this process.
- x. In case of failure or mal-functioning of any component of APMS, the details shall be shared with Airport Director/Commercial Incharge immediately, and same shall be rectified within 24 Hours by the concessionaire.
- xi. In a single incident, maximum breakdown period of not more than 30 minutes is permissible.
- xii. At Airports with annual passenger traffic of more than 2 million, agency to operate a 24x7 control centre near the parking area with supporting technicians to meet any breakdown/maintenance requirements. Applicable space rental will be levied for any space allotted for this purpose.
- xiii. Concessionaire shall have to submit to AAI a third-party auditor's certificate verifying the installation and operation of Automated Parking Management System (APMS) installed by concessionaire as per NIT before commencement of operations of a regular contract at Mega, A, B and C category of airports (Ranchi is currently a Category B Airport). The third-party auditor for this purpose should be an STQC Empanelled agency having a valid certificate issued by Standardization Testing & Quality Certification Directorate of Government of India. The cost of audit shall be borne by the concessionaire.

- xiv. Concessionaire shall subsequently submit audit report to AAI verifying the installation and operation of APMS on quarterly basis in case of Mega, A and B category airports and on annual basis in case of C, D and Others Category airports (Ranchi is currently a Category B Airport) The third-party auditor for this purpose should be an STQC Empanelled agency having a valid certificate issued by Standardization Testing & Quality Certification Directorate of Government of India. The cost of audit shall be borne by the concessionaire.

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

- a) Automated Access control unit shall be installed at all entry and exit points of designated car parking area.
- b) The payment of Parking Tariff is to be done at the exit of the parking. Payment booths shall be placed at Parking Exit. Further, payment booths/points may also be placed by the concessionaire at other locations inside the parking/other convenient points so that airport users have option to make payment towards parking charges.
- c) Optimal utilization of designated vehicle park areas by assisting airport users in parking their vehicles in clearly demarcated parking slots.
- d) The space for pick up points & parking space at the airport is to be earmarked based on passenger comfort, revenue and traffic flow management.
- e) A table depicting the location of time stamping, booths and types of collection has been attached as Annexure VP 5 for the purpose of earmarking the various areas.
- f) Further, the following is also to be considered while demarcation of parking space:
 - (i) Parking areas for VIPs/Government Vehicles, Regulatory Agencies (Customs, Immigration etc.), shall be clearly demarcated. Not more than 10% of space shall be demarcated for Govt. Vehicles/ VIP Parking, and vehicles parked in this area shall be exempted from parking fees.
 - (ii) Not more than 20% of parking area shall be demarcated for ground transportation Concessionaires, including the App Based Cab Aggregator Concessionaires of AAI.
 - (iii) Not more than 10% of parking area shall be demarcated for employees of AAI and agencies working at Airport (including airlines/GHA staff). This shall be ensured by Airport team before the commencement of Concession.
 - (iv) Further, Airport Director to decide percentage of space to be demarcated for various category of vehicles as detailed above on demand basis within the overall limits. He may also review the same on time-to-time basis as per requirement on mutual consent.
- g) Ensure Government owned Vehicle, Regulatory Agencies, Airlines and staff vehicles are not parked in the parking area earmarked for airport users.
- h) Ensure AAI Concessionaires of Pre-paid Taxi, Car Rental, App-Based Cab Aggregators etc. are not parked in the parking area earmarked for airport users.
- i) Schedule of Parking Charges is given in Annexure VP1. The first parking slab for non-AAI licensee commercial cars shall be from 0 to 120 minutes. Such cars which have paid the parking fees need not pay Lane Pick-up Fees at the airport exit booth.

- j) Adequate signage/notices to be installed by the concessionaire at exit gate of the approach road to airport for public awareness and to reduce any complaints of new policy/charges by AAI. Signboards quoting "Please collect the challan receipt" to be displayed at the cityside/parking area. The positioning and format of the signages/notices to be as per Annexure VP6.
- k) Time clock with high visibility shall be installed by the concessionaire at entry and exit of the parking area and the exit booth of the airport and the same shall be in synchronization (with automatic Server clock) with the time stamp on parking token. The specifications of clock to be as per Annexure VP6.
- l) The name of the parking contractor should be clearly indicated in the parking token and receipt. Other than this, no advertisement is permissible on the parking token and receipt. Use of AAI logo on parking token and receipt is not permitted, however the name of airport is to be mentioned. The format of parking tokens and receipt to be as per Annexure VP8.
- m) Concessionaire shall be responsible for allowing the entry of vehicles in parking area after proper security check. However, security check of vehicles outside the parking area is not in the purview of the concessionaire.

iii) Management of Airport Exit Booths and Lane Pick-up Fees Collection Rights

- a) Lane Pick-up fees is the fees payable only by those Non-AAI Licensee Commercial cars which have done pick-up from lanes. Lane Pick-up fees shall not be levied on any other vehicle.
- b) Private vehicles, whether doing pick-up or drop-off, in lanes shall not be levied Lane Pick-up Fees. Further, Commercial vehicles doing only drop-off shall not be levied Lane Pick-up Fees.
- c) Automated Access control unit shall be installed at the exit points of the Airport by the Concessionaire.
- d) At airport exit gate, wherever feasible, separate lanes to be earmarked for Private Vehicles and Commercial Vehicles.
- e) The vehicles of AAI Concessionaire ground transportation operators i.e. Pre-Paid, Car Rentals, Rent-a-Cab, App-Based Cab Aggregators etc., shall not pay the Lane Pick-up fees. Such Concessionaires shall be exempted from payment of Lane Pick-up fees by providing Holograms sticker/ RFID sticker/ Tag etc. or any other mechanism devised with mutual consent of the concerned Concessionaire.
- f) **Collection of Lane Pick-up Fees from Non-AAI Licensee Commercial Pick-up Cars**
 - (i) Non-AAI Licensee commercial cars shall pay the Lane Pick-up Fees equivalent to parking charges of 0 to 120 min slab at airport exit if the pick-up is done from lanes. For the purpose of identifying Commercial Pick-up cars at airport exit, all such Non-AAI Licensee Commercial cars who have a passenger other than the driver should be considered a pick-up vehicle.

- (ii) Non-AAI Licensee commercial cars which have utilised the Parking facility and possess valid Parking fee payment receipt shall not be levied Lane Pick-up fees at airport exit.
- (iii) In case a vehicle of App-Based Cab Aggregators having agreement at a particular airport, the active trip shall be checked by Parking Concessionaire at airport exit.

If the vehicle shows active trip of App-Based Cab Aggregator Licensee of AAI, then lane pick-up fees shall not be levied from such vehicles at airport exit.

If the vehicle does not show active trip of App-Based Cab Aggregator Licensee of AAI, then applicable lane pick-up fees equivalent to parking charges of 0-120 min slab shall be levied from such vehicles at airport exit if the vehicle does not have a valid parking payment receipt.

- g) Adequate signage/notices to be installed by the Concessionaire at Parking entry, Parking exit and Airport exit for public awareness and to reduce any complaints of new policy/charges by AAI. Signboards quoting "Please collect the token/receipt" to be displayed at the Parking entry & exit and airport exit. The signages at Airport Entry and in lanes/ kerb area to be installed by AAI. The positioning and format of the signages/notices to be as per Annexure VP6.
- h) The name of the parking contractor should be clearly indicated on the token/receipts. Other than this, no advertisement is permissible on the token/receipts. Use of AAI logo on token/receipt is not permitted, however the name of airport is to be mentioned. The format of token/receipt to be as per Annexure VP8.
- i) In order to avoid complaints due to congestion/queuing of vehicles at Airport Exit gate, the concessionaire may deploy additional manpower with handheld machines to collect Lane Pick-up Fee (if applicable).

iii) Valet Parking

- a) For valet parking service, Concessionaire can set up a Counter admeasuring a maximum of 01 sqm per counter in the locations mentioned below:
 - i. Airports with Departure/ Arrival level separation - 01 counter in Arrival level and 01 counter in Departure level.
 - ii. Airports with no Departure/ Arrival segregation - 01 counter in Arrival side and 01 counter in Departure side.
 - iii. The applicable Space Rent and Utility Facilitation/ CAM charges shall be levied for counters allotted for Valet Parking.
- b) Manpower at Valet Counters - Well-groomed and courteous manpower, with mandatory valid Driving License, to be deployed by parking Concessionaire at Valet parking counters to attend to the passengers.
- c) Charges for Valet Parking services shall be equal to Rs. 150 plus the applicable parking charges in the respective category of airports. The tokens for valet parking and payment receipt shall be issued at Valet Counters. However, the time duration for calculation of

applicable parking charges shall be as per the time of Parking Entry and Parking Exit.

- d) The security/custody of customers' vehicles shall be the sole responsibility of the Concessionaire. The Concessionaire shall take all necessary precautions for the safety of the vehicles. In the event of any theft/ damage/ loss, damage, claims, etc. arising out of the neglect of the Concessionaire, the Concessionaire shall be responsible for settlement of the dispute, if any, including under the court of law and the Authority shall, in no event, be responsible for any such loss, damage or claim.

3. Parking Tariff and Lane Pick-up Fees

- a) Parking Tariff and Lane Pick-up Fees is to be levied as per Annexure VP1 and Annexure VP2 respectively. Escalation in Parking Tariffs as per Annexure VP1.
- b) Standardized format for tokens/ receipts issued at Airport Exit, Parking Entry and Parking Exit may be referred Annexure VP8.

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

4. Grievance Redressal/ Issues Management

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

Query Level	Query Guidance	Contact person	Contact Details to be display at/on
Level-1	Day to Day issues	Vehicle Parking Manager (representative of Concessionaire)	Tokens/ Receipts, Parking Entry and Exit Signage, Airport Exit Signage
Level-2	In case of unsatisfied response or absence of contact person at previous level.	Duty Terminal Manager	Parking Exit Signage, Airport Exit Signage, Airport webpage on AAI website
Level-3	In case of unsatisfied response or absence of contact person at previous levels.	PGO of the airport (complaint also to be shared with Commercial Dept)	Airport webpage on AAI website, Tokens/ Receipts issued by Parking Concessionaire
Level-4	In case of unsatisfied response or absence of contact person at previous levels.	Airport Director	Airport webpage on AAI website

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

5. Performance Monitoring:

- (i) A set of Performance indicators has been defined in the SLA, and for each indicator performance will be monitored monthly, unless otherwise stated. Accordingly, SLA Parameters to be signed with the vehicle parking concessionaire as per **Annexure VP3**.
- (ii) Performance data will be used as a management tool, to identify areas of strong and weak performance, provide information and guidance to Vehicle Parking Concessionaire, and support planning for future improvements.
- (iii) Quarterly performance review meetings will be held with Vehicle Parking Concessionaire, to provide an opportunity to:
 - a) Discuss actual performance versus target.
 - b) Airport Director or the Authorized official of AAI will conduct surprise audit on the performance of the various activities described herein and in case of deviation penalty clause will be invoked.
 - c) Consider corrective actions where service is below the expected level.
 - d) Consider any grievance escalated to Level-3 and above.
 - e) Consider fulfilment of Concessionaire's Responsibilities and any issues arising from this.
 - f) Consider other relevant topics, including future requirements.
- (iv) Schedule of Performance Indicators is given in **Annexure VP3**.
- (v) Penalty for Infractions is given in **Annexure VP4**.

6. Manpower Deployed:

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

7. Layout & Area Details:

(i) A table depicting the locations of booths, time stamping and types of collection has been attached as **Annexure VP5** for purpose of earmarking various areas.

(ii) A drawing of parking layout, indicating the entry/ exit roads, pick/drop lanes at arrival/departures, designated car parking area, pick/drop points positioning of booth(s) etc. along with detailed schedule of premises specifying area is provided as part of tender document at **APPENDIX: 3 of Annexure A**

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

- (i) The location/layout of parking area given in e-tender document will be based on preliminary survey. Area and location(s) may change while preparing detailed design and execution of this project (handing / taking over). Any change (increase/decrease) in Vehicle parking area up to 10% of the concession area at the time of handing / taking over shall not affect the quoted concession fee.
- (ii) However, during the Concession period, parking area may be revised due to any administrative/ operational reasons like: Construction, security, other operational requirements, etc. Any change (increase or decrease) in Vehicle parking area up to 20% of the concession area shall not affect the quoted concession fee.
- (iii) In case of increase in parking area by more than 20% and up to 40%, the Concessionaire shall be offered to cover such area under the scope of the contract with payment of additional concession fee as per the following methodology:

“Parking Area is increased by more than 20% up to 40% - Concession fee will be increased by half of the amount calculated on pro-rata basis for entire additional area.”

- (iv) In case of decrease in parking area by more than 20% and up to 40%, reduction in the concession fee will be allowed as per following methodology:

“Parking Area is decreased by more than 20% up to 40%- Concession fee will be decreased by half of the amount calculated on pro-rata basis for entire reduced area.”

Illustration: If the parking area is increased or decreased by 12%, there shall be no change in concession fee. If the parking area is increased or decreased by 22%, the concession fee shall increase or decrease on pro-rata basis by 11%.

- (v) Further, the above stated methodologies for calculating the post change in area, the revision in Concession Fee shall be subject to following conditions:-
 - a) Actual measurement should be conducted jointly by AAI and the Concessionaire whenever the change is taking place after the commencement of the contract.

- b) The modified concession fee shall be offered to the Concessionaire for acceptance.
- c) If the Concessionaire accepts the modified concession fee,
 - i. The modified contract value should be approved by the Airport Director and communicated to the Concessionaire duly acknowledged.
 - ii. The revised Concession fee shall be applicable from the first day of the following month only.
 - iii. The concession period will not be changed under any condition.
- d) If the Concessionaire does not accept the modified concession fee,
 - i. AAI shall serve a Notice of Termination for Convenience and the concessionaire shall complete the notice period and exit the contract without imposition of any damage charges by AAI.
 - ii. In such case, the concession area and the Concession fee shall remain at the original value till termination of contract.

(vi) **If the increase or decrease in area due to administrative/ operational reasons is more than 40%, AAI can take a decision on whether:**

- (i) To terminate the existing contract by giving notice to the concessionaire and invite fresh tender for the entire area including the increase/ decrease in area.
OR
- (ii) Utilize the balance area left after allotting 40% additional area to the Concessionaire for operational purposes, such as for parking of AAI employees' vehicles or other vehicles exempted from parking fees with due consideration to not adversely affect the revenue of the concessionaire.

9. Temporary Suspension of Parking Concession: If the parking Concession is suspended by AAI dues to any policies/orders of AAI/State/Central Government continuously for more than 03 days, then the Concession Fee shall be adjusted on pro-rata basis.

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

- a. The Authority reserves the sole right to change and alter the timings, rates and any other condition in respect of the parking facility and the Concessionaire shall not have any right to interfere or raise any objection in this regard.
- b. The monthly passes of Parking Fee issued to employees of various agencies working at the Airport shall be for multiple entries at the Airport. Monthly passes are not applicable on Tempo & Truck operators at Cargo complex and Agent/ Concessionaire at Cargo complex.
- c. The rates of Parking Fee/ Lane Pick-up Fees are inclusive of components of Goods and Services Tax. The Concessionaire shall, at all times, be responsible for depositing all applicable taxes, including

tax collected at source, prevailing during the Term. The Concessionaire shall not collect taxes and charges over and above the prescribed Parking Fee and Lane Pick-up Fees.

d. The Concessionaire shall not collect the Parking Fee from the Users at the time of entry of vehicles in the Parking Area and shall only be charged at the time of exit of the vehicles from the Parking Area.

e. The Concessionaire shall place the rates of the Parking Fee at various conspicuous places within the Parking Area, such that the rates are conveniently visible to the Users.

11. Parking Tokens:

a. The Concessionaire shall issue bar coded or QR code Tokens/RFID tokens along with counter foil of various denominations as per ticket pattern approved by the Authority ("Parking Token") to every vehicle at the time of entry to the Parking Area.

b. The Concessionaire shall be responsible to make its own arrangements for stationery used for printing and issuing of the Parking Tokens, at its own cost and any cost in relation thereto shall not be adjusted from the Concession Fee.

c. The Concessionaire shall not, without prior approval of the Authority, be permitted to make any advertisement on the front or backside of the Parking Tokens.

d. The Concessionaire shall issue monthly passes/ free passes/ VIP passes to the officials of the Authority and any other agency authorized by the Authority. The Concessionaire shall ensure that it shall make necessary arrangements to paste such passes on the vehicles, at its own cost. The Concessionaire shall issue Monthly passes/Free Passes/VIP passes to the concerned officials after checking their credentials such as AAI ID Card, Airline Identity Card, Concessionaire Identity card, and keep a record of such passes issued. It is hereby clarified that not charging of any Parking Fees by the Concessionaire from free passes shall not affect or alter the Concession Fees and the Concessionaire shall not make any claim or re-imbursement on account of such non-charging of Parking Fees from the exempted vehicles.

e. In the event, any User loses the Parking Token before exiting from the Parking Area, the Concessionaire shall, prior to releasing the vehicle, verify the credentials of the User and obtain necessary documentation from such User. The Concessionaire shall be entitled to charge a penal amount of INR 300/- (Indian Rupees Three Hundred only) from such User, on account of losing the Parking Token, which penal amount shall be over and above the Parking Fee.

12. Parking Area:

a. In consideration of payment of Concession Fee, the Concessionaire shall be entitled to operate and maintain the automated vehicle parking system at the parking area measuring **7254 sq. mtrs.**, developed by the Authority at the Airport ("Parking Area"). The layout, drawing, plan, etc. of the Parking Area is more specifically set out in Appendix 3 of Annexure A hereunder.

b. The Authority shall, at all times, during the Term, have the right to alter / revise the measurement of the Parking Area, for any reason whatsoever, in its sole discretion and the Concessionaire shall not have objection in relation to the same. Upon occurrence of

any such event, the revision in Concession Fee shall be in accordance with **Clause 8 above**.

- c. On revision of the Parking Area, actual measurement shall be conducted jointly by the Authority and the Concessionaire, for the purposes of finalization of change in area.
- d. In the event of shifting the parking area due to modernization or construction of terminal building or the parking area has been taken over by AAI for any other infrastructure requirement, AAI will provide a 60 days' notice in advance to the concessionaire to relocate to the alternate location at their cost. Further if the business potential changes due to such relocation, the concessionaire will have the option to exit by serving the required notice period as per Concession agreement without any demurrage charges.
- e. The Concessionaire shall ensure that all the vehicles shall be parked in the area defined for each type of vehicle in the Parking Area. The Concessionaire shall deploy experienced parking attendants to ensure proper parking of vehicles in each slot and the Parking Area is utilized by the designated vehicles (e.g., cars, cabs, two-wheelers, and other small vehicles) and heavy or medium commercial vehicles, including buses/coaches are parked in parking area specified for these types of vehicles.
- f. The Concessionaire shall, with prior approval from the Authority, earmark limited and separate parking slots for VIP parking, government vehicles parking, parking for the staff of the Authority, pre-paid taxi, car rental, and app-based cab aggregators etc. within the Parking Area.

13. Security & Safety:

- a. The Concessionaire shall make adequate provision to check and carry out thorough security screening of all vehicles entering into the Parking Area. Any unlawful activity, crime, suspicion etc. in the Parking Area shall be immediately reported to the Airport Police and the Authority, without fail.
- b. The Concessionaire shall deploy adequate number of uniformed personnel within the Parking Area to ensure that the vehicles are parked in orderly manner in the designated parking lanes and to assist the passengers/ public for easy parking and removal of vehicles.
- c. The security/custody of vehicles in the Parking Area shall be the sole responsibility of the Concessionaire. The Concessionaire shall take all necessary precautions for the safety of the vehicles. In the event of any theft/ damage/ loss, damage, claims, etc. arising out of the neglect of the Concessionaire, the Concessionaire shall be responsible for settlement of the dispute, if any, including under the court of law and the Authority shall, in no event, be responsible for any such loss, damage or claim.
- d. The Concessionaire shall follow and abide by all the instructions and guidelines issued by Airport Police/ statutory rules & regulations/ Authority for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.
- e. Notwithstanding anything contained in this Agreement, the Authority shall have the right to deploy and procure the provision of police assistance and security at the Parking

Area and the Airport, including for regulation of traffic, removal of trespassers, prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences, through the government agency. The designated government agency shall be entitled to inspect and search the Parking Area and to search any person or vehicle entering the Parking Area or departing there from, without unduly or unreasonably disrupting the operations of the Parking Area.

14. Security Deposit:

- i. The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority an interest free security deposit for the entire Term, equivalent to **06 (SIX) months** concession fee for the First (1st) year to AAI as an interest free security Deposit. The SD amount to be submitted in the form of DD/PO/RTGS/NEFT/Bank Guarantee. The SD amount to be submitted in the form of BG from any Nationalized /scheduled commercial banks (Bank Guarantee from co-operative banks (even scheduled)/ Societies/ Payment banks, OR in the form of FDR will not be accepted). The validity of the BG to be up to the expiry of the concession/license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period.

In case the License period is more than 3 years, the **additional Security Deposit** based on the fourth year's concession fee shall be submitted by the Concessionaire on or before the expiry of First Quarter of Fourth Year Contract Period.

- ii. **Electricity Security Deposit:** The Concessionaire shall also deposit an interest free security deposit towards electricity charges, amounting to 5% of concession fee of the first year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. in the form of Bank Guarantee/DD/Pay Order/NEFT/RTGS.
- iii. In the event of revision in Concession Fee in terms of Clause 8 above, the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of 15 (Fifteen) days from the date of such notification of revision in Concession Fee is issued by the Authority.
- iv. Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority under this **Clause [14(iv)]** shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms hereof.
- v. Subject to the terms hereof, upon expiry of the Term or early termination of this Agreement, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any.

15. Obligations and Undertakings by The Concessionaire:

The Concessionaire hereby covenants to the Authority, the following:

- a. The Concessionaire shall, without prejudice to the other obligations set out in this Agreement, adhere to the terms and conditions, service descriptions, monitoring of performance, etc. as set out in the service level agreement, to be executed simultaneous with this Agreement, between the Parties and annexed hereto as Annexure VP3 (“SLA”).
- b. The Authority shall make a committee of 3 (three) officers out of which 1 (one) officer shall be the in-charge of commercial department, 1 (one) officer from operations department and third officer from Finance department, as the Authority may deem fit (“Inspection Committee”). The Inspection Committee shall have the power to conduct random inspections of overall parking management, Parking Area and operation performance of the Concessionaire, at least once on monthly basis.
- c. In the event, the Inspection Committee observes any violation of the SLA or the Agreement by the Concessionaire, the Inspection Committee shall have the right to impose penalty on the Concessionaire in the manner provided under the SLA and Schedule of Penalty for Infractions. The committee shall also examine the complaints against the Concessionaire and impose penalty as applicable.
- d. The Concessionaire shall, at its own cost and expense, observe, undertake, comply with and perform, in addition to and not in derogation of its other obligations set out in this Agreement, the following:
 - i. To undertake all measures for cyber security, protection of information and communication technology systems from cyber-attacks that are purposeful attempts by unauthorized persons to access ICT systems in order to achieve the target of theft, disturbance, damage, or other illegal actions. The Concessionaire shall inform/assist AAI in detecting, analysing and mitigation of vulnerabilities and protecting Central Control Centre including Data Centre from cyber-attacks throughout the concession period. The Concessionaire shall take proper measures to ensure the security and protection of data to any unauthorized persons;
 - ii. To pay all charges towards utility/ facilitation, consumption of electricity etc. as may be due and determined by the Authority and at the rate(s) fixed by the Authority from time to time, within the date(s) specified in the bill(s), on actuals;
 - iii. To equip itself with all necessary permits, Concessions and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Concession;
 - iv. To maintain such regular and proper account books along with supporting documents regarding sales effected by the Concessionaire in the Parking Area and said accounts/ documents shall all the times be kept open for inspection by the Authority in such manner as may be prescribed. The Concessionaire shall provide to the Authority, if so, required by the Authority, statements of audited Accounts in such manner and within such period as the Authority may prescribe. The Concessionaire shall be permitting AAI to access entire system live with the Authority;

- v. At all times, during the currency of the Agreement, obtain proper and appropriate insurance coverage including but not limited to fire, theft and burglary in respect of all the movable and immovable assets of the Concessionaire stored or used in the airport premises and the Authority shall not be responsible for any loss or damage caused to the Concessionaire or any third party on any account whatsoever;
- vi. shall not use the Parking Area for any other purpose other than for the purposes of Concession;
- vii. shall not erect or display any signboards except after obtaining the prior approval in writing of the Authority;
- viii. shall observe, perform and comply with all rules and regulations of the Shops and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any Applicable Law including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the Concessionaire is allowed to carry on under this Agreement and to the area in which the Parking Area is located;
- ix. maintain the Parking Area in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the Parking Area is not maintained in reasonably clean condition by the Concessionaire, the Airport Director shall have the power to get the same cleaned at the risk and cost of the Concessionaire and recover liquidated damages at the rate defined under penalty clause of SLA and can take other actions including termination of the Concession under this Agreement;
- x. shall employ only such staff as shall have good character and as well behaved and skilful in their business. The Concessionaire shall furnish to the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all staff employed for the purpose of this Agreement and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall confirm to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. The character of all persons employed by the Concessionaire shall be verified by the police to the satisfaction of the Authority, before the employment;
- xi. The concessionaire has to mandatorily make weekly/monthly wages/salaries etc. applicable as per Statutory Laws, Rules, Regulations etc. by directly crediting to the employee's bank account only along with PF/ESI etc.
- xii. shall maintain a complaint book in a prominent place in the Parking Area and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director of the Authority or his authorized representative;

- xiii. shall, upon expiry of the Term of early termination, deliver the possession of the Parking Area in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority and remove its goods and other materials from the Parking Area within seven (07) days;
- e. any stoppage of parking services due to reasons arising out of negligence, mishandling, mismanagement by the Concessionaire or its workforce, shall have to be made good by the Concessionaire within 24 hours of such damage;
- f. abides and adhere to the conditions and terms as set forth under the SLA, annexed hereto as **Annexure VP3**;
- g. two set of uniforms shall be provided to the workers/supervisors by the Concessionaire. The Concessionaire shall also ensure that uniform is worn by the employees while on duty and kept to tidy condition; and
- h. dedicated helpline number and email id shall be printed on parking token and the same shall be provided to users for any complaints/ suggestions/ feedback with regards to parking. The same shall be monitored by the Concessionaire and adequate responses shall be delivered to citizens within 48 hours.
- i. The Authority hereby covenants to the Concessionaire, the following:
 - i.a) grants the Concession and provide the Parking Area and right of way to access the same, to the Concessionaire and its authorized representatives; and
 - i.b) subject to the sole discretion of the Authority, provide assistance and cooperation to the Concessionaire, wherever required and specifically requested by the Concessionaire.

16.Representation and Warranties:

- a. The Concessionaire hereby represents and warrants to the Authority that:
 - i. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
 - ii. It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
 - iii. It has taken all permits and consents, whether in relation to the business, environment, labour, etc. as may be required to be obtained by the Concessionaire under Applicable Law and is not in breach of any of the terms and conditions as may be required to be adhered to by the Concessionaire under the Applicable Law;
 - iv. It has the financial standing and financial and technical capacity to undertake the Concession in accordance with the terms of this Agreement.

- v. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- vi. The information furnished in the Bid and the Tender is true and accurate in all respects as on the date of this agreement.
- vii. It shall at no time undertake or permit any change in ownership except with prior permission of AAI.
- viii. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its charter documents and constitution documents of any of its shareholders or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected; and
- ix. There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it or its shareholders at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.

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

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

17. Term:

- a. This Agreement shall become effective and shall remain valid and subsisting in full force for a period of **5 (five) years** from the date of expiry of the Gestation Period ("Term"), until the date of termination of this Agreement in accordance with the provisions hereof.
- b. Save and except the provisions contained under NIT, it is hereby agreed between the Parties that the initial period equivalent to 20% (twenty percent) of the Term shall be observed as the lock-in period for the Concessionaire ("Lock-in Period"), during which the Concessionaire shall not have the right to terminate this Agreement.
- c. From the date of issuance of LOA, a period of **75 (Seventy-Five)** days shall be made available to the Concessionaire for the purposes of commencement of the vehicle parking facility.

The Concessionaire shall start the vehicle parking facility as per the specification of this Agreement within a period of **75 (Seventy-Five) days** from the date of issuance of the LOIA (Business Incubation plus Gestation Period).

- d. If the agency fails to install the Automation Parking System as per AAI's specifications within 75 days from LOA, another 15 days extension will be granted with daily penalty of 0.25% of the quoted Monthly Concession Fees. An additional 15 days extension may be granted with daily penalty of 0.5% of the quoted Monthly Concession Fees if agency fails to install Automated parking system within 90 days from LOA.
- e. Even after Completion **of 105 days** from issuance of LOA, if the agency failed to install the equipment and not commence the operations, LOA is liable to be revoked, EMD is liable to be forfeited and the agency is liable to be debarred from AAI tenders for a period not exceeding One (01) year.
- f. Commencement of contract shall be reckoned from the original date of commencement of contract (i.e., commencement date had there been no extension in gestation period). The H1 quoted license fee will be applicable only after the expiry of the gestation period or commencement of vehicle parking operations, whichever is earlier.

18. Termination:

A. Termination by Authority in the Event of Default.

The Authority shall have the right, at its sole discretion, to terminate the Agreement, at any time during the Term, upon serving a written Notice of termination for **120 days** to the Concessionaire, for the event of default set out as below:

- a. If the outstanding dues exceeds more than three (03) months Concession fees and agency fails to recoup the equivalent amount of Security Deposit within 15 (fifteen) days of demand notice received from AAI after AAI adjusts the same.
- b. Failure/Negligence of the agency to discharge the scope of work as set out in the NIT even after 03 notices from AAI.
- c. Due to unsatisfactory performance of the agency and more than 10 verified irregularities, including irregularities as per **Annexure VP3** (i.e. SLA- Schedule of Performance Indicators for Vehicle Parking Concessionaire) and infractions as per **Annexure VP4** (i.e. Penalty for Infractions) reported in a quarter will be sufficient reason to consider to serve the notice of unsatisfactory performance. If the reply to the notice of unsatisfactory performance is not satisfactory AAI will have the right to serve the notice of termination.
- d. Causing or using the Parking Area for any purpose other than for the purposes of Concession and this Agreement; or
- e. Breach of any of the representations, warranties, covenants and obligations of the Concessionaire as set forth in this Agreement; or
- f. Any loss, damage, fine, penalty or expenses incurred by the Authority due to any violation of any Applicable Law by the Concessionaire; or
- g. Insolvency or bankruptcy of the Concessionaire or appointment of receiver for the assets of the Concessionaire; or
- h. Change of ownership of the Concessionaire in violation of Clause 20 below; or
- i. Sub-contracting; or

- j. Failure to perform the obligation under this Agreement due to any final judgment or court order and such judgment or order has a material adverse effect on the arrangement contemplated in this Agreement; or
- k. Failure to replenish the Security Deposit; or
- l. Failure to pay the Concession Fee more than 03 months; or
- m. Failure to commence the operations of vehicle parking within the Gestation Period.
- n. Failure to adhere to the conditions mentioned under the SLA, as annexed hereto as **Annexure VP3 (i.e. SLA- Schedule of Performance Indicators for Vehicle Parking Concessionaire)**; or any other event which the Authority consider to be an event of default.

In case of the termination occurred due to any of the above reasons (**Clause 18 A(a) to Clause 18 A(n)**) before the expiry of minimum lock in period, action in line with clause for 'Termination for Cause' of Concession Agreement shall be taken.

AAI also reserve the right to terminate the contract on short notice if the situation warrants or the continuation of the agency is against public interest or the interest of AAI. In such an event, the Authority shall be entitled to forfeit the entire Security Deposit available with AAI and debar the agency for a period of 02 years to participate in any of the tenders issued by Airports Authority of India.

B. Termination by the Concessionaire: The Concessionaire shall have the right to terminate the Agreement at any time after the expiry of the Lock-in Period, upon serving a written Notice of termination **for 120 days** to the Authority. This shall be subject to provisions laid out in clause for Termination for Convenience of Concession Agreement.

C. Upon termination of the Agreement under this **Clause 18**, the Concessionaire shall hand over free, vacant and peaceful possession of the Parking Area to the Authority, along with furniture, fittings, equipment and installations, if any, provided by the Authority within a period of 07 (seven) days from the date of termination ("Transition Period"). In the event, the Concessionaire fails to hand over the free, vacant and peaceful possession of the Parking Area within the Transition Period, the Authority shall be entitled to charge penalty equivalent to double the Concession Fee per month as damages. Further, the Concessionaire shall remove all its goods and other materials from the Parking Area and the Airport immediately, failing which the Authority shall have the right to remove such goods / materials at the cost and risk of the Concessionaire and demand payment for such removal. If such payment is not made within 10 (ten) days, the Authority shall be at liberty to dispose off the goods / materials of the Concessionaire by public auction to recover the cost and the Concessionaire shall not be entitled to raise any objection in such eventuality.

D. On the date of expiry of the Transition Period or date of handover of the Parking Area in the manner set out in **Clause 18(C) above**, the Concessionaire shall hand over the access cards, identity cards and every such document and data to the Authority, which may facilitate the Concessionaire and its employees, officers, staff members, etc. an access to the Parking Area or the Airport.

E. Upon termination of this Agreement in terms of **Clause 18 (B) & 18 (C) above**, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any, on the date of expiry of the Transition Period.

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

19. Disclaimer

- a. The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Tender, the Concession, Parking Area, existing structures, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Other than the representations made in NIT the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- b. The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in **Clause (19 (a)) above** and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire. Further, any such mistake or error shall not make the Agreement voidable. All risks relating to the Concession or arising out of this Agreement shall solely be to the account of the Concessionaire and the Authority shall not anytime be liable in this regard.

20. Change In Ownership / Constitution

- (i) The Concessionaire shall not, during the Term, undertake or permit the following, except with the prior written approval of the Authority:
 - (a) any change in ownership, corporate restructuring, etc. resulting in change of control including any restructuring approved by a judicial forum; or
 - (b) transfer of business by way or sale, slump sale, business transfer including any transfer by way of an order passed by a judicial forum, or
 - (c) change in constitution of the Concessionaire.
- (ii) Notwithstanding anything contained in this Agreement, the following shall constitute change of ownership:
 - (a) any acquisition / transfer of equity shareholding / partnership of the Concessionaire, either directly or indirectly, in aggregate of more than 50 % or more of the total equity / partnership of the Concessionaire; and
 - b) acquisition of control, either directly or indirectly of the board of directors / management.
- (iii) For the purposes of this **Clause 20**, the term 'control' shall mean transfer of the direct or indirect beneficial ownership or control of any entity, whether in India or abroad, which results in the acquirer acquiring control over the shares or voting rights of shares or of the board of directors or of the management and policies, as the case may be, of the Concessionaire.

Annexure VP1: SCHEDULE OF PARKING TARIFF

1. Parking fee will be charged from all vehicles entering the designated parking area, as detailed below:
 - a. Introductory slab for up to 30 minutes to be implemented based on the category of the airport (Ranchi – Category B):

Type of Vehicle	Rate (In RUPEES)
Two Wheelers	20
Private Cars	60
AAI Licensee Commercial Cars	40
Tempo Traveller/ Mini Bus	180
Coach/Bus/ Truck	300

- b. The Rates applicable from more than 30 minutes up to 60 minutes are as follows:

Type of Vehicle	Rate (In RUPEES)
Two Wheelers	30
Private Cars	90
AAI Concessionaire Commercial Cars	60
Tempo Traveller/ Mini Bus	270
Coach/Bus/ Truck	450

- c. The Rates applicable from more than 60 minutes up to 120 minutes are as follows:

Type of Vehicle	Rate (In RUPEES)
Two Wheelers	40
Private Cars	120
AAI Concessionaire Commercial Cars	80
Tempo Traveller/ Mini Bus	360
Coach/Bus/ Truck	600

- d. The Rates applicable for Non-AAI Licensee Commercial Cars from 0 minutes up to 120 minutes are as follows:

Type of Vehicle	Rate (In RUPEES)
Non-AAI Licensee Commercial Cars	120

- e. After 2 hours and up to 24 hours, parking fee will increase on hourly basis at the following rates:

Type of Vehicle	Rate (In RUPEES)
Two wheelers	5
Private/Commercial Car	10
Tempo Traveller/ Mini Bus	30
Coach/ Bus/ Truck	50

- f. Beyond 24 hours, parking charges of 24 hours (i.e. 1 day) shall be applicable for each additional fully or partially completed day. E.g. If a vehicle has spent 50 hours in parking, then parking fee of 3 days shall be applicable and not 2 days plus 2 hours.

Note: 1. The above rates for 0-30 mins, 30-60 mins and 60-120 mins slab shall be applicable for next two financial years till 31.03.2028 and thereafter shall be revised w.e.f. 1st April every two financial years as given in **sub-para (g)** below.

2. The above rates are inclusive of all taxes including GST, if applicable.

3. All figures of parking fee are in Rupees.

4. For a particular time period, Parking fee of only that particular time slab shall be applicable and the lower time slabs shall not be levied cumulatively. E.g. If a vehicle has spent 100 minutes in parking, then fee of only 60 to 120 mins shall be applicable and not cumulative slabs of 0-30 min, 30-60 mins and 60-120 mins.

g. Escalation in Parking Tariff:

- (i) Parking fee of Private cars in 0-30 min slab shall be escalated by Rs. 10 every two years for Mega, A and B categories of airports and by Rs. 5 every two years for C, D and Others categories of airports. Ranchi is currently Category B Airport.
- (ii) The parking fee of other types of vehicles, such as commercial cars, tempo, bus etc. are derived based on the parking fees of private cars in the slab of 0-30 mins. Therefore, the parking fees of other types of vehicles in the slab of 0-30 shall also be revised based on the escalated rates of private cars.
- (iii) Further, the parking fees of all types of vehicles in 30 min to 60 mins slab and 60-120 min slab and Lane Pick-up fees shall be escalated based on the escalated rates of private cars.
- (iv) The rates shall be escalated accordingly, subject to minimum increase of Rs. 5 w.r.t the prevalent rates.
- (v) Parking tariff (in INR) applicable from 01.04.2028 to 31.03.2030 shall be as follows:

From 0 up to 30 minutes	
	Rate (In Rupees)
Two Wheelers	25
Private Cars	70
AAI Licensee Commercial Cars	50
Tempo Traveller/ Mini Bus	210
Coach/ Bus/ Truck	350
More than 30 minutes up to 60 minutes	
Two Wheelers	35
Private Cars	105
AAI Licensee Commercial Cars	70
Tempo Traveller/ Mini Bus	315
Coach/ Bus/ Truck	525
More than 60 minutes up to 120 minutes	
Two Wheelers	50
Private Cars	140
AAI Licensee Commercial Cars	95
Tempo Traveller/ Mini Bus	420
Coach/ Bus/ Truck	700
From 0 up to 120 minutes for Non-AAI Licensee Commercial Cars	
Non-AAI Licensee Commercial Cars	140

(vi) Parking tariff (in INR) applicable from 01.04.2030 to 31.03.2032 shall be as follows:

From 0 up to 30 minutes	
	Rate (In Rupees)
Two Wheelers	30
Private Cars	80
AAI Licensee Commercial Cars	55
Tempo Traveller/ Mini Bus	240
Coach/ Bus/ Truck	400
More than 30 minutes up to 60 minutes	
Two Wheelers	40
Private Cars	120
AAI Licensee Commercial Cars	80
Tempo Traveller/ Mini Bus	360
Coach/ Bus/ Truck	600
More than 60 minutes up to 120 minutes	
Two Wheelers	55
Private Cars	160
AAI Licensee Commercial Cars	110
Tempo Traveller/ Mini Bus	480
Coach/ Bus/ Truck	800
From 0 up to 120 minutes for Non-AAI Licensee Commercial Cars	
Non-AAI Licensee Commercial Cars	160

2. The monthly charge in respect of employees of AAI, employees of other authorized agencies and students of flight training institutes functioning at airport will be as follows:

Vehicle Type	Monthly Charges
AAI Employees	Free of Cost
Employees of Mandatory/ Regulatory Government agencies having office/ establishment at airport	Free of Cost
Cars	Rs. 900
Two Wheelers	Rs. 450
Bicycles	Rs. 75

Note: (a) Monthly passes are not applicable on Tempo & Truck operators at Cargo complex and Agent/ Concessionaire at Cargo complex.

(b) Service vehicles (not carrying passengers) such as ATM Cash Vans coming to refill ATM machines in airport premises, Post-office vans, Ambulance, vehicles carrying construction material etc. shall be exempt from parking charges as well as Lane Pick-up fees. However, they shall pay the parking fees if the parking facility is used by them.

(c) Govt. owned vehicles shall be exempted from car parking charges and Lane Pick-up fees.

(d) Monthly Parking charges of staff vehicles shall escalate by 5% every two years and rounded-off to next 5 Rupees.

3. The rates of Parking Fees and Lane Pick-up fees are inclusive of components of GST. Accordingly, these shall remain the parking charges applicable to end users. However, NIT/Agreement conditions should clearly stipulate that though the above shall be the parking charges applied to end users, but the onus of depositing all applicable taxes prevailing during contract period at the station including GST in respect of fees collected for car parking charges shall rest with the Concessionaire. The details of GST/applicable tax shall be depicted in the car parking invoice issued to end-users.
4. Valet Parking: For the facility of valet parking service, the charges shall be Rs. 150 plus applicable parking charges for the time duration of vehicle in the parking area.

Annexure VP2 : Schedule of Lane Pick-up Fees (for All Airports)

S. No	Type of Vehicle using the lanes	Applicable Lane Pick-up Fees at Airport Exit
1	All Drop-off vehicles (Private as well as Commercial)	Nil
2	Private Pick-up vehicles	Nil
3	Non-AAI Licensee Commercial Pick-up Vehicles having valid Parking payment receipt	Nil
5	AAI Licensee Commercial Pick-up Vehicles	Nil
6	App-Based Cab Aggregator Cars	Nil if vehicle shows active trip of Cab Aggregator Licensee(s) of AAI, otherwise Lane Pick-up Fees equal to parking fees of 0-120 min slab
7	Non-AAI Licensee Commercial Pick-up Cars NOT having valid Parking payment receipt (i.e. Pick-up from lanes)	Lane Pick-up Fees equal to parking fees of 0-120 min slab

Annexure VP3

SLA-Schedule of Performance Indicators for Vehicle Parking Concessionaire

Airport Director/ Airport In-charge will make a committee of 3 officers (one officer will be In-charge of Commercial Department, one officer from Operations Department and one officer from Finance Department or any other Dept. if Finance officer is not posted at airport). This committee will conduct random inspections of overall parking management and operational performance of the Concessionaire based on the Performance Indicators given below, at least once on monthly basis. The committee will have the power to impose penalty on the Concessionaire then and there as per Annexure VP4, if any violations of Terms and Conditions of agreement is found.

S. No.	Service Name	Performance indicator	Service Level Target
1.	Entry Booth Management	Number of the Non-Computerized Ticket issued	Less than 0.5% of total tickets issued
		Response time (issuance of parking ticket and entry with security check)	Not more than 30 Seconds
		Manpower Deployment during peak hours for booth management	01 per Booth
2.	Parking Management	Manpower deployed for assisting parking in designated car park areas	03 Persons
		Number of vehicles not parked in demarcated parking slots	Zero
		Staff vehicles parked in area designated for airport users	Zero
4.	Exit Booth Management	Length of queue during peak hours	Not more than 05 vehicles at Parking Exit
		Length of queue during peak hours	Not more than 05 vehicles at Airport Exit
		Response time between vehicle reaching parking exit gate or airport exit gate and vehicle attended for payment	45 Seconds
		Response time between receipt generation, receiving payment and pushing the vehicle out of car park area and exit of the airport (as the case may be)	45 Seconds
		Manpower deployed during peak hours per booth	01 Persons
5.	Cleanliness of Car Parking Area	Number of cleaning staff deputed in a shift	02 Person
		Frequency of cleaning during peak hours	Every two hours

		Frequency of cleaning during non-peak hours	Every three hours
6.	Staff Management for Manpower of Vehicle parking Concessionaire	Staff not in uniform	Zero
		Staff without I-Cards	Zero
		Number of incidents of staff misbehaviour with airport users	Zero
		Number of incidents of overcharging	Zero
7.	Automation	Incidents of Non-installation of any component of automation	Zero
		Incidents of non-functioning of any installed component of automation	Zero
		In case of technical fault, time lag between occurrence of fault and logging of complaint as per escalation matrix (escalation matrix will be made in consultation with AMC provider for management and resolution of faults)	Zero deviation

Annexure VP4 : PENALTY FOR INFRACTIONS

Airport Director/ Airport In-charge will make a committee of 3 officers (one officer will be In-charge of Commercial Department, one officer from Operations Department and one officer from Finance Department or any other Dept. if Finance officer is not posted at airport). This committee will conduct random inspections of overall parking management and operational performance of the Concessionaire, at least once on monthly basis. The committee will have the power to impose penalty on the Concessionaire then and there, if any violations of Terms and Conditions of agreement is found. The committee shall also examine the complaints against the Concessionaire.

Before levying of penalty based on complaints, an opportunity to be given to Parking Concessionaire to provide clarification or reply to represent their case. Penalty (in Rupees) shall be levied after verification of authenticity of the complaint.

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

Note: GST is not applicable on the Penalty charges mentioned above.

Annexure VP5 : Positioning of Booths and Time Stamping

Booths shall be installed by the Concessionaire at the following locations:

Location of Booth(s)	Purpose	Type of Token/ Payment Receipt generated	Time Stamping
Parking Entry	Registering entry of vehicle	Parking entry tokens	Time of Entry
Parking Exit	Registering exit of vehicle and collection of parking fee	Parking Fee payment receipt	Time of Exit
Each Lanes at Airport Exit	Free pass through of private vehicles	No Token/ Receipt	Not applicable
	Collection of Lane Pick-up Fees	Lane Pick-up Fee Receipt (applicable only on Non-AAI licensee Pickup vehicles)	Time of Exit

Note:

1. In case the concessioned area for parking facility is segregated at multiple locations, then the concessionaire has to place the booths at Entry and Exit of each of the parking locations.
2. At airports where multiple lanes are available at airport exit, Airport Director to decide the number of lanes to be opened for exit of vehicle and the same to be mentioned in the Concession Area layout in the NIT. Parking concessionaire shall place booths at each of the lanes mentioned in the NIT.
3. Further, in future, if AAI opens more number or lanes or additional lanes are created at the airport exit, the concessionaire shall have to place booths at all such additional lanes opened or created.

Annexure VP6 : Positioning of Signages

- A. The relevant information related to parking facility, such as parking tariff, penalties etc. may be prominently displayed at airports for awareness of general public. In the tariff board/ signages, the key information may be displayed with high visibility in legible format. The information may also be posted on AAI website and the social media handles of the airports and this information to be updated from time to time. A URL/ QR code linking to the airport specific information can also be printed on signages for wide information. Further, airports to ensure wide publication of parking tariffs and other parking related guidelines through press release for ensuring public awareness.
- B. The signages and tariff boards mentioning the following information are to be installed by AAI at the following indicative locations:

Airport Entry or Entry of Arrival and Departure Lanes (as the case may be)

- 1) “Drop-off free for all vehicles”
- 2) “Pick-up free for Private Vehicles only”
- 3) Lane Pick-up Fees of Rs. for Commercial Vehicles (non-AAI licensees)
- 4) “Use parking for waiting”
- 5) Penalty for unauthorized parking – Rs. 500
- 6) Parking Tariff for 0-30 min slab for all vehicles
- 7) Parking Tariff of Non-Licensee Commercial Cars for 0-120 min slab
- 8) Grievance helpline no. and email id.
- 9) URL/QR Code (directing to airport webpage) for parking details

Approach Road, Exit Road and Lanes/ Kerb Area

- 1) “No Parking Zones” Signages with Penalty Amount at different locations.
- 2) “Use parking for waiting”
- 3) URL/QR Code (directing to airport webpage) for more information.
- 4) **No Overstaying beyond Dwell Time of 05 minutes**
- 5) Grievance helpline no. and email id.

- C. The signages and tariff boards mentioning the following information are to be installed by the parking Concessionaire at the following indicative locations:

Parking Entry

- 1) Parking Tariff (Complete information)
- 2) Lost Ticket Penalty
- 3) Grievance helpline no. and email id.
- 4) URL/QR Code (directing to airport webpage) for parking details

Parking Exit

- 1) Parking Tariff (Complete information)

- 2) Lost Ticket Penalty
- 3) Penalty for unauthorized parking in airport – Rs. 500
- 4) Grievance helpline no. and email id.
- 5) URL/ QR Code (directing to airport webpage) for parking details

Airport EXIT

- 1) Segregation of Private and Commercial Vehicle Lanes with proper signages.
- 2) “Drop-off free for all vehicles”
- 3) “Pick-up free for Private Vehicles only”
- 4) Lane Pick-up Fees of Rs. for Commercial Vehicles (non-AAI licensees)
- 5) No Lane Pick-up Fees if parking is used
- 6) Grievance helpline no. and email id.
- 7) URL/QR Code (directing to airport webpage) for parking details

Note: The contents of signages/boards installed by Concessionaire should be easily readable. AAI shall have the discretion to advise Concessionaire to change the location or content of the signages/boards and Concessionaire shall be bound to comply to the same. Airport Director can also advise the Concessionaire to install the signage at any other location in parking area for better visibility and public awareness. In order to maintain the aesthetics of the airport, all signages to be installed by the concessionaire shall be in synchronization with those installed by AAI and must be approved by AAI prior to installation.

Annexure VP7

Bill of Material for Automated Parking Management System for Airports under Category – Mega, A, B and C

S. No.	Item Description	Location
1	Electronic Ticketing Machine programmable for configuring date, time, short message, location of issue, vehicle no., type of vehicle, GST no. of Concessionaire etc.	Parking Entry Booth Parking Exit booth Airport Exit Booth.
2	ANPR Camera for Automatic Number Plate Recognition	Parking Entry Booth Parking Exit booth Airport Exit Booth
3	Automatic Boom Barrier (up to 4 mtr) suitably matching the entry/exit width at the airport. Loop Detector for Auto Closing Integration with Smart card and proximity reader	Parking Entry Booth Parking Exit booth Airport Exit Booth
4	Dual channel Loop Detector for activation and auto closing of automatic boom barrier.	Parking Entry Booth Parking Exit booth Airport Exit Booth
5	Fastag enabled RFID System with long reading range or suitable equivalent system (wherever required) capable of automatically managing Entry/Exit along with Boom Barrier	Parking Entry Booth Parking Exit booth Airport Exit Booth
6	Manned Booth at ENTRY and EXIT consisting of POS station, Bar code Ticket reader, Receipt barcode ticket printer for Manned Station, Courtesy display for Manned Station, dynamic QR code display for UPI Payment option to mark the transaction,	Parking Entry Booth Parking Exit booth Airport Exit Booth
7	Fully computerized Parking Management System for overall communication	At Airport
8	Hand Held Machine with software application and internet-enabled to facilitate QR Code based Payment mechanism. Integrated Printer compatible for cash/ UPI/ debit/ credit card payment.	As per requirement
9	Digital clocks (visible and easily identifiable from a long distance): High Bright-Single Seven Segment LED Numeric Display, 6 digits in HH:MM:SS format, minimum size of the digits of 6-inches, all clocks to be synchronized with automatic Server clock with the time stamp on entry and parking tokens	1 no. each at entry and Exit of New Parking. Parking Entry Booth Parking Exit booth

Note: These are the minimum required components of APMS. The Concessionaire is free to increase the quantity, software application/ hardware etc. of APMS if their technical solution warrants.

Annexure VP8
Sample of Standard Token Formats

PARKING ENTRY SLIP
AIRPORT NAME
LICENSEE NAME
GSTIN : XXXXXXXXXXXXXXXXXXXX

TICKET NO. -
VEHICLE TYPE - [category of vehicle]
VEHICLE NO. -
DATE & IN TIME - dd/mm/yy & HH:MM:SS

LOST TICKET FINE - Rs. 300
HELPLINE NO. 1234567890
EMAIL - xyz@abc.com
If complaint not resolved in 3 days, contact
xyz@aai.aero

PARKING EXIT SLIP
AIRPORT NAME
LICENSEE NAME
GSTIN : XXXXXXXXXXXXXXXXXXXX



SCAN FOR PARKING INFORMATION

TICKET NO. -
VEHICLE TYPE - [category of vehicle]
VEHICLE NO. -
DATE & OUT TIME - dd/mm/yy & HH:MM:SS
DURATION IN PARKING - HH:MM:SS

PARKING FEE - Rs. ____

LOSS TICKET FINE - Rs. 300
HELPLINE NO. 1234567890
EMAIL - xyz@abc.com

If complaint not resolved in 3 days,
CONTACT **xyz@aai.aero**

AIRPORT EXIT SLIP
AIRPORT NAME
LICENSEE NAME
GSTIN : XXXXXXXXXXXXXXXXXXXX



SCAN FOR PARKING INFORMATION

TICKET NO. -
VEHICLE TYPE - Commercial Pick-up Vehicle
VEHICLE NO. -
DATE & TIME - dd/mm/yy & HH:MM:SS

LANE PICK-UP FEE - Rs. ____

LOSS TICKET FINE - Rs. 300
HELPLINE NO. 1234567890
EMAIL - xyz@abc.com

If complaint not resolved in 3 days,
CONTACT **xyz@aai.aero**

NOTE –

- a. Above QR Codes for Parking related information for a particular airport to be generated by airport and shared to parking Concessionaire for printing on signages.

- b. Email-ID and contact number of Parking Concessionaire is to be provided in the token in the place of “xyz@abc.com” and “Helpline No.”
- c. Email-ID of Public Grievance Officer of respective airport is to be provided in the token in the place of **“xyz@aai.aero”**

The above-mentioned information is minimum information to be given on the token.
Any other relevant information can be added as per requirements.

CONCESSION AREA LAYOUT

**Legends:**

	Movement in lane
	Pick-up/drop locations
	Movement in Parking area
	Airport Lane Entry/Exit booth(s)
	Parking Entry/Exit booth(s)
	Parking areas.
	Pedestrian Exit Gate with turnstile/bollard to prevent bike/ crowd movement
	Staff Entry/Exit and Oil Tankers Entry/Exit, subject to completion of works behind old Police Station (Thana)

Note:

- **P1, P2, P3 & P4 are Parking areas.** P2 is currently being used as Bike parking. The vehicle movement plan and location of booths can be changed based on ground conditions with the prior consent of the Airport Director.
- The concessionaire has to clearly demarcate parking areas for (i) VIPs/Government Vehicles, Regulatory Agencies, (Customs, Immigration etc.); (ii) ground transportation Concessionaires, including the App Based Cab Aggregator Concessionaires of AAI; and (iii) agencies working at Airport (including airlines/GHA staff). – Detailed guidelines are given in Special Terms & Condition (VP9).
- Separate lane is to be ensured for Pick-up vehicles. No taxi should stop for pick-up in front of Terminal Building. Pick-up point is along side the walkway as shown above.

APPENDIX: 4 of Annexure A

SCHEDULE OF PREMISES

Airport	Ranchi
Facility	Concession to Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Lane Pick-up Fees Rights at Birsa Munda Airport, Ranchi.
Location	City side
Area (in sqmtr)	7254 sqm.

(SIGNATURE OF THE LICENSEE)

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be executed on non-judicial Stamp paper of Rs 100/- or as per applicable State Laws and duly notarised)

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

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

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

For
 (Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ACCEPTANCE LETTER
(To be submitted in applicant letter head)

Date:

To,
**The Airport Director,
Airports Authority of India,
Birsamunda Airport, Ranchi,**

Sub: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the **Concession to Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Lane Pick-up Fees Rights at Birsamunda Airport, Ranchi.**

have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of clause **21 & 22** of Notice inviting E-Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I / We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I / We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from

any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.

9. I/ We hereby declare that:
 - a. I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.
 - b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 8 of General information and guidelines the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - c. I/We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clause 8 of General information and guidelines of Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/We do not have any conflict of interest in accordance with Clause 9 of General information and guidelines of the Tender Document.
10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.
12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.
13. I / We confirm having submitted the Tender Processing Fee of **Rs.50,000/- (Rupees Fifty Thousand Only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
14. I/We confirm having submitted the EMD of **Rs.10,22,000/- (Rupees Ten lakh Twenty Two Thousand Only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
15. I/We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I /We shall have any claim or right of whatsoever nature if the contract is not awarded to me/us or our Proposal is not opened.
16. I//We agree and understand that the Earnest Money Deposit of **Rs.10,22,000/- (Rupees Ten lakh Twenty Two Thousand Only)** liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in E-tender documents, within prescribed time.
17. I//We agree and understand that on account of non-acceptance of award or on account of non- completion of E-tender conditions within the prescribed time, I/We

shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of **one (01) year**.

18. I//We agree and understand that in case the documents submitted by my/our firm along with E-tender are false / incorrect, the E-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further E-tender/ tender of AAI, for a period of **two (02) years**.

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

Dated this Day of, 20....

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

DETAILS OF BIDDER

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

(Signature of Authorized Signatory)

Name: [•]

Designation: [•]

Date:

Seal or Stamp of Bidder

ANNEXURE: E

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

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

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

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

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

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

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

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

Signature

**Name & Membership No of Chartered Accountant/Statutory Auditor Seal of the
audit firm:**

UDIN No.

Date:

FORMAT FOR LETTER OF UNDERTAKING

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

Sir,

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

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

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____

DECLARATION

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

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

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

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

2. I/We, including my/our allied firms, are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. *(In case if you have been debarred / blacklisted, submit all the details).*
3. I/We have not faced/are not facing any action under PPE Act/ AAI Act, with AAI. *(In case if you have faced/are facing action under PPE Act with AAI, submit all the details).*
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports
(In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company/firm/concern is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues up to the date as specified in GENERAL INFORMATION AND GUIDELINES para 3 of NIT with AAI".
(In case if you fall under anyone of the above category, please furnish all such relevant details).

6. I/We do not have any conflict of interest as detailed in clause 09 of general information and guidelines of tender document.
7. I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees”
(In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal

LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF INDIA

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

SIGNATURE OF TENDERER**Note:**

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

ANNEXURE: I

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

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

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

8. Details of any arbitration / litigation :

Signature of Airport Director

Name: [•]

Designation: [•]

..... Airport

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

BANK ACCOUNT DETAILS OF BIDDER

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

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

(Bidder's Name & Signature)

Place:

Date:

FORMAT OF BANK GUARANTEE

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

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

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

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.
6. This Guarantee shall be valid till and you have the right to encash this Guarantee up to from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

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

For Bank name

Dated:

Place:

Witnesses:

Advisory: For Applicant and its BG Issuing Bank Branch

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

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

1. For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
2. In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below mentioned field, BG confirmation through online portal would not be updated.
3. It is requested that prospective bidder notify their bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message - IFN 760COV/ IFN 767COV via SFMS

IFSC CODE: ICIC0000007

Corporate Name- Airport Authority of India

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

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

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

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

Date: _____

The Manager,

_____ (Bank),

_____ (Branch)

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

Dear Sir/Ma'am,

I/We, _____ request you to include unique identifier **AAIRANCHI** in field **7037** of the SFMS cover message IFN COV **760** (for BG issuance) and IFN COV **767** (for BG amendment) while transmitting the same to beneficiary bank (ICICI bank -IFSC-ICIC**0000007**)

Thanking You,

(Licensee/Concessionaire)

(For Successful bidder only)

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

The Branch Manager,

..... Bank,

.....

Sub: My/Our bank Guarantee No.dated.....

For Rs..... Issued in favour of AAI A/c No.....

Sir,

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

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

Signature of the Depositor

Place:

Date:

CHECKLIST FOR BIDDERS

S. No.	Particulars	Detail
1	Type of Facility / Concession	
2	Period of license/ concession	
3	Tender Processing Fee	
4	Earnest Money Deposit	
5	Area and Location for license	
6	Minimum Reserved Licensed Fee/MMG	
7	Revenue Share (%), if applicable	
8	Eligibility Criteria:	
	Technical Qualification	
	Financial Qualification	
9	Space Rent for AC space	
10	Space Rent for Non-AC space	
11	Applicability of space rent	
12	Common Area Maintenance (CAM) Charges	
13	Electricity & Water Charges, etc.	
14	Applicable Govt. taxes (GST, etc.)	
15	Experience Certificates	
16	Incubation Period	
17	Gestation Period	
18	Security Deposit Towards License Fee	
19	Security Deposit Towards Utilities	

Critical Dates

1	Date of publish of Tender document	
2	Start download/sale date of Tender documents	
3	Last download/sale date of Tender document	
4	Last date of submission of queries to Tender Document on CPP portal	
5	Reply to the queries by AAI on CPP portal	
6	Last date for online submission of bids/proposals on e-tender portal	
7	Technical Bid Opening date	
8	Financial Bid Opening date	

Format for Consent Letter
Dispute Resolution Clause

To,

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

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

Sir / Madam,

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

Thanking you,

(_____)
Authorized signatory of agency

Encl: As above

Format of 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 disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's Associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to

terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders'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 A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

9. Facilitation of Investigation.

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

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical 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 Name of the Officer Designation Deptt./Ministry/PSU Witness 1. _____ 2. _____	Bidder CHIEF EXECUTIVE OFFICER Witness 1. _____ 2. _____
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The details of the Independent External Monitors for implementation of the aforesaid Integrity Pact are given below:

- 1) Shri. P. R. Ravikumar, IRS (Retd.),
Email: p_r_ravikumar@yahoo.com
- 2) Shri. Satish Chander,
Email: satishchander.adg@gmail.com

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