



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

**Madurai International Airport/ मदुरै अंतर्राष्ट्रीय हवाई अड्डा
Madurai/मदुरै**

Notice Inviting Tender (Short Term) for 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

**Madurai International Airport/ मदुरै अंतर्राष्ट्रीय हवाई अड्डा
Madurai/मदुरै**

ई-निविदा सं./ E-bid no.: 2026_AAI_293113_1

OCTOBER 2026

TABLE OF CONTENTS

S. No.	Contents	Page No.
1.	Disclaimer	3-4
2.	Introduction	5-6
3.	Notice Inviting E-Tender	7-14
4.	E-Tendering guidelines to the bidders	15-16
5.	General Information and Guidelines	17-25
6.	Annexure: A - Draft License Agreement Appendix: 1 of Annexure A - General Terms & Conditions Appendix: 2 of Annexure A - Special Terms & Conditions Annexure VP1- Schedule of Parking Tariff Annexure VP2- Schedule of Lane Pick-up Fees Annexure VP3- SLA-Schedule of Performance Indicators for Vehicle Parking Concessionaire Annexure VP4- Penalty for Infractions Annexure VP5- Positioning of Booths and Time Stamping Annexure VP6- Positioning of Signages Annexure VP7- Bill of Material for Automated Parking Management System Annexure VP8- Sample of Standard Token Formats Appendix: 3 of Annexure A – Concession Area Layout Appendix: 4 of Annexure A – Schedule of Premises	26-76
7.	Annexure: B - Format for Power of Attorney	77-78
8.	Annexure: C - Format for Unconditional Acceptance Letter	79-81
9.	Annexure: D - Format for Details of Bidder	82
10.	Annexure: E - Format for Certificate from Chartered Accountant/Statutory Auditor in respect of Technical, Financial Capacity & Experience	83
11.	Annexure: F - Format for Letter of Undertaking from Bidder	84
12.	Annexure: G - Declaration by Bidder	85-86
13.	Annexure: H - Format for Details of Near Relatives working at AAI	87
14.	Annexure: I - Format for Outstanding Dues Certificate	88
15.	Annexure: J - Format for Beneficiary Bank Account Details	89
16.	Annexure: K - Format for Bank Guarantee Appendix: 1 of Annexure K - Advisory for Applicant and its BG Issuing Bank Branch Appendix: 2 of Annexure K - Request letter: Transmission of Bank Guarantee cover message	90-93
17.	Annexure: L - Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI	94
18.	Annexure: M - Check list for bidders	95
19.	Annexure: N – Format Consent Letter for Dispute Resolution Clause	96

DISCLAIMER

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

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

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

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

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

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

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

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

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

AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF COMMERCIAL

E-tender (Short term) is invited for award of License for concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fee and Lane Pick-up Fees Rights at Madurai International Airport.

INTRODUCTION

1. Airports Authority of India is (“AAI”) is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-tender for award of **License for short term concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fee and Lane Pick-up Fees Rights at Madurai International Airport**
3. AAI came into existence on 1ST April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
 - Design, development, operation and maintenance of passenger terminals
 - Development and management of cargo terminal at international and domestic airports
 - Provision of passenger facilities at terminals like F&B, Retail, Vehicle Parking, Duty Free Outlet, Duty Paid Liquor Shop, Executive Lounge, Wellness Center/SPA, Ground Transportation services, ATM, Money Exchange etc.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. During the Financial Year 2023-24, AAI has recorded a Total Revenue of Rs. 15979.83 crores and a Profit After Tax (PAT) of Rs. 4651.31 crores.
6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
7. Major Airlines and Passenger Traffic data of the airport is placed below:

Airlines Operating in Madurai International Airport at present

Domestic Airlines: Indigo, Air India

International Airlines: Spice Jet, Srilankan Airlines, Indigo

Passengers Traffic Data of Madurai International Airport during the last 05
Financial Years:

Particulars	F.Y. <u>2021-22</u>	F.Y. <u>2022-23</u>	F.Y. <u>2023-24</u>	F.Y. <u>2024-25</u>	F.Y. <u>2025-26</u>
Passengers in numbers	679781	1138005	1285976	1399046	1388062

NOTICE INVITING E-TENDER (NIET)

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

Name of Facility	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fee (MRLF) (in INR) per month
License for short term concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fee and Lane Pick-up Fees Rights at Madurai International Airport Area: 10400 sqm parking area (9000 sqm for parking area including manoeuvring area and 1400 sqm for VIP/Govt & AAI Vehicles)	Rs.25,000 /- (Rupees Twenty five Thousand only)	Rs.3,00,000 /- (Rupees Three Lakhs only)	Rs.17,27,800/- (Rupees Seventeen lakhs twenty seven thousand eight hundred only) (Applicable Taxes and charges extra)

NOTE:

- a) Bidding shall be done on MRLF
- b) Bids / Quotes received which are less than MRLF / shall not be considered.
- c) Highest quote/offer received shall be the sole parameter for selection of highest bidder.
- d) Monthly license fees shall be the quoted license fees. The quoted license fees is subject to annual escalation as detailed in NIT.
- e) In addition to above license fee, the selected bidder shall be liable to pay:
 - (i) Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is INR 1800/- per SQM per month for A/C space and INR 1190/- per sqm per month for Non A/C space w.e.f. 01.04.2026 subject to annual escalation of 7.5% p.a. during the month of April every year. The rates derived after annual escalation shall be rounded off to the nearest multiple Ten(10) or as fixed by AAI from time to time. That in addition licensee is also liable to pay space rent for allotted space of INR 1800/- per sqm per month for A/C space and INR 1190/- per sqm per month for Non A/C space (if applicable).
 - (ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.

- (iii) Utility Charges for the consumption of the electricity, water, internet, data ports etc. as per actual consumption consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4 of Annexure A.**
3. **Period of Concession:** Three (03) months, further extendable by another three months or award of regular tender whichever is earlier.
4. **Rate of Escalation: N/A**

- (i). ~~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).~~
- (ii). ~~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%

5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.
6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.

7. **Business Incubation Period: NIL**

No Business Incubation period shall be permitted for tenders invited under Stop Gap Arrangements for Contingent facilities and in such cases post-award formalities have to be completed by the licensee with the permitted gestation period.

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).

8. **Handing Over of Sites:**

- a. Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of gestation period.

- b. The gestation period will be deemed to have commenced from the date of LoIA even though the licensee fails to complete the conditions of award which otherwise are pre-requisite for handing over of site. However, actual handing over of sites shall only be done after completion of all prerequisite conditions as per LoA.
- c. In case tender process has been completed and successful tenderer has been awarded LoA, but, concession/ license period of incumbent licensee is not over, then, AAI shall make 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. Gestation Period:

- a. Gestation period shall be Fifteen (15) 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 awarded site and obtain all the License/permits/ approvals required for commencement of the facility.
- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favour of the existing licensee in the same place (i.e. same area as well as location). However,
 - (i) where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined for the said facility, shall be permitted.
 - (ii) If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if agency continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of applicable gestation period.
- 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).

10. Eligibility Criteria:

A. Technical 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. Financial Criteria:

- a. The Minimum Gross turnover shall be Rs. 2,07,33,600/- (Rupees Two crore seven lakhs thirty three thousand six hundred only). 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.

NOTE:-Bidders shall ensure that all CA certified documents submitted in the Tender Document shall invariably mention Unique Document Identification Number (UDIN). CA certified documents submitted by the bidders without UDIN shall not be entertained.

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

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

12. Any party either a firm or an individual falling under the following categories is not eligible:
 - a. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, 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. Parties facing action under PPE Act or AAI Act, with AAI.
 - c. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the e tender.
 - d. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices raised up to the cut-off date as specified in General Information and Guidelines para 3(f) of NIT, then the said entity may not be allowed in AAI tenders.

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

disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under DRC/Arbitration shall be minimum 2 years from the date of DRC/Arbitration and further renewable.

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

- e. Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against agency and/or against our/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. A declaration to the effect that the Tenderer does not fall under the above categories a), b), c), d) and e) above has to be submitted in the Technical Bid. (Refer: Annexure: G).

13. Participation in the form of consortium is not allowed for this tender.

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

- a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in.
- b) The bids shall not be accepted in any other form.
- c) Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal mentioned above.
- d) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
- e) Cost of Tender Processing Fees amounting to **Rs.25,000/- (Rupees Twenty Five thousand only)**, shall be paid by the bidder before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.
- f) The amount of Earnest Money Deposit (EMD) of **Rs.3,00,000/- (Rupees Three lakhs Only)** shall be paid by the tenderers before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.
- g) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- h) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
- i) E-bids shall be submitted in two bid system as follows: -

- i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under **clause 3** of the General Information / Guidelines of Notice Inviting E-Tender.
- ii. Financial Bid – As required under **clause 4** of General Information/Guidelines of Notice Inviting E-Tender.

15. **Critical Dates:**

S. No.	ACTIVITY	DATE	TIME IN IST
1.	Download of e-tender document from NIC CPP portal	From 01.10.2026 to 08.10.2026	Up to 1730 Hrs
2.	Submission of Queries related to E-Tender, if any; on NIC CPP portal only	By 05.10.2026	Up to 1730 Hrs
3.	Reply to the queries by AAI on NIC CPP portal	By 06.10.2026	Up to 1730 Hrs
4.	Last date of Online submission of Bids (Technical Bid as well as Financial Bid) on E-Tender portal	08.10.2026	Up to 1730 Hrs
5.	Opening of Technical Bids / Proposals(s) (online only)	On 09.10.2026	At 1730 Hrs
6.	Opening of Financial Bids / Proposals(s) (online only) (Tentative)	On 30.10.2026	At 1730 Hrs

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

Note: The debarment shall also apply to the 'allied firms' of the debarred agency. All

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

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

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

21. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
22. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
23. On acceptance of the tender, the name of the authorize representative (s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

**AIRPORT DIRECTOR
MADURAI INTERNATIONAL AIRPORT**

E-Tendering guidelines to the bidders

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

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

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

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

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4711 508, 0120- 4001 002, 0120-4001 005, 0120-6277 787. International Bidders are requested to prefix 91 as country code. Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.
Tel: 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787
E-Mail: support-eproc@nic.in
2. **For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail:** cppp-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 Number	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)
6	Bid Manager		comml_vomd@aai.aero	04522691092	0930-1800 Hrs. (MON-FRI)

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

- The above-mentioned help desk numbers are intended only for queries related to the issues on e-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 co-operative societies.
 - e) The Bidders are required to furnish Tender Processing Fee of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** and Earnest Money Deposit of **Rs3,00,000/- (Rupees Three lakhs Only)** through Payment Gateway on CPP Portal. A copy of document indicating payment of Tender Processing Fee and EMD through Payment Gateway on CPP Portal is to be uploaded in the technical bid. Non-payment of Tender Processing Fee and EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

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

Refund of EMD:

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

f) No Dues Certificate:

i. Self-Declaration of Dues:

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

ii. No Dues Certification from AAI:

The party should also enclose the no dues certificate issued by AAI **for the bills raised-up to 30.06.2026 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 containing (duly signed and stamped by the authorized person).

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

Note:

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

4. Financial Bid

- a) The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in.
 - b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
 - c) The AAI does not bind itself to accept the highest or any E-tender and reserves to itself the right of accepting the whole or any part of the E-tender and the tenderer shall be bound to provide the service at the rate quoted.
 - d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
 - e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
 - f) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the “Tie Bidders”), Authority shall invite fresh Financial Bids, as per Authority’s policy, from such Tie Bidders and shall identify the selected bidder from amongst such Tie Bidders, provided that the revised Financial Bids of such Tie Bidder(s) shall be no less favourable to Authority than their respective original Bids.
5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI’s tender(s) / e

tender(s) for a period of **one (01) year**, on account on non-completion of the following:

- a) Acceptance of the offer within **seven (07) days** from the date of issuance of the award letter addressed to the party.
- b) Payment of advance license fee for one month within Gestation Period.
- c) Payment of interest free Security Deposit within Gestation Period, amounting to **Three (03) months'** equivalent gross license/Concession fee of the first year, to AAI as an interest free security Deposit of Rs. _____/-. The Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

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, Madurai Airport, Madurai.
- iv. The Bank account details of AAI, Madurai Airport are given below:

BANK DETAILS	Airports Authority of India
BANK NAME	State Bank of India
BANK ADDRESS	116,Aruppukotai Main Road, Avaniyapuram -625012, Madurai Dist
ACCOUNT NO.	32910187204
RTGS CODE / IFSC CODE	SBIN0012743

- 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	AAIMADURAI
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 07 days of issuance of LOIA (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 **30 days**, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

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

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

- D. Termination for regulatory/legislative or supervisory requirements: If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment.
- 11. All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).
- 12. AAI reserves the right to extend the date of submission /opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.
- 13. AAI reserves right to reject any or all E-tender(s) in part or in full without assigning any reason.

Draft License Agreement

Photo
of the licensee

**SUBJECT: Grant of License for _____ at
_____ 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, _____ Airport, _____ hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

AND

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

WHEREAS the Authority is entitled in 'Law' to grant license at its _____ Airport for the purpose _____ of _____ so as to provide amenities and facilities to the passengers and visitors at _____ 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 _____ from _____ to _____, unless terminated earlier on account of following;
 - a. By giving **30** days of notice in writing without assigning any reason.
 - b. Terminated by AAI on a short notice on account of non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 15th day of English calendar month as under:

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

3. **Rate of Escalation: N/A**

~~(i). 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).~~

~~(ii). 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%

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.

Wherever the billing is dependent on passenger data/ any other data and provisional billing is already done every month on 1st in advance, the invoices for true-up data shall be raised by **10th of succeeding month** on the basis of pax data or actual data submitted by the concessionaire/ agency.

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 1800/-** per Sqm. per month (for A/C space) and **INR 1190/-** per sqm per month (for non A/C space) w.e.f. 01.04.2026 subject to annual escalation of **7.5% p.a.** during the month of April every year. The rates derived after annual escalation shall be rounded off to nearest **ten(10)** 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.1800/- per sqm per month for A/C space and Rs.1190/- per sqm per month for Non A/C space . such charges shall be paid within the date(s) specified in the bills
6. That in addition to the above said license fee, licensee shall pay all utility charges towards consumption of electricity, water, internet, data ports etc. as per actual consumption, as may be, due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the above utilities to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
8. That the Licensee shall make payment of license fee etc. either by Virtual Account Number (VAN), cheque/demand drafts drawn on local banks or through RTGS/NEFT.
9. That the Licensee shall deposit Security Deposit within Business Incubation Period, amounting to **Three (03)** months' equivalent gross license/Concession fee of the first year, to AAI as an interest free security Deposit of Rs. _____/-. The Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

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

Note:

- i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, and applicable tax thereon.
 - ii. 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, Madurai Airport, Madurai .
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 30 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 30 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 30 days for surrender of license/concession after completion of 20% License period, then damage charges equivalent to **3 months** current License fee / MMG / Concession Fee

/ Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

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

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

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

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 Passes & Passports, if required, as in the case of "Duty Free Outlets".

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

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

Note: This clause is only applicable for Category Mega/A/B/C Airports - Strikeout this clause in case of tenders for 'D' and 'Other' category of Airports.

- (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)

SPECIAL TERMS AND CONDITIONS

1. **Scope of Work:**

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

- a) The Concessionaire at its own cost shall hire/lease/procure, install, operate and manage Automated Parking Management System (APMS).
- b) 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 FASTag.
- c) The details (components and specification) of Automated Parking Management System for Madurai International Airport are as **per Annexure-VP7**.
- d) 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.
- e) The Concessionaire shall permit AAI's authorized officers to inspect the APMS at any time.
- f) Only system generated tokens and payment receipts to be issued. Issuance of manual tokens and payment receipts will be strictly prohibited.
- g) Software used by the Concessionaire in its APMS should be as per industry standards.
- h) 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.
- i) In order to facilitate the auditing and reporting requirements of AAI, the Concessionaire shall:
 - i. Render complete support and full cooperation to AAI.
 - ii. To obtain all required approvals from its software suppliers and implement this process.
- j) In case of failure or malfunctioning of any component of APMS, the details shall be shared with Airport Director/Commercial In-charge immediately, and same shall be rectified within 24 Hours by the Concessionaire.
- k) In a single incident, maximum breakdown period of not more than 30 minutes is permissible.
- l) 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.
- m) 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 (Madurai International Airport is **currently a Category C** 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.

- n) 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 (Madurai International Airport is currently a Category C 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 the 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-VP5 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 slab of parking 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 Parking entry and Parking 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 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-VP7**.
- l) The name of 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 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 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).

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:

1. The entry of Autos/Three Wheelers is not allowed at the airports.
2. Airport to ensure that the pick-up or drop-off from higher capacity vehicles i.e. Tempo traveller, Mini-Bus, Coach, Bus to be done in parking area only. Signage for the same to be installed at Airport Entry gate.

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 Level 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	Airport Director	Airport webpage on AAI

	response or absence of contact person at previous levels.		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 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 is in a drunken state during duty hours.

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 clearly indicating entry/ exit roads, pick/drop lanes at arrival/departures, designated car parking area, 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 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%, Airport Director may take a judicious decision on whether:
- a) 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
 - b) 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 due 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 **10400 sqm parking area (9000 sqm for parking area including manoeuvring area and 1400 sqm for VIP/Govt & AAI Vehicles)**. 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. Vehicles parked in the EV Charging Zone for charging purpose shall not pay parking fees to the Vehicle Parking Licensee at airport. Airport has to devise the mechanism at local level through receipt, app, etc. to ensure the same.
- g. The Concessionaire shall, with prior approval from the Authority, earmark limited and

separate parking slots for VIP parking, government vehicles parking, parking for the staff of the Authority, pre-paid taxi, car rental, 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 **Three (03) 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 Nationalised /scheduled commercial banks (Bank Guarantee from co-operative banks (even scheduled)/ Societies/ Payment banks, OR in the form of FDR will not be accepted). The validity of the BG to be 180 days from the date of expiry of contract.

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 [15(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. grants the Concession and provide the Parking Area and right of way to access the same, to the Concessionaire and its authorized representatives; and
 - ii. 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 Three (03) months, further extendable by another three months or award of regular tender whichever is earlier 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.

- e. ~~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 LOA (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 **30 Days** to the Concessionaire, for the event of default set out as below: *(Blanks to be filled by the Tender Inviting Authority as per the provisions of Commercial Manual)*

- 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 **30 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:

Type of Vehicle	Rate (In Rs.)
Two Wheelers	15
Private Cars	40
AAI Licensee Commercial Cars	30
Tempo Traveller/ Mini Bus	120
Coach/Bus/ Truck	200

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

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

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

Type of Vehicle	Rate (In Rs.)
Two Wheelers	30
Private Cars	80
AAI Concessionaire Commercial Cars	55
Tempo Traveller/ Mini Bus	240
Coach/Bus/ Truck	400

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 Rs.)
Non-AAI Licensee Commercial Cars	80

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 Rs.)
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:

- 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.
- 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.
- 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.
- The rates shall be escalated accordingly, subject to minimum increase of Rs. 5 w.r.t the prevalent rates.
- 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 Rs.)
Two Wheelers	20

Private Cars	45
AAI Licensee Commercial Cars	35
Tempo Traveller/ Mini Bus	135
Coach/ Bus/ Truck	225
More than 30 minutes up to 60 minutes	
Two Wheelers	25
Private Cars	70
AAI Licensee Commercial Cars	50
Tempo Traveller/ Mini Bus	210
Coach/ Bus/ Truck	350
More than 60 minutes up to 120 minutes	
Two Wheelers	35
Private Cars	90
AAI Licensee Commercial Cars	60
Tempo Traveller/ Mini Bus	270
Coach/ Bus/ Truck	450
From 0 up to 120 minutes for Non-AAI Licensee Commercial Cars	
Non-AAI Licensee Commercial Cars	90

(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 Rs.)
Two Wheelers	25
Private Cars	50
AAI Licensee Commercial Cars	40
Tempo Traveller/ Mini Bus	150
Coach/ Bus/ Truck	250
More than 30 minutes up to 60 minutes	
Two Wheelers	30
Private Cars	75
AAI Licensee Commercial Cars	55
Tempo Traveller/ Mini Bus	225
Coach/ Bus/ Truck	375
More than 60 minutes up to 120 minutes	
Two Wheelers	40
Private Cars	100
AAI Licensee Commercial Cars	70
Tempo Traveller/ Mini Bus	300
Coach/ Bus/ Truck	500
From 0 up to 120 minutes for Non-AAI Licensee Commercial Cars	
Non-AAI Licensee Commercial Cars	100

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.

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 10 Seconds
		Manpower Deployment during peak hours for booth management	02 per Booth at Parking Entry
2.	Parking Management	Manpower deployed for assisting parking in designated car park areas	01 Persons (will depend on layout and size of car park area)
		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 10 vehicles at Parking Exit
		Length of queue during peak hours	Not more than 10 vehicles at Airport Exit
		Response time between vehicle reaching parking exit gate or airport exit gate and vehicle attended for payment	20 Seconds
		Response time between receipt generation, receiving payment and pushing the vehicle out of car park area and exit of the airport (as the case may be)	30 Seconds

		Manpower deployed during peak hours per booth	02 Persons
5.	Cleanliness of Car Parking Area	Number of cleaning staff deputed in a shift	02 Persons (will depend on total area)
		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 Payment Token/ 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.

Annexure VP7

Bill of Material for Automated Parking Management System for Madurai International Airport

Bill of Material for Parking Management System in Tenders with short periodicity

For Tenders with short periodicity invited under Stop-gap arrangement for all categories of airports, the following minimum automation components shall be applicable:

S. No.	Item	Positioning
1	Automatic Boom Barrier	At exit of Airport At each entry and exit of Parking
2	Electronic Ticketing Machine	At exit of Airport At each entry and exit of Parking
3	Synchronised clocks	At each entry and exit of Parking
4	Digital Payment System	At exit of Airport At each exit of Parking

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

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

Contact Public Grievance Officer at
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

Contact Public Grievance Officer at
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 Contact Public Grievance Officer at
xyz@aai.aero

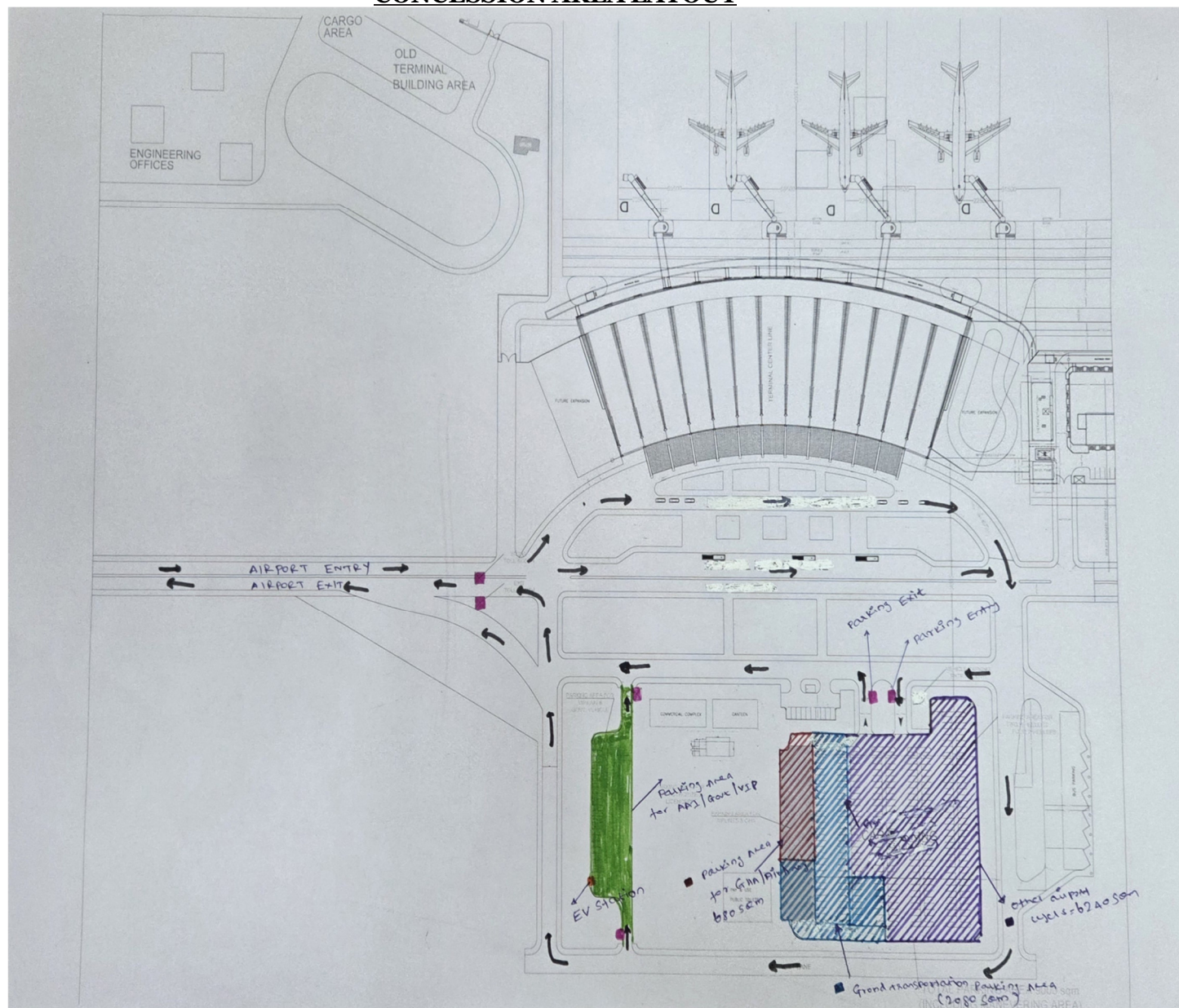
NOTE –

- 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



No	Particulars	Area in Sqm
1	10% for VIP/ Govt/ Regulatory agencies vehicles (360 for AAI)	1040+360=1400
2	20% for Ground Transportation/ App based cab aggregator	2080
3	10% for AAI / Agencies working at Airport (GHA airlines) for AAI vehicles 360 Sqm adjusted along with Sl. No. 1 above for avoiding unauthorized usage of the area)	680 (1040-360)
4	Other airport users	6240
TOTAL		10,400

SCHEDULE OF PREMISES

Airport	Madurai International Airport
Facility	License for short term concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fee and Lane Pick-up Fees Rights at Madurai International Airport
Location	Madurai International Airport
Area (in sqm)	Area: 10400 sqm parking area (9000 sqm for parking area including manoeuvring area and 1400 sqm for VIP/Govt & AAI Vehicles)

(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:

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

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

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

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

To,

Date: _____

**The Airport Director,
Airports Authority of India,
Madurai International Airport,**

Sub: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the “**License for short term concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fee and Lane Pick-up Fees Rights at Madurai International Airport**” have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of **clause 6,21** of Notice inviting E-Tender and 4(b) of General information and Guidelines 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 the general information and Guidelines of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - c. I/We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clause 8 of the General Information and Guidelines of the Tender Documents, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/We do not have any conflict of interest in accordance with Clause 9 of the 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.25,000 (Rupees Twenty Five Thousand Only)** to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
14. I/We confirm having submitted the EMD of **Rs.3,00,000/- (Rupees Three lakhs 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.3,00,000/- (Rupees Three lakhs 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 the Authorized Representative	

DETAILS OF BIDDER

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

(Signature of Authorized Signatory)**Name: [•]****Designation: [•]****Date:****Seal or Stamp of Bidder**

**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.

	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 FY _____ as 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 ____ 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.

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 s 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

ANNEXURE: J

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:

ANNEXURE: K

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>AAI MADURAI</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 -
ICIC00000007).

Dear Sir/Ma'am,

I/We, _____ request you to include unique identifier **AAIMADURAI** 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**00000007**)

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