



**AAI CARGO LOGISTICS & ALLIED SERVICES CO LTD
CHENNAI AIRPORT**

NOTICE INVITING e-TENDER

For

**LICENSE FOR OPERATION OF
CANTEEN AND SNACK BAR**

at

**Integrated Air Cargo Complex,
AAICLAS, Chennai Airport**

**Tender Reference No.: AAICLAS/MAA/3280/2025
E-Bid No: 2025_AAICL_234779_1**

TABLE OF CONTENTS

S. No.	Contents	Page No.
1.	Disclaimer	3-4
2.	Introduction	5
3.	Notice Inviting E-Tender	6-11
4.	E-Tendering guidelines to the bidders	12
5.	General Information and Guidelines	13-20
6.	Annexure: A- Draft License Agreement	21-27
	Appendix-1 – General Terms and Conditions	28-33
	Appendix-2 – Special Conditions of Contracts	34-38
	Appendix-3 – Schedule of Premises & Concession Area Layout	39
7.	Annexure: B – Format of Power of Attorney	40-41
8.	Annexure: C – Format for unconditional Acceptance Letter	42-44
9.	Annexure: D – Format for Details of Bidder	45
10.	Annexure: E – Format for certificate from CA / Statutory auditor in respect of Technical, Financial Capacity and Experience.	46
11.	Annexure: F– Format for Letter of Undertaking from Bidder	47
12.	Annexure: G – Declaration by Bidder	48-49
13.	Annexure: H– Format for details of Near relatives working at AAI/AAICLAS	50
14.	Annexure: I– Format of Outstanding Dues/ No Dues Certificate from AAI/AAICLAS	51
15.	Annexure: J– Format for Beneficiary Bank Account Details	52
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	53-56
17.	Annexure: L– Letter of Understanding from the depositor to be submitted along with Bank Guarantee to AAICLAS (for Successful Bidder only)	57
18.	Annexure: M- Check List for bidders	58
19.	Annexure: N–Format consent Letter for Dispute Resolution Clause	59

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 AAICLAS, 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 AAICLAS 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 AAICLAS 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 AAICLAS, 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 AAICLAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AAICLAS, 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 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 arising in any way for participation in the bidding process.

The AAICLAS 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 AAICLAS 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 AAICLAS is bound to select all the Proposals for bidding process for the Concession and the AAICLAS 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 AAICLAS 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 AAICLAS 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 AAICLAS 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 AAICLAS including termination of Concession, debarring, forfeiture of EMD and/or Security Deposit. The Applicant shall also indemnify the AAICLAS and its employees from actions arising out of this e-Tender.

AAI CARGO LOGISTICS & ALLIED SERVICES CO LTD
CHENNAI AIRPORT

E-tenders are invited for award of License for Operation of CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.

INTRODUCTION

1. AAI Cargo Logistics & Allied Services Co Ltd (AAICLAS) is a fully owned subsidiary company of Airports Authority of India. AAICLAS is formed to manage its cargo functions in India. The main functions of AAICLAS include:
 - Design, Development and Management of air cargo terminal in a more professional manner.
 - Improving existing infrastructure and developing new facilities vis-à-vis venturing into new business avenues and cater to needs of industry and stakeholders.

Major International and Domestic Airlines operating at Chennai International Airport:

- | | |
|------------------------|------------------------|
| 1. Air Arabia | 18. Lufthansa |
| 2. Air Asia Berhad | 19. Malaysian Airlines |
| 3. Air Austral | 20. Oman Air |
| 4. Air India | 21. Qatar Airways |
| 5. Air India Express | 22. Saudi Airlines |
| 6. Blue Dart | 23. Singapore Airlines |
| 7. British Airways | 24. Spice Jet |
| 8. Cathay Pacific | 25. Srilankan Airlines |
| 9. Emirates Airlines | 26. Thai Air Asia |
| 10. Ethiopian Airlines | 27. Thai Airways |
| 11. Etihad Airlines | 28. Tiger airways |
| 12. Fly Dubai | 29. Turkish Airlines |
| 13. Gulf Air | 30. Unitop Airlines |
| 14. Indigo | 31. Air Asia India |
| 15. All Nippon Airways | 32. Go Air |
| 16. US Bangla Airlines | 33. Vistara |
| 17. Kuwait Airways | 34. Batik Air |

Major Cargo Traffic data in Metric Tons of AAICLAS, Chennai Airport for the last 03 FY are as under:

Year	Export	Import	Domestic	International Courier	Total
2021-22	101135	145544	74478	2977	324134
2022-23	88896	141174	85494	2618	318182
2023-24	93050	135353	82957	2073	341335

NOTICE INVITING E-TENDER (NIET)

1. E-Tenders is hereby invited for granting license for the following facility:

Name of Facility	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF)
License for Operation of CANTEEN and Snack Bar at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.	Rs. 4,000/- (Rupees Four Thousand only). Inclusive of GST. (Non-Refundable)	Rs.50,000/- (Rupees Fifty Thousand only).	Rs.53,130/- (Rupees Fifty-Three thousand, One hundred and Thirty only) per Month plus utility Charges and applicable taxes.

- i. Bidding shall be done on MRLF.
- ii. Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder. Bids/Quotes received which are less than MRLF shall not be considered.
- iii. License fees shall be the quoted fixed license fees and is subject to annual compound escalation as mentioned at Clause 4 below.
- iv. In addition to the License Fees, the selected bidder shall be liable to pay:
 - a. Common Area Maintenance (CAM)/Utility/Facilitation charges at 10% of quoted license fee per month.
 - b. 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.
 - c. Charges for the consumption of the electricity, water 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 AAICLAS and at the rates as fixed from time to time.

2. Area to be Licensed:

- a. 105.75 Sqm (including Kitchen) at first floor, above pass section, near import gate for CANTEEN facility. (Appendix 3 of Annexure-A)
- b. 10 Sqm (approx.) of counter space as Snack Bar in Domestic Cargo Terminal for packed food vending facility.

3. Period of Concession: The license shall be for a period of “Three (03) Years”

4. Escalation Rate of License Fee

- a. License Fees shall be subject to 10% annual escalation rate.
- b. The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one-year period therefrom. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIT.

5. The prospective bidders are requested to go through the tender conditions and visit the site / cargo terminal to assess the feasibility of business / undergo proper diligent study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAICLAS

at any stage for whatsoever reasons.

6. Bidders are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAICLAS. Conditional tenders would be summarily rejected.
7. **Business Incubation period** shall mean a period of **15 days** from the date of issuance of LOIA and before handing over of site, is the period in which the concessionaire shall fulfill the contract formalities (like acceptance of the LOIA, submission of security deposit, signing of agreement etc.) as mentioned in LOIA. The site shall only be handed-over after fulfillment of these formalities within the Business incubation period.

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

8. Handing Over / Taking over of Site /Facility:

- a. Date of handing over of site should be on or before **16th** day of issuance of award letter, upon fulfillment of contract formalities to be done by the licensee during business incubation period.
- b. If the licensee fails to complete the contractual formalities which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced from the **16th** day of issuance of award letter. However, actual handing over of sites shall only be done after completion of all conditions of award.

9. Gestation Period:

- a. Gestation period of **30 days** shall be reckoned from the date of handing over of sites shall be permissible. During the gestation period, Awardee shall construct/develop the outlets and obtain all the License/permits/ approvals required for commencement of the facility.
- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favor 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 above, may 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 he 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 gestation period.

10. Eligibility Criteria:

i. Technical Criteria

“No prior experience of Retail or F&B is required subject to the condition that the successful bidder will obtain all the requisite statutory/ regulatory permission & certification etc. within the

gestation period mentioned in NIT. In case of failure in obtaining the requisite statutory/regulatory permission and certification etc. within the gestation period, the award will be cancelled”.

ii. Financial Criteria

The Minimum Gross turnover shall be 12 months of MRLF i.e. **Rs.6,38,000/- (Rupees Six Lakh Thirty-Eight Thousand only)**. The Gross turnover should be in any one of the last 7 financial years.

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/are **not** eligible:

- a) De-barred/black listed by CBI or AAI or AAICLAS or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. A declaration to this effect is also to be submitted by the party with tender documents.
- b) Parties facing action under PPE Act, with AAI/AAICLAS.
- 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/AAICLAS at any of the airports as a whole and has not paid such dues to AAI/AAICLAS 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 company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has 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 conditions 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/AAICLAS 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 relevant details to be furnished).

- f) A declaration to the effect that the Tenderer does not fall under the categories a), b), c), and d), e) above must be submitted in the Technical Bid. (Refer: Annexure-G). Following declaration will also be part of **Annexure-G**:

“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/AAICLAS in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”

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

- i. The bids shall be submitted only on the NIC CPPP E-Tendering Portal at **etenders.gov.in**
- ii. The bids shall not be accepted in any other form
- iii. The e-tendering process is online at NIC CPPP E-Tendering Portal at **etenders.gov.in**
- iv. Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in mentioned above.
- v. Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
- vi. **Cost of tender fees amounting to Rs.4,000/- (Rupees Four Thousand), shall be paid by the bidder before the scheduled time of e-tender submission through NEFT in favor of ‘AAI Cargo Logistics & Allied Services Co Ltd’. The bank details are given in para 14(viii) below. No other mode of payment shall be acceptable.**
- vii. **The amount of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) shall be paid by the bidder before the scheduled time of e-tender submission through NEFT in favor of ‘AAI Cargo Logistics & Allied Services Co Ltd’. No other mode of payment shall be acceptable.**
- viii. The Bank particulars of ‘AAI Cargo Logistics & Allied Services Co Ltd’ Bank account for RTGS / NEFT are as follows: -

Account Name	AAI Cargo Logistics & Allied Services Co Ltd
Account Type	Current
Account No.	37046868039
Bank Name	State Bank of India
Branch	Meenambakkam
IFSC Code	SBIN0005789

- ix. A scanned copy of the proof / documents of the above payments towards cost of tender document and EMD) made through NEFT is to be uploaded (i.e. scanned copy) along with the technical bid documents by the bidders(online).
- x. Non-submission of cost of tender document and EMD shall lead to disqualification of bidder.
- xi. 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 and Guidelines of Notice Inviting e-Tender.
 - II. Financial Bid – As required under **clause 4** of General Information and Guidelines of Notice Inviting e-Tender.

15. Critical Dates:

S. No.	Activity	Scheduled Dates and Time
1.	Publishing Date	08.05.2025 at 15:00 hrs.
2.	Document Download/ Sale start Date	08.05.2025 at 15:30 hrs.
3.	Seek clarification Start Date	08.05.2025 at 16:00 hrs.
4.	Seek Clarification End Date	14.05.2025 up to 18:00 hrs.
5.	Bid Submission start date (technical & financial) on CPP portal	From 08.05.2025 at 16:00 hrs.
6.	Bid Submission Closing date (technical & financial) on CPP portal	Up to 28.05.2025 up to 15:00 hrs.
7.	Opening of Technical Bids / Proposal(s) (online only) (Tentative)	29.05.2025 at 15:00 hrs.
8.	Opening of Financial Bids of Technically qualified bidders (Tentative)	Will be communicated later

16. EMD of unsuccessful bidder(s) shall be refunded only after issuance of Award Letter to Successful Bidder.

17. In case bidder "withdraws from tender process before last date of submission of technical bid date and time, 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 the tender process, entire EMD amount shall be forfeited and the bidder is liable to be debarred from participating in any tender of AAICLAS 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: -

- Whether the management is common;
- Majority interest in the management is held by the partners or directors of banned/suspended firm;
- Substantial or majority shares are owned by the banned/suspended/debarred firm and by virtue of this, it has a controlling voice.
- Directly or indirectly controls, or is controlled by, or is under common control with another bidder.
- 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. AAICLAS reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
22. AAICLAS 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 AAICLAS is to be intimated.

**REGIONAL MANAGER
AAICLAS,
CHENNAI 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 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 at 24 x 7 Help Desk Numbers: 0120-4200462,0120-4001002**

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

Tel : 0120-4200462,0120-4001002

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

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

E-Mail: cpmp-doe@nic.in

- 3. For any Issues / Clarifications relating to the publishing and submission of AAICLAS tender(s)**

a) In order to facilitate the Vendors / Bidders as well as internal users, AAICLAS, Help desk services may be availed from **Sh Aman Mishra, +918804377070** in case of any technical issues with bid submission at CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Saturday, Sunday and Gazetted Holiday) between 0930-1800 hours and shall assist users on technical issues related to the use of Central Public Procurement Portal (CPMP).

b) Before submitting queries, bidders are requested to follow the instructions given in **“Guidelines to Bidders”** and get their computer system configured according to the recommended settings as specified in the portal at **“System Settings for CPPP”**.

- 4. 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.**
- 5. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAICLAS.**

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) The technical e-bid through e-portal.
 - b) The 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. AAICLAS 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 firms and approved bye-laws in case of co-operative societies.
- e) The Bidders are required to furnish Earnest Money Deposit of Rs.**50,000/-** (Rupees Fifty thousand only) and Tender processing cost of **Rs.4,000/-** (Rupees Four Thousand only) (non- refundable). The EMD and tender cost shall be deposited via bank transfer in the form of NEFT to “AAI Cargo Logistics and Allied Services Co Ltd’ as per the details provided below. A copy of document indicating payment of EMD and Tender fee through NEFT is to be uploaded in the technical bid. Non-payment of EMD and Tender fee by the stipulated date & time shall lead to disqualification of tenderer(s):

Account Name	AAI Cargo Logistics & Allied Services Co Ltd
Account Type	Current
Account No.	37046868039
Bank Name	State Bank of India
Branch	Meenambakkam
IFSC Code	SBIN0005789

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

Refund of EMD:

EMD of unsuccessful bidders received through bank transfer mode (RTGS/NEFT) shall be refunded online through the same mode only and it shall be refunded in the bank account whose detail is required as per “**Annexure-J**” to be submitted as part of technical bid. EMD of unsuccessful bidder(s) shall be refunded only after issuance of Award Letter to Successful Bidder. 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 & AAICLAS 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/AAICLAS:

The party should also enclose the no dues certificate issued by AAI/AAICLAS for the bills raised up to **31st March 2025**, in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. Format as per **Annexure-I**.

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

- g) Letter of unconditional acceptance of AAICLAS terms and conditions duly signed (enclosed as per **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/AAICLAS in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees” (**Refer Annexure: G**)
- i) Declaration giving the details of blacklisting or debarring by AAI/AAICLAS, 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 initiated by AAI/AAICLAS. (NIL statement also to be filed). (**Refer Annexure-G**)
- k) Declaration in respect of near relatives working in AAI/AAICLAS, as per **Annexure-H**.
- l) Certificate from Chartered Accountant/Statutory Auditor in respect of Technical Capacity & Experience, as per **Annexure: E**
- m) Letter of Undertaking by Bidder, as per **Annexure: F**.
- n) Documents supporting eligibility criteria.
- o) Bank Account details along with a cancelled cheque as per **Annexure-J**.
- p) Scanned copy of complete set of E-tender document containing (duly signed and stamped by the authorized person)

Important: AAICLAS reserves the right to verify, refer any document to the concerned authority for confirmation on case-to-case basis. Mere submission will not bind AAICLAS 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 p)** 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 CPPE E- Tendering Portal at etenders.gov.in and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer:
 - b) AAICLAS reserves to itself the right to reject the conditional offer without assigning any reason thereto.
 - c) AAICLAS 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"), AAICLAS 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 favorable to AAICLAS 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 may be debarred for further participation in AAICLAS tender(s)/e-tender(s) for a period of **One (01) year**, on account of 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 Incubation period.
- c) Payment of Interest free Security Deposit within Business Incubation Period, amounting to 4 months equivalent licensee fee (based on the 1st year License Fee) plus CAM/utility charges and applicable taxes to AAICLAS as an interest free Security Deposit in the form of RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

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

Note:

Gross License Fee shall mean the amount equivalent to total of License Fee, Utility/facilitation Charges and applicable tax thereon.

- i. 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 Regional Manager (SR), AAICLAS, Chennai Airport.
- ii. The Bank account details of AAICLAS, Chennai Airport are given below:

Account Name	AAI Cargo Logistics & Allied Services Co Ltd
Account Type	Current
Account No.	37046868039
Bank Name	State Bank of India
Branch	Meenambakkam
IFSC Code	SBIN0005789

- iii. AAICLAS has made arrangement for Verification of Bank Guarantees received by AAICLAS 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	AAI Cargo Logistics & Allied Services Co Ltd
BANK NAME	ICICI BANK
IFSC CODE	ICIC0000007
BG ADVISING MESSAGE	SFMS IFIN 760
UNIQUE IDENTIFIER	AAICLAS, Chennai Airport
<u>Account Number</u>	000705044092
CODE	(to be mentioned in field 7037 of the BG advising message code)

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 on non-judicial stamp paper of Rs.500/- within 15 days from the date of issuance of award letter (Stamp Duty and Agreement Registration Fees 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 the date of 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 debarred from participating in any tender of AAICLAS for one year.
7. The successful bidder shall intimate the names of the persons employed by him or going to be employ, who are **near relatives** of AAI/AAICLAS employees, or are ex- employees of AAI/AAICLAS who have separated from AAI/AAICLAS 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 LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAICLAS 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 AAICLAS 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 mis representation; or
 - vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - vii. The applicant or its associates 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 AAI/AAICLAS or any PSU or Government Departments during the last 5years;
 - b) In the event of any of above fraud and corrupt practices coming to the notice of AAICLAS 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 AAICLAS to the agency without AAICLAS being liable in any manner whatsoever to the agency. In such an event, AAICLAS shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAICLAS 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 LOIA and during the contract period, then AAICLAS reserves the right to take any such measure as may be deemed fit in the sole discretion of AAICLAS, including annulment of the contract and forfeiture of the Security Deposit Amount.
- d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAICLAS 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, AAICLAS 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 Affiliate is less than twenty(20) per cent of the aggregate issued, subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by the Authority, a bank, Insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013;

For the purposes of this Clause, indirect shareholding held through 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 of 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 AAICLAS 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, AAICLAS shall place reliance upon the declaration to be submitted by the bidder/applicant in the form of acceptance of AAICLAS'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 AAICLAS as per provisions of tender documents/license agreement.

10. Exit Clause, Dispute Resolution, Arbitration & Litigation.

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 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 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, AAICLAS 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 AAICLAS, 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, AAICLAS 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 AAICLAS 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 AAICLAS will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of **60** days, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI/AAICLAS 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 50% 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 on 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. No compensation is payable by AAICLAS.

- 11.** All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).
- 12.** AAICLAS 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.** AAICLAS 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: License for Operation of CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.

THIS CONCESSION AGREEMENT (“Agreement”) made and executed at _____ on this _____ day of _____ Two Thousand Twenty-Five by and between:

The AAI Cargo Logistics & Allied Services Company Limited (A subsidiary of Airports Authority of India) having its Corporate Office at AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi – 110 003 and having its Regional Office at Integrated Air Cargo Complex, Meenambakkam, Chennai Airport, Chennai-600016 represented by Regional Manager hereinafter called the ‘**AAICLAS**’ (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman or Member, Chief Executive Officer, General Manager, Regional Managers, Officers or any of them specified by the Chairman in his behalf and shall also include its successors and assigns) of FIRST PART;
and

_____, a Proprietorship Firm/ Partnership Firm/ LLP/ Company incorporated under the Company Act 1956/2013, represented by _____ and having its registered office at _____ (hereinafter called the “**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 AAICLAS is entitled in “Law” to grant license at Integrated Air Cargo Complex Chennai Airport for the purpose of Operation of Staff Canteen and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport and is in possession of space, more fully described in the schedule, hereinafter referred to as the **PREMISES**.

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

AND WHEREAS the AAICLAS 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 three (03) years from _____ to _____ unless terminated earlier on account _____ of _____ following:
 - a. By giving 60 days of notice in writing without assigning any reason.
 - b. Terminated by AAICLAS 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 AAICLAS every month in advance by way of license fee on or before 10 days from the date of invoice asunder:

Year	Amount of Monthly License Fee
1 st Year	_____ + 10% Utility / Facilitation Charges on License Fee + GST applicable on time
2 nd Year	_____ + 10% Utility / Facilitation Charges on License Fee + GST applicable on time
3 rd Year	_____ + 10% Utility / Facilitation Charges on License Fee + GST applicable on time

3. Rate of Escalation:

- a. License Fees shall be subject to 10% annual escalation rate.
- b. The first annual escalation will be applicable after completion of one-year license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIT)
4. AAICLAS shall raise bill on or before 10th of every month in advance. The licensee has to make the payment of license fees, electricity, water charges etc., within 10 days from the date of invoice, failing which interest of delayed payment @ 12% per annum shall be charged from the due date for delayed period up to 30 days and if delay is for more than 30 days, then interest @ 18% per annum shall be charged from the due date, for entire delay period. The Invoices of electricity, water charges etc. for the completed month shall be raised on or before 15th of succeeding month.
5. Licensee is required to make the monthly payment towards Common Area Maintenance (CAM)/Utility/Facilitation charges at 10% of quoted license fee subject to the annual escalation of the quoted license fee during the contract period.
6. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the AAICLAS 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 AAICLAS may without prejudice to its other rights disconnect or cause to be disconnected the electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
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. through Demand Drafts drawn on local banks or through RTGS/NEFT. No cheque shall be accepted in payment of license fee etc.
9. That the licensee shall deposit a sum of Rs. _____/- (Rs. _____ only) i.e. an amount equal to **04 months** of total license (based on First year license fee quoted by the licensee) fee (including CAM/utility charges and applicable taxes) as Security Deposit in the form of Demand Draft / Pay order / RTGS/NEFT/ Insurance Bond/ Bank Guarantee from a

Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Regional Manager, AAI Cargo Logistics and Allied Services Co Ltd, Air Cargo Complex, Meenambakkam, Chennai Airport, Chennai 600 016. Bank Guarantee should be valid for the entire period of license plus twelve (12) months.

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

In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the AAICLAS may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the AAICLAS 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 AAICLAS shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

Note:

- I. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.
 - II. In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.
 - III. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period, from a Nationalized/Scheduled Bank and in favor of Regional Manager (SR), AAICLAS, Chennai Airport.
10. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity, water charges equivalent to 5% of annual license/concession value including CAM/utility charges for the first-year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs in the form of DD/NEFT/RTGS/BG.
 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 AAICLAS in such manner as may be prescribed. The Licensee shall provide to the AAICLAS, if so, required by the AAICLAS, Statements of Audited Accounts in such manner and within such period as the AAICLAS may prescribe. Licensee shall be liable to share invoicing details live with AAICLAS.
 13. That the Licensee shall have no right to object as and when the AAICLAS decides to grant additional License for similar facility at the airport premises where the Licensee is rendering such services.
 14. That AAICLAS 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 AAICLAS.
 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 AAICLAS 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 AAICLAS. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
 17. That the AAICLAS 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 him 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 him 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 the employees working in the Air cargo Complex and bona fide visitors to the Air Cargo Complex and Officers of AAI/AAICLAS and the staff of Various Airlines using the Air Cargo complex 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 AAICLAS.
 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 any tender in AAICLAS for minimum period of 01 (one) year.**
 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 AAICLAS to the agency without AAICLAS 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 AAICLAS tenders for a period of two (02) years without prejudice to any other rights or remedy that may be available to AAICLAS in this regard. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
 22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving **60 days'** notice in writing, otherwise the Licensee shall be liable to pay to the AAICLAS (without any demur or question) such amount of money as the AAICLAS may decide as due to it by the Licensee. The license can be terminated by the AAICLAS by giving **60 days'** notice in writing without assigning any reason thereto.

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

A. Normal termination:

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

B. Termination for Cause:

In case of breach of terms of concession/ license, i.e. non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAICLAS 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 AAICLAS, 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/AAICLAS Act or any other suitable remedies available.

C. Termination for convenience:

Either party, AAICLAS 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 AAICLAS 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 AAICLAS will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 20% of the license period or the party has not served the requisite notice of **60 days**, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI/AAICLAS 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 AAICLAS 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. 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.
- 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 AAICLAS on the part of the Licensee in complying with all or any of the conditions of the license agreement, the AAICLAS 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, AAICLAS 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 AAICLAS 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 AAICLAS. This is without prejudice to any rights and remedies available with AAICLAS 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 AAICLAS 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 AAICLAS airport or airport premises.

27. Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.
28. The AAICLAS and the Licensee further agree that they are bound by the General Terms & Conditions, Special terms & Conditions of Contract, Concession Layout & Schedule of Premises found in Appendix 1, 2, 3, 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 AAICLAS transfers the rights to operate and maintain the Airport/Air to a third party(s), the Authority shall ensure that;

- I. AAICLAS shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release AAICLAS 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
- II. The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between AAICLAS

and Concessionaire shall be vested in such third party.

Signed by Sh. _____ Regional Manager, AAICLAS, Chennai Airport, for and on behalf of AAI Cargo Logistics and Allied Services Co Ltd, in the presence of:

Signature
WITNESS:

1. _____

2. _____

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

Signature
WITNESS:

1. _____

2. _____

GENERAL TERMS AND CONDITIONS

The AAICLAS 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 AAICLAS or any person claiming under the AAICLAS.
- 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 AAICLAS under this agreement shall be deemed to have been served if delivered at or sent by registered post to the AAICLAS.
 - 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 AAICLAS and all other actions to be taken on behalf of the AAICLAS, may be given or taken on behalf of the AAICLAS by the Regional Manager 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 Regional Manager, in respect of the Airport under his charge.
- 5) (a) The Licensee shall not, unless with the written consent of the AAICLAS, 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 AAICLAS, 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 AAICLAS from/against any claims made or damages suffered by the AAICLAS 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 AAICLAS shall not be responsible in any way for loss or damage by any means caused 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 AAICLAS 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 are not maintained in reasonably clean condition by the licensee, Regional Manager shall have powers to get the

premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs.1,000/- per day for each default up to 07 days & thereafter Rs.2,000/- 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/AAICLAS 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/AAICLAS 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 him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - 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 AAICLAS, on the part of the licensee in complying with either of these conditions specified in the foregoing sub- clause(a) to (e), the AAICLAS 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 persons as shall have good character and as well behaved and skillful in their business. He shall furnish the AAICLAS in writing with the names, parentage, age, residence and specimen signature or thumb impression of all persons whom he proposes to employ for the purpose of this agreement before they are so employed and the AAICLAS shall be at liberty to forbid the employment of any person whom it may consider undesirable. The persons employed by him shall be under the general discipline of the AAICLAS and shall conform to such directions as may be issued by the AAICLAS 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. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the AAICLAS, 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 wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the office premises shall be as per the specification given by AAICLAS and to be got approved by AAICLAS 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 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 AAICLAS 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 licence.

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 licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the AAICLAS shall approve of and shall produce for inspection on demand by the AAICLAS 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 licence as minor offences and complaints coming to its notice for which in the opinion of the AAICLAS this agreement need not be terminated, the AAICLAS may at its discretion recover compensation from the licensee up to the limit of the Security deposit of the licensee. The decision of the AAICLAS in this respect will 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 AAICLAS 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 AAICLAS 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 AAICLAS 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 AAICLAS 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 fortnightly by the Regional Manager of the AAICLAS or his authorized representative.
 - 21) If any strike or lockout affecting the operations in the Air Cargo Complex, due to which Licensee's business is affected, the AAICLAS 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 Air Cargo Complex continuously for 03 days (if the location of the commercial facility is in visitor concourse area);
 - II. Closure of the Air Cargo Complex by AAI/AAICLAS 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 AAICLAS 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 AAICLAS or permission for sale of additional items.
 - 23) The Licensee shall deposit duplicate keys of the premises with the AAICLAS whenever the Regional Manager/ Airport Director Demands and permit the AAICLAS/AAI 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 facility.
 - 24) The AAICLAS 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 licence 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 licence period or on termination of the licence by the AAICLAS 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 AAICLAS. Further, licensee shall remove his / their goods

and other materials from the premises immediately, failing which AAICLAS reserve its right to remove such goods/ materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, AAICLAS shall be at liberty to dispose of 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 favor of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
- 27) The AAICLAS, its officials 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 AAICLAS (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 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/Chief Executive Officer of AAICLAS, 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), AAICLAS and the language of arbitration proceedings shall be English.

- 30) 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 from the issuance of LOIA 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 LOIA and submit copies thereof to the AAICLAS, 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 10 days from the date of receipt of Security Clearance from BCAS and submit copies thereof to the AAICLAS.

- 31) 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 CONDITIONS OF CONTRACT

1. The charges towards consumptions of electricity & Water shall be borne by the Licensee on actuals. Electricity per Unit Consumption Rate – As per applicable rates.

Note: The charges may be varied as may be notified by AAI/AAICLAS from time to time.

2. The agency may be permitted to introduce new items in the menu list during the contract period. The rates of such new items may be decided by the AAICLAS committee. **The licensee shall offer a minimum of 10% concession on all items sold to staff of AAI and AAICLAS.**
3. A provision for revision in rates of items during the contract period every year may be kept which should be done in consultation with the agency considering the inflation and other market conditions by a duly constituted local level committee.
4. A duly constituted Committee shall regularly check on quality / quantity / price of the food items on a monthly basis.
5. Maintenance of the premises shall be the sole responsibility of the Licensee.
6. The agency should use only standard / AGMARK/ FSSAI quality ingredients for preparation of items.
7. The agency should submit applicable undertakings ensuring that the agency abides by all the rules and regulations of Government of India Departments and AAICLAS like EPFO, Taxes, Labour Laws, PF & ESI etc. All rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act shall be the sole responsibility of the Licensee & AAICLAS shall not be held responsible for the same.
9. Token penalty of Rs. 1000 /- to be imposed on the agency on failure to maintain canteen timings, failure to use branded raw materials, sale of expired food stuff, non – display on rate list, non – maintenance of cleanliness, sale of packaged products beyond MRP etc.
10. The license should submit attested copies of all the necessary license obtained for operating the catering services like FSSAI, Eating House License, Trade License, Environmental Clearance License, Fire Safety License etc. before commencement of the facility.
11. Display of name and logo of the agency operating canteen & Snack Bar may be permissible on the front elevation. The maximum size of signboard should not exceed the maximum area of 12 sq.ft.
12. Any other form of advertisement by the agency like advt. On disposal cups, plates, packing boxes, tissue papers, etc. may not be permitted.
13. The licensee may ensure that provisions for digital mode of payment are made available at all the time in the facility.

14. As an effort to maximize commercial revenue, if at any time during/ Post award of canteen contract, the space allotted for operating the staff canteen is required by AAICLAS, the licensee may have to relocate to another space allotted by AAICLAS with no claims towards AAICLAS.
15. The Licensee shall render the service to Office areas at 1st Floor and Import and Export billing counters in the designated locations on round the clock basis as per the requirement. The Canteen shall be operational throughout the contract period except that the canteen may be closed for cleaning and pest control measures with prior permission from the AAICLAS.
16. The Licensee shall arrange to supply adequate quantities of Breakfast, Lunch, Dinner and snack items daily. The food items should be supplied in clean utensils washed in hot water and while commuting from canteen to Office areas at 1st Floor and Import & Export billing counters, food shall be properly covered with cloth/net.
17. The licensee shall at his own cost maintain the premises including the dining hall, kitchen, lavatories, pantry, and furniture attached to canteen premises in proper state of hygiene and cleanliness and abide by such direction as may be given by the AAICLAS or by the Department of Health and such other Department, as may be entrusted by the Rules and Regulations with the work of inspection and enforcement of the prescribed conditions of sanitation, cleanliness and hygiene.
18. The licensee shall at his own cost maintain & repair and do periodical service, replace any spare parts of furniture, fixtures, electrical fittings, electrical equipment like freezer, grinder, exhaust fan, fly catcher, water cooler etc. except civil works.
19. The licensee shall sell variety of South Indian, North Indian, Chinese cuisine, including non-vegetarian food. The rates for quality and quantity for various food items shall be charged from as per the rates approved by AAICLAS.
20. The licensee should display the name prominently. The licensee should also display the management contract/ franchise contract (if applicable) in the premises.
21. The branded items shall be sold on MRP only.
22. It is the responsibility of the licensee for proper collection and disposal of garbage generated from the facility.
23. The unit shall be operated to cater to the staff and visitors working at Air Cargo Complex.
24. The licensee shall prepare/sell food items with the use of FSSAI licensed cooking oil, cereal, spices and other materials. AAICLAS shall be at liberty to inspect and check the quality of eatables and the materials being used by the licensee. Any non-compliance in this regard shall tantamount to breach of the terms of the contract and AAICLAS can levy penalty besides terminating the contract.
25. AAICLAS shall not be responsible for any legal cases that arise due to health hazard on account of poor quality of items and other legal matters for quantity, price etc. sold by the licensee. The sole responsibility shall be of the licensee in any legal cases.
26. The licensee will be required to arrange their own counters/furniture and other infrastructure as required for operating the canteen, bare space only will be provided by AAICLAS for this purpose.
27. All the kitchen/pantry equipment/gadgets shall be kept in clean and in hygiene condition all the times. Special care needs to be undertaken by ensuring the general cleanliness, maintenance of

- the fixtures and fittings to the satisfaction of AAICLAS. Compliance of all the statutory rules and regulations of Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and any statute and/or statutory law applicable to the licensee during pre and post currency of the license.
28. The Licensee shall have the Character and Antecedents of all their employees duly verified by the Police before inducting them in service.
 29. No structural alterations and additions are to be made in the scheduled premises allotted without prior written consent from AAICLAS.
 30. The Licensee shall display in a prominent place the rates of eatable as approved by the AAICLAS. During the Contract period, the rates of the various food items fixed by AAICLAS shall remain firm.
 31. **The Licensee shall obtain all necessary licenses/authorization and permits (including but not limited to FSSAI License), as admissible, under the rules, applicable to the said facility before commencement of the catering facility. In case, the licensee is not able to obtain the permits, the award of contract shall be cancelled and EMD shall be forfeited.**
 32. The Licensee shall not be permitted to display any advertisement except display of the facility/service in the designated area.
 33. The Licensee should keep the Canteen and Snack Bar facility and their surroundings in neat and clean condition at all the times at the cost of licensee. The Licensee should keep the food materials properly covered in the premises. The Licensee shall also ensure that waste materials shall be disposed of only at the designated area i.e., not to throw the waste materials around the premises, which attracts the birds, thereby affecting the aircraft safety.
 34. The Licensee shall ensure that his/her customers do not throw/spill any kind of waste in and around the facilities. In case of such incidence, the licensee shall clean the same immediately, without any delay. Any Violation shall attract penalty of Rs.1,000/- per incidence.
 35. The license fee shall be altered for temporary closure of Air Cargo Complex on a reason including pandemic, epidemic, lockdown, etc. (Not Bandh/Strike) based on the decision of AAICLAS management.
 36. Licensee shall be responsible for all safety devices in the premises. AAICLAS shall not be responsible for any claim for users/ employees etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claim, if any.
 37. The Licensee shall abide by all the terms and conditions of the agreement and the instruction issued from time to time by the AAICLAS shall be strictly followed.
 38. The Licensee shall obtain all necessary Licenses/authorization and permits, as admissible, under the rules, applicable to the said facility.
 39. The licensee shall **not** use single use plastic material such as plastic carry bags; plastic sheets for wrapping; spreading on dining table; plastic/thermocool plates, plastic cups and tumblers, plastic coated paper plates, plastic coated paper cups, plastic coated tumblers and other items banned by the Govt of Tamil Nadu.
 40. **INDEMNITY TO AAICLAS:**
 - Installation, maintenance and upkeep of the premises is entirely at the risk and cost of the Licensee and the AAICLAS will not be liable for claim of any damage or loss of the fixtures and fittings installed.

- Licensee shall indemnify and render harmless the AAICLAS, from any loss, liability, claim or damage that may be sustained by any person or cause to any property or, which may otherwise occur, in connection therewith, by reason of maintenance, use of operation of the said facility.
- In the event of any sums of money, remaining due and payable on account of License fees, of money assessments, outgoings or amount payable for electricity supply or any other charges that the AAICLAS may decide, as being due, against the Licensee and outstanding, in spite of being called upon to pay the same, AAICLAS, shall have a lien, on such properties (fixtures and fittings), as are installed under this License and Licensee will not remove any asset or any part or any component hereof, without the permission, in writing, previously obtaining from the AAICLAS who shall be, at liberty, to detain all or any of the materials, displayed in the premises, by the Licensee and refuse to grant clearance/removal, until such time as AAICLAS's out standings shall have been paid, in full.
- Licensee will, during the continuance of this License, insure all goods and properties, against any claim for workmen's compensation or otherwise, for all persons employed by them, in connection with their business, to be carried on, as aforesaid Licensee shall also arrange before installation for third party insurance to cover against any claim that may be lodged by any user as a result if any injury damage caused to such a person or his property sustained from any such hoarding/translate etc. falling on such a person or property for any reason or cause.

41. OTHER OBLIGATIONS OF LICENSEE:

- During the continuance of this agreement, the Licensee shall not commit or suffer to be committed, any waste, spoils or destructions in or at the said space/site Licensed.
- On the expiry of the License period, Licensee shall promptly take action to remove the fixtures and fittings, from the Licensed sites and, in the event of not removing, the fixtures and fittings, after the expiry of the License period or when the License is terminated, for any reasons, during the tenure of the License, for breach of terms and conditions or otherwise, AAICLAS will be at liberty, to remove them and dispose of the material and adjust their sale proceeds, against the expenditure incurred by the AAICLAS and in case of any shortfall, the AAICLAS shall be at liberty to recover the same from the Licensee.
- Licensee shall deliver/surrender peaceful possession of the sites, fixtures and fittings, equipment's and installations, if any, provided by the AAICLAS, in good condition and, if required, with substantial repairs, on the expiration of the License.

42. FORCE MAJEURE: 'Force Majeure' is hereby defined, as any cause, which is beyond the control of the Licensee or, AAICLAS as the case may be, which could not be foreseen, and which substantially affects the performance of the License such as:

Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics:
Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes provided either party shall within 15 (fifteen)

days from the occurrence of such a cause notify the other, in writing, of such causes. AAICLAS will hand over space to the licensee and the licensee shall construct the infrastructure at their cost and will hand over the vacant space to AAICLAS on expiry of the contract.

43. The Licensee shall deal with all the customers with extreme courtesy and caution and any complaints from public about the misbehavior of Licensee or his/her employees shall be construed as grounds for non-performance.
44. The Licensee shall abide by all the terms and conditions of the agreement and the instruction issued from time to time by the AAICLAS shall be strictly followed.
45. Tenderers are requested to visit the site to assess the feasibility of business and thereafter may bid in the tender. No reduction in License fee will be entertained by AAICLAS at a later stage (including during the currency of licence and the extended period, if any) for whatsoever reason.
46. All fixtures and fittings and any property of the Licensee once installed inside the Cargo terminal, under the provisions of this agreement, shall only be removed from their sites locations with the previous written approval, in the form of a formal 'Gate Pass' obtained from an authorized officer of the AAICLAS.
47. The Licensee shall maintain at his/her own cost, all the electric fittings and installations and such other electric connections/accessories, as may be provided by the AAICLAS, in the said sites or as may hereafter provide by the AAICLAS in the said sites.
48. The Licensee shall deliver clean and free possession of the sites, fixtures and fittings, equipment and installations, if any provided by the AAICLAS, in good order and conditions and, if required, with substantial repairs on expiration of license.
49. AAICLAS reserves the rights to grant such permission to another agency at the same air cargo complex and the first agency shall have no objection whatsoever. AAICLAS will have the option to avail the services from outside agencies for official gathering and meetings etc. as per the requirement.
50. All taxes, levies and duties payable including GST, which may be levied by statutory authorities at any stage under this license, shall be paid by the Licensee. Licensee shall comply with all laws, rules and regulations in force, as applicable to the said facility. The Licensee shall keep and continue to keep AAICLAS premises, against any claim free and unencumbered from any liability in this regard.
51. All the above guidelines/conditions shall form part and parcel of the agreement.

TARRIF RATES: The intention of AAICLAS is to provide quality services at a reasonable rate including applicable GST.

“The Licensee is permitted to fix the menu and charge the customers at the rates vetted and approved by the AAICLAS Management”.

SCHEDULE OF PREMISES

License for Operation of CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.

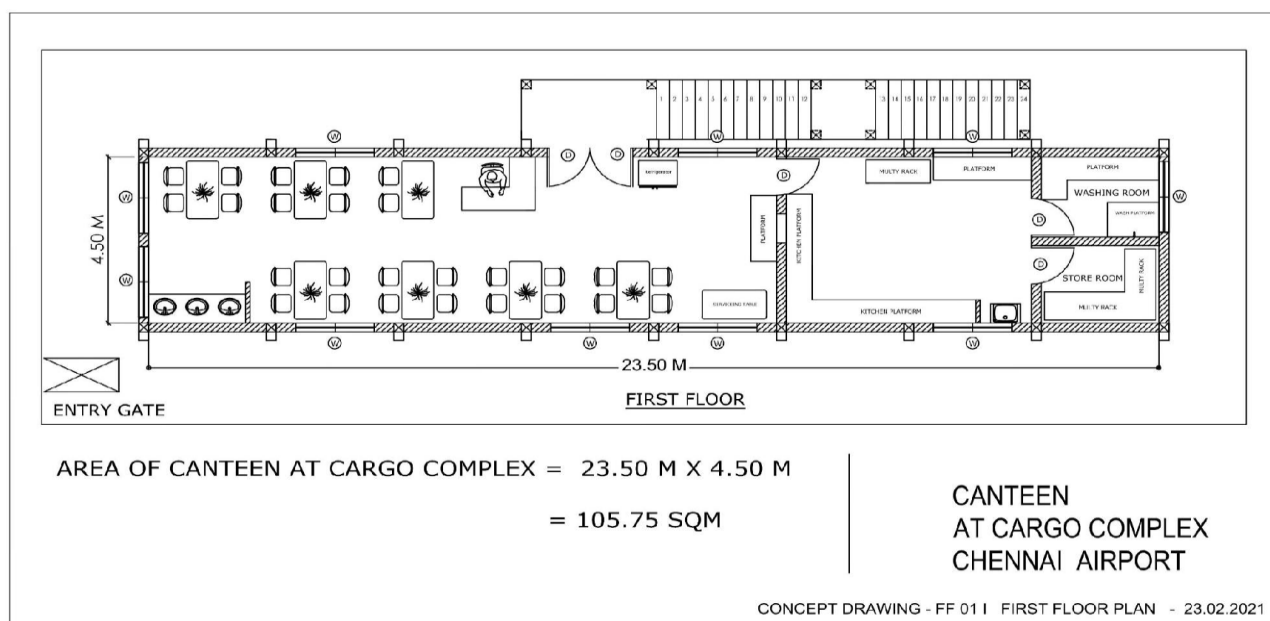
1) AREAALLOTTED : 115.75 Sqm (105.75 Sqm Catering Unit + 10 Sqm Counter)

2) LOCATION

- a. 105.75 Sqm Catering Unit and Kitchen: first floor, above pass section, near Import IN gate (Non-Air Conditioned) – Site Layout enclosed
- b. 10 Sqm (approx...) Counter space (Non-Air Conditioned) as a Snack Bar at Domestic Air Cargo Terminal. (Suitable Area will be identified and allotted after issuance of LOIA)

3) SITE LAYOUT : As per drawing enclosed. The furniture and fixtures shown in the drawing is for indicative purpose only shall not be provided by AAICLAS

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 notarized)

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 License for Operation of Canteen and Snack Bar facility at Integrated Air Cargo Complex, Chennai Airport, India (the "Concession") proposed by AAICLAS 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 AAICLAS, representing us in all matters before the AAICLAS, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAICLAS 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 AAICLAS.

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 OF __2025

For

(Signature, name, designation and address)

(Notarised)

Witnesses:

1.

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.

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

To

Date: _____

**Regional Manager,
AAI Cargo Logistics and Allied Services Co Ltd,
Air Cargo Complex,
Meenambakkam,
Chennai Airport,
Chennai-16.**

Subject: Acceptance of AAICLAS's Tender Conditions

Sir,

The tender documents for the License for Operation of **CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport** have been provided to me/us by AAI Cargo Logistics and Allied Services Co Ltd 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 forms part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
- 2) We are enclosing and submitting here with 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 AAICLAS tender documents in its entirety for the above facility.
- 4) The contents of Clause 21 of Notice Inviting e-tender of the tender documents have been noted wherein it is clarified that AAICLAS reserves the right 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 AAICLAS any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAICLAS.
- 7) I/We acknowledge the right of AAICLAS 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 partner 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 AAICLAS.
 - 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 9 of General Information and Guidelines of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI/AAICLAS 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 08 of General Information and Guidelines of the e-NIT Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d) I/ We do not have any conflict of interest in accordance with Clause 09 of General Information and Guidelines 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 AAICLAS 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 AAICLAS 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.4,000/-** (Rupees Four Thousand only) to AAICLAS in accordance with the Tender Document. The copy of payment instrument is attached.
- 14) I / We confirm having submitted the EMD of **Rs. 50,000/-** (Rupees Fifty thousand only) to AAICLAS in accordance with the Tender Document. The copy of payment instrument 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.50,000/- (Rupees Fifty Thousand Only) liable to be forfeited by AAICLAS, 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 AAICLAS for further participation in the tenders at its airports or at any other place under the control of AAICLAS, 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, AAICLAS 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 AAICLAS, for a period of **two (02) years**.
- 19) I / we agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated this -----Day of ----- 2025.

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

Details of Bidder

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

(Signature of Authorized Signatory)

Name: [•]

Designation: [•]

Date:

Seal or Stamp of Bidder

**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/Lead Member of Consortium) has an operating experience of at least _____ (____) years in _____ business and has presence in the _____ in the following locations.

No	Airport/City/ Location	Details 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 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) _____

Date _____

DECLARATION

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

1. I/We are having/had the following contracts at Airports/Offices controlled by AAI/AAICLAS:

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/AAICLAS controlled Airports, indicate NIL. Additional SD for DRC/Arbitration cases to be indicated separately)

- I/We are not debarred / blacklisted by CBI or AAI/AAICLAS 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).
- I/We have not faced/are not facing any action under PPE Act with AAI/AAICLAS. (In case if you have faced/are facing action under PPE Act with AAI/AAICLAS, submit all the details).
- I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI/AAICLAS at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
- I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has dues with AAI/AAICLAS". (In case if you fall under anyone of the above category, please furnish all such relevant details).
- I/We do not have any conflict of interest as detailed in **clause 09** of general terms and conditions of tender document.
- 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/AAICLAS in any of the Airport premises either

against me and/or any member of the consortium or against our/its associates 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 AAI / AAI CARGO LOGISTICS AND
ALLIED SERVICES CO LTD**

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

DATE:

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 FROM AAI/AAICLAS

1. Name of Contract :
2. Agreement No. :
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 31.03.2025:

(Disputed and un-disputed amounts to be shown separately).

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

8. Details of any arbitration/litigation

Signature

Name: -----

Designation: -----

Airport: -----

Date:

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

For Refund of EMD, following is to be submitted by the bidders:

BANK ACCOUNT DETAILS OF BIDDER

Sr. 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& Branch	
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 must be provided.

(Beneficiary's i.e. Bidder' Name & Signature)

Place:

Date:

FORM OF BANK GUARANTEE

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

WHEREAS by a License Agreement dated_____made between AAI CARGO LOGISTICS AND ALLIED SERVICES CO LTD, the Licensor (hereinafter called “AAICLAS”) of the one part and M/s. _____ (hereinafter referred to as “**Licensee**”) of the other part, the AAICLAS has granted to the Licensee the license for Operation of Canteen and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport and the License Fee, utility / facilitation charges and other charges as applicable and for the due performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the licensee we, _____do, hereby irrevocably and unconditionally undertake to pay to you, the AAICLAS 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 AAICLAS on account of the License Fee and utility / facilitation charges and other 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 AAICLAS by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAICLAS shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of Rs. _____(Rupees _____only) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the AAICLAS 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 AAICLAS as stated herein above shall be conclusive evidence to us that the amount demanded by you, the AAICLAS 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 AAICLAS and the Licensee and/or any act of omission on part of AAICLAS or any indulgence to the Licensee by the AAICLAS 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 AAICLAS.
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.

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 AAICLAS.

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 guarantee 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 amount only and if you serve upon as a written claim or demand on or before claim date-----.

For Bank name

Dated:

Place:

Witnesses:

1.

2.

Advisory: For Applicant and its BG Issuing Bank Branch

AAICLAS has made arrangement for verification of Bank Guarantees received by AAICLAS from Licensees/ Customers/ Concessionaires through Structured Financial Messaging System (SFMS) of ICICI bank.

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 IFIN 760 (BG Issuance) via SFMS (Structured Financial Messaging System) as provided by RBI.
2. In the event of BG issuing/amending bank not sending the message IFIN 760 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:

The SFMS IFIN 760 message in respect of this guarantee has been sent to below mentioned banker of AAICLAS:

BG advising message - IFIN 760
SFMS IFSC CODE: ICIC0000007

Bank Name: ICICI Bank

Account Holder name: AAI Cargo Logistics and Allied Services Company Ltd

Account Number: 000705044092

IFSC code: ICIC0000007

Branch Name: CONNAUGHT PLACE, NEW DELHI, 110001

Field Number	Particulars (to be mentioned in Row 1)
7037	< unique identifier> < <u>AAICLAS, CHENNAI AIRPORT</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. IFIN 760.

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 AAICLAS while transmitting BG cover message where beneficiary bank is ICICI bank (IFSC - ICI00000007).

Dear Sir/Ma'am,

I/We, _____ request you to include unique identifier **AAI Cargo Logistics and Allied Services Company Ltd, Chennai Airport.** in field **7037** of the SFMS cover message IFIN **760** (for BG issuance) while transmitting the same to beneficiary bank (ICICI bank -IFSC- **ICIC00000007**)

Thanking You,

(Licensee/Concessionaire)

For Successful bidder only

(Letter of undertaking from the Depositor to be submitted along with Bank Guarantee to AAICLAS)

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

Sub: My/Our Bank Guarantee no.____dated_____for Rs.-----issued in favor of
AAICLAS 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 AAI Cargo Logistics and Allied Services Co Ltd to me/us.

I hereby authorize the AAICLAS 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 AAI Cargo Logistics and Allied Services Co Ltd.

Signature of the Depositor

Place:

Date:

CHECKLIST FOR BIDDERS

S. No.	Particulars	Detail
1	Type of Facility / Concession	Canteen and Snack Bar
2	Period of license/ concession	03 Years
3	Tender Processing Fee	INR 4,000/-
4	Earnest Money Deposit	INR 50,000/-
5	Gross area for license (Non-AC)	105.75 Sqm + 10 Sqm= Total 115.75 Sqm.
6	Minimum Reserved Licensed Fee/MMG	53,130/-
7	Eligibility Criteria	Refer Para 10 of Notice Inviting e-Tender
	Technical Qualification	Refer Para 10 (i) of NIT
	Financial Qualification	Refer Para 10 (ii) of NIT
8	Utility Charges/CAM Charges	10 % on quoted license fee
9	Electricity & Water Charges etc.	As per actual consumption
10	Applicable Govt. taxes (GST, etc.)	18 % or as per Govt directives
11	Security Deposit Towards LF	04 Months Total License Fee of the First year. (Including GST and other applicable charges)
12	Security Deposit Towards Utilities such as Electricity & water Charges	5% of Annual license fee on First year LF.
13	Business Incubation Period	15 Days from the date of issuance of LOIA
14	Gestation Period	30 Days
Critical Dates		
Sl.no	Activity	Scheduled Dates and Time
1.	Publishing Date	
2.	Document Download/ Sale start Date	
3.	Seek clarification Start Date	
4.	Seek Clarification End Date	
5.	Bid Submission start date (technical & financial) on CPP portal	
6.	Bid Submission Closing date (technical & financial) on CPP portal	
7.	Opening of Technical Bids / Proposal(s) (online only) (Tentative)	
8.	Opening of Financial Bids of Technically qualified bidders (Tentative)	

Format for Consent Letter
Dispute Resolution Clause

To,

**The Chairman/CEO/Regional Manager,
AAI Cargo Logistics and Allied Services Company Ltd., (AAICLAS)**

**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 A through Award Letter AAICLAS dated _____.

2. Dispute related to _____ arose between us (contractor/agency) and AAI.

3. On _____ (date), dispute was referred to Mediation as per AAI/AAICLAS 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 AAICLAS and as per proviso to Section-12(5)
of the Arbitration & Conciliation Act, 1996, we hereby agree and request the
Chairman/CEO/Regional Manager, AAICLAS 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

*****LAST PAGE OF NIT*****