



एएआई कार्गो लॉजिस्टिक्स एंड अलाइड सर्विसेज कंपनी लिमिटेड

AAI CARGO LOGISTICS AND ALLIED SERVICES CO. LTD.

NICT, NSCBI AIRPORT, KOLKATA

Notice Inviting e-Tender (NIET) For

License for operation of Cafeteria cum Staff Canteen Facility at NICT (CITY SIDE)

**Integrated Air Cargo Complex, AAICLAS
NSCBI Airport, Kolkata**

Tender ID No: 2025_AAICL_241992_1

Tender Reference No.: AAICLAS/CCU/COMML/CANTEEN/2025

विषयसूची / TABLE OF CONTENTS

S. No.	Contents	Page No.
1.	Disclaimer	3-4
2.	Introduction to AAICLAS	5
3.	Notice Inviting E-Tender	5-10
4.	E-Tendering guidelines to the bidders	11-12
5.	General Information and Guidelines	13-20
6.	Annexure: A- Draft License Agreement Appendix: 1- General Terms & Conditions Appendix: 2- Special Terms & Conditions Appendix: 3- Schedule of Premises Appendix: 4- Concession Area Layout	21-26 27-32 33-35 36 37
	Annexure: B - Format for Power of Attorney	38-39
8.	Annexure: C - Format for Unconditional Acceptance Letter	40-42
9.	Annexure: D - Format for Details of Bidder	43
10.	Annexure: E - Format for Certificate from CA/ Statutory Auditor in respect of technical experience and financial criteria	44
11.	Annexure: F - Format for Letter of Understanding from Bidder	45
12.	Annexure: G - Declaration by Bidder	46
13.	Annexure: H - Format for Details of Near Relatives working at AAI/AAICLAS.	47
14.	Annexure: I - Format for Outstanding Dues Certificate	48
15.	Annexure: J - Format for Bank Guarantee Annexure: K1 - Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAICLAS. Annexure K2- Request Letter: Transmission of Bank Guarantee	49-50 51 52
16.	Annexure L- Dispute Resolution Mechanisms	53-54
17.	Annexure: M - Format for Beneficiary Details for EMD Refund	55
17.	Annexure: N – Check list for bidders	56-57
18.	Annexure : O - Registration details of the Firm & Undertaking	58

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 the 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender or arising in any way for participation in the bidding process.

The 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 Company Ltd.

NSCBI AIRPORT KOLKATA- 700052.

COMMERCIAL DIVISION

E-tenders are invited for award of Cafeteria cum Staff Canteen Facility at NICT, NSCBI Airport, Kolkata 700052.

INTRODUCTION TO AAICLAS

1. AAICLAS is the Cargo Terminal Operator in India providing Modernization, Air Cargo Operation and Management at Airports across India.
2. AAICLAS is desirous of participation of eligible entities in the subject e-tender for **Cafeteria cum Staff Canteen Facility at New Integrated Cargo Terminal (CITY SIDE)**, NSCBI Airport, Kolkata
3. AAICLAS under the Airports Authority of India. The main functions of AAICLAS include:
 - a. Design, development, operation and management of Cargo terminals at international and domestic airports.

NOTICE INVITING e-TENDER (NIET)

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

Name of Facility	Cost of Tender (in INR) Non Refundable	Earnest Money Deposit (EMD) (in INR)	Monthly Minimum Reserved License Fee (MRLF) (in INR)
Cafeteria cum Staff Canteen Facility at New Integrated Cargo Terminal (CITY SIDE),	Rs. 2,000/- (Rupees Two Thousand Only)	Rs. 50,000/- (Rupees Fifty Thousand only)	Rs. 46,719/- (Rupee Forty Six Thousand Seven Hundred and Nineteen Only) Applicable Taxes & charges extra.

NOTE:

- a. Offers below MRLF will not be considered for award.
- b. Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- c. License fees shall be the quoted fixed license fees. The quoted fixed license fees is subject to annual escalation as detailed in NIET.
- d. In addition to the Concession Fees, the selected bidder shall be liable to pay:
 - (i) All applicable Government Taxes including GST (presently at the rate of 18%) at the rates declared by Government of India or State Government from time to time.

- (ii) Charges for the consumption of the electricity and water 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 by AAICLAS from time to time.
2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying areas are located in Appendix 3 & 4 of Annexure 'A'.
 3. **Period of Concession:** Three (03) years from the date of commencement of operation or after completion of gestation period of 30 days from the date of issue of award letter, whichever is earlier.
 4. **Rate of Escalation:**
 - a. License Fees shall be subject to annual escalation of 10%. Every year.
 - b. The first annual escalation for License fees will be applicable after completion of **eighteen months** of license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. In case of extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).
 5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAICLAS at any stage for whatever reasons.
 6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAICLAS. Conditional tenders would be summarily rejected.
 7. Business Incubation Period shall mean a period of 30 days from the date of issuance of LOIA/LOA (Letter of Intent to Award / Letter of Award) to the selected bidder. The selected bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA/LOA.
 8. **Handing Over of Sites:**
 - a. Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation/gestation period.
 - b. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 31st day of issuance of LOIA/LOA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.
 - c. In case tender process has been completed and successful tenderer has been awarded LOIA/LOA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7th day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Regional Manager (AAICLAS) in consultation with concessionaire

can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

9. Gestation Period:

- a. Gestation period of 30 Days reckoned from the date of handing over of sites, or actual commencement of commercial operation (whichever is earlier), shall be permissible.
- 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 Capacity:

“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 including FSSAI license. 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 Capacity:

The Minimum gross turnover shall be 12 months of MRLF. The minimum gross turnover should be in any one of the last 7 years. The bidder should have positive net worth at the end of previous financial year.

Note:

- a. Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor.
- b. Unless otherwise specified, net worth of the bidder should be positive.
- c. In case of multiple businesses of bidder, the breakup of the turnover (certified by statutory auditor /chartered accountant) with the specific head as from the tendered facility should be submitted.
- d. Duly signed undertaking on the letter head of the bidder regarding overall as well as break-up of turnover should also be submitted.
- e. Certificate issued by Chartered Accountant/ Statutory auditor, with respect to net worth of the bidder, may be accepted for ascertaining positive net worth of the bidder.

f. The **UDIN** number should be invariably mentioned in **all CA certificates**.

11. Only one e-tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
12. Any party either a firm or an individual falling under the following categories is not eligible:
 - a. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc. 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 outstanding dues payable to the AAICLAS, then the said entity may not be allowed in AAICLAS tenders
 - e. If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director/ 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/AACLAS and has outstanding dues payable to the AAI/AAICLAS except the dues pertaining to the current quarter i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAICLAS tenders.

The disputed amounts which are referred for Mediation/ Arbitration by the Competent AAICLAS shall not be considered 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 arbitration shall be minimum 2 years from the date of Mediation / Arbitration and further renewable. In the event of specific Order/judgment from a Judicial Court / Arbitral Tribunal staying/ withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

- f. A declaration to the effect that the Tenderer does not fall under the categories a), b), c), d), and e) above has to 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 AAICLAS 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 affiliates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”

13. E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in
- a. The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in.
 - b. The bids shall not be accepted in any other form
 - c. The e-tendering process is online at NIC CPPP E-Tendering Portal at etenders.gov.in
 - d. 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.
 - e. Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
 - f. Cost of tender fees amounting to Rs. 2,000/- (Rupees Two Thousand only), shall be paid by the bidder before the scheduled time of e-tender submission through NEFT/RTGS to the below bank account of AAICLAS. No other mode of payment shall be acceptable
 - g. The amount of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) shall be paid by the tenderers before the scheduled time of e-tender submission through the NEFT/RTGS to the below bank account of AAICLAS. No other mode of payment shall be accepted.

The bank account details for payment of tender fee and EMD are as under:

Account Name	AAI Cargo Logistics & Allied Services Co Ltd
Account Type	Current
Account No.	37131046964
Bank Name	State Bank of India
Branch	Kolkata Airport Branch (003029)
IFSC Code	SBIN0003029
MICR code :	700002119
SWIFT Code	SBININBB490

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

15. Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
16. E-bids shall be submitted in two bid system as follows:-
 - i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information / guidelines of Notice Inviting e-Tender.
 - ii. Financial Bid – As required under clause 4 of general information/ guidelines of Notice Inviting e-Tender.

17. Critical Dates:

Sr. No.	Activity	Scheduled Dates and Time
1	Publishing date	25.07.2025 from 1800 Hrs.
2	Bid Document Download / Sale Start Date	25.07.2025 from 1800 Hrs.
3	Clarification Start Date	25.07.2025 from 1800 Hrs.
4	Clarification End Date	01.08.2025 upto 1700 Hrs.
5	Bid Submission Start Date	26.07.2025 from 1100 hrs.
6	Bid Submission End Date.	16.08.2025 up to 1500 Hrs.
7	Bid Opening Date (Technical)	18.08.2025 at 1300 hrs.
8	Bid Opening Date (Financial)	Will be intimated upon finalization of Technical Qualified bids.

(Note: All times are in Indian Standard Time (IST))

2. In case bidder withdraws from tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.
3. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
4. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party liable to be shall be debarred for participation in any tender at AAI/AAICLAS managed Airports in India for one year from the date of debarment.
5. AAICLAS reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
6. 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).
7. 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 AAICLAS is to be intimated to AAI.

REGIONAL MANAGER-ER (AAICLAS)
KOLKATA 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: cphp-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 (CPPP).

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

4. 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, Sh Raj Kumar Prasad, Asst. Gen. Manager (Cargo/ Commercial).**

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

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

GENERAL INFORMATION AND GUIDELINES

1. E-Tender Documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer: -
 - a. 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.500/- 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.
- d) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.
- e) Tender fee Rs. 2000/-.
- f) **The Bidders are required to furnish Earnest Money Deposit of Rs 50,000/- (Rupees Fifty Thousand Only).** The EMD shall be deposited in AAICLAS bank account details for EMD payment.

A copy of document indicating payment of EMD the payment gateway on CPP portal is to be uploaded in the Technical Bid. Non- payment of EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

Note: EMD 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 AAI employee or submit any documentary evidence of submission of EMD via Bank Transfer in the form of RTGS/NEFT to any AAI/AAICLAS employee during the process of the tender. In no scenario, the prospective bidders are required to submit/contact any AAI/AAICLAS employee for physical submission of any documents before opening of the bids. Tenders/bids without EMD shall not be considered.

Refund of EMD:

EMD of unsuccessful bidders received through online transfer mode shall be refunded online through the same mode only. The refund of EMD to bidders who

fail to qualify the eligibility/technical stage shall be initiated automatically by CPP portal.

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 and AAICLAS:**

The party should also enclose the no dues certificate issued by AAI/AAICLAS (Up to 31/05/2025), 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' is to be submitted.

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 AAICLAS, then the said entity shall not be allowed in AAI e-tenders. A declaration to this effect has to be submitted by the party / tenderer (Refer Annexure 'G').

iv. During the intervening period i.e. after the submission of tender and before finalization of award, if any amount is found as outstanding against the H-1 emerged bidder, the bidder shall clear such dues (undisputed ones) before award of the license. For this purpose, all the bidders shall submit an undertaking along with tenders, that in case the bidder emerges as H-1, it shall clear all such dues before the award of license. (Refer Annexure 'I').

- g) Form of unconditional acceptance duly signed (enclosed as Annexure 'C' along with tender documents).
- h) Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory AAICLAS 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 affiliates 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) The Minimum gross turnover shall be 12 months of MRLF. The minimum gross turnover should be in any one of the last 7 years and net worth to be submitted by the tenderer duly certified by Chartered Accountant/ Statutory Auditor.

- n) Duly signed undertaking on the letter head of the bidder regarding overall as well as breakup of the turnover.
- o) Certified details of net worth to be submitted by the tenderer duly certified by Chartered Accountant / Statutory Auditor.
- p) Letter of Undertaking by Bidder as per Annexure 'F'.
- q) Documents supporting eligibility criteria as per Clause 10 of NIET.
- r) Scanned copy of complete set of E-tender document containing 61 no. of pages (duly signed and stamped by the authorized person)
- s) Filled up checklist of documents (Refer Annexure 'N')
- t) Bank account details of the bidder with copy of cancelled check for refund of EMD.

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

Note:

One set of scanned copy of complete technical documentation comprising of documents as listed at clause 3 (a to t) above shall be uploaded in the technical bid.

4. Financial Bid

- a. The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer:-

I / We have carefully read and understood the terms and conditions of the license as contained in e-Tender Documents issued by the AAICLAS including the following:-

- i. 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.
- ii. 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 AAI/AAICLAS, **for a period of one (01) year.**
- iii. In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e-tender/ tender of AAICLAS, for a **period of three (03) years.**
- b. AAICLAS reserves itself the right to reject the conditional offer without assigning any reason thereto.
- c. The 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 AAICLAS'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 shall be liable to be debarred for further participation in AAI/AAICLAS's tender(s)/ e tender(s) **for a period of one (01) year**, on non-completion of the following:
- a. Acceptance of the offer within seven (07) days from the date of issuance of the award letter addressed to the party.
 - b. As per AAICLAS Commercial Instruction 02/2022 (Amendment of Credit Policy) Payment of advance license fee for one month within 10 days from the date of issuance of the award letter.
 - c. i) Payment of Security Deposit within 10 days from the date of issuance of award letter, amounting to 4 months equivalent Concession fee of the First (1st) year to AAICLAS as an interest free security Deposit. The SD to be furnished in the form of Bank Guarantee only to be issued by Scheduled Bank having a validity period of 180 days from the date of expiry of contract. However, Bank Guarantee from co-operative bank (even scheduled) or in the form of FDR is not acceptable.
ii) Security deposit in respect of electricity charges equivalent to 5% of annual license / Concession value for the last year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
AAICLAS has made arrangements for verifications of Bank Guarantee received by AAICLAS from Successful bidder through Structural Financial Messaging System (SFMS) of SBI Bank whose detail is as under: -

Account Name	AAI Cargo Logistics & Allied Services Co. Ltd.
Account Type	Current
Account No.	37131046964
Bank Name	State Bank of India
Branch	Kolkata Airport Branch (003029)
IFSC Code	SBIN0003029
MICR Code	700002119
SWIFT Code	SBININBB490

While submitting the documents to BG issuing Bank, the successful bidder will also submit letter to the issuing bank as per the format mentioned in the **Annexure-K2**.

While submitting the Original BG document, the successful bidder shall also submit the copy of the SFMS BG confirmation message sent by the BG issuing Bank to SBI Bank.

- d. Execution of the Agreement within 15 days from the date of issuance of award letter (on stamp paper of appropriate value, related costs to be borne by the licensee).
- e. Commencement of the facility within gestation period.

6. e - Tender(s) will remain valid for a period of 180 days from 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 AAI/AAICLAS for one year.
7. The tenderer(s) shall give the list of his near relatives employed in AAI/AAICLAS.
8. The successful bidder shall intimate the names of the persons employed by him or going to 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.

9. 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/LOA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI/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 NIET; or
 - ii. has made misleading or false representation in the forms, statements and attachments submitted; or
 - iii. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI/AAICLAS for the evaluation of the Proposal; or
 - iv. One or more of the eligibility criterion have not been met by the Applicant; or
 - v. The Applicant has made a material misrepresentation; or
 - vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - vii. The applicant or its affiliates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with AAICLAS or any PSU or Government Departments during the last 5 years;
- b. Then the LOIA/LOA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIET 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, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAICLAS tenders for any period not succeeding subject to minimum of three years, as the case may be without prejudice to any other right or remedy that may be available to AAICLAS in this regard.
- c. If such an event occurs after the issuance of LOIA/LOA 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 Performance Security 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, AAI/AAICLAS and/or their employees/representatives on matters relating to the Proposals under consideration.

10. Conflict of Interest:

- a. The bidder should ensure that they are not falling into any conflict of interest. The bidder shall be disqualified, if there, is a conflict of interest on its part. In such an event, AAI/AAICLAS shall forfeit and appropriate EMD, and **debar the bidder from participating in future AAI/AAICLAS tenders for a period not less than three (03) years.**
- b. The bidder shall be deemed to have a conflict of interest affecting bidding process, if:-
- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder; its Member or any Associate 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 Associate thereof (or any shareholder hereof having a shareholding of more than twenty(20) per cent of the paid up and subscribed share capital of Such Bidder, Member or Associate, as the case may be), in the other Bidder, its Member or Associate is less than twenty(20) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, Insurance company, pension fund , AAI/AAICLAS or a public financial institution referred to in the Companies Act, 1956/2013 or as amended from time to time. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. A constituent of Such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any Such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Member or any Associate thereof; or
- iv. Such Bidder has the same legal representative for purposes of the Proposal as any other Bidder; or
- v. Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other information about, or to influence the Proposal of either or each other; or

- vi. Such Bidder or any Associate thereof has participated as a consultant to AAI/AAICLA in the preparation of any documents, design or technical specifications of the Concession.
- vii. In case of an applicant having legal relationship with any other applicant.

11. Exit Clause, Mediation, 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 AAICLAS 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:

If the party or AAI/AAICLAS has invoked the Mediation (to be read along with Annexure-L) clause and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice period. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAICLAS the values of license fee equal to the amount of current license fee for the four (04) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

c. Termination for Convenience:

Either party, AAI/AAICLAS on one part or the contractor on the other part 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 AAICLAS. Similarly, the notice given by the party should be approved by the acceptance AAICLAS. 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 50% of the license period or the party has not served the requisite notice of 30 days, for surrender of license/concession after completion of 50% license period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S. no.	If termination of concession / license occurs	Security deposit equivalent to current License fee / MMG to be forfeited (in months)
1	Before 50% of contract period	4
2	Between 50% to 75%	3
3	Between 75% to 100%	2

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.
 - e. **All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET)**
 - f. **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.**
 - g. **AAICLAS reserves right to reject any or all E-Tender(s) in part or in full without assigning any reason.**
12. All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).
13. 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. AAI reserves right to reject any or all e-tender(s) in part or in full without assigning any reason.
- *Note: “By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws”.
14. The Contractor shall fulfill the following requirements which are mandatory for obtaining Cargo Entry Permits (CEPs) prior to the commencement of operations at NICT building N.S.C.B.I. KOLKATA:
- i. The successful tenderer shall be required to submit Security Programme (as per Format A& A1 available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) to the RDCOS office through NSCBI Airport, Kolkata for issuance of Security Clearance / approval, for operating the facility in Security Hold Area, within 10 days from receipt of the award letter. The successful bidder also has to submit Security Programme online through e-sahaj portal (<https://esahaj.gov.in>) and a copy of the online receipt of the application has to be forwarded to office of RDCOS through AAICLAS along with the aforesaid documents in hardcopy.
 - ii. The Contractor shall obtain the approval of Entity’s Security Programme from BCAS.
 - iii. The Contractor shall undertake Police Background Checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Police Commissioner in respect of their employees (PVC obtained by the individual prior to the employment is not valid). Background checks shall be conducted at all the places of the applicant’s residence in the previous one year and of his criminal history, if any. A valid Indian Passport issued in the previous 05 years shall be considered in lieu of background check, provided there is no change in the residential address.
 - iv. After obtaining Police Verification Certificate, the Contractor shall ensure that their employees shall attend one-day AVSEC Awareness Training arranged by the airport operator.

Draft License Agreement

**Photo of the
licensee**

SUBJECT: Grant of License for Cafeteria cum Staff canteen at NICT (City Side) NSCBI Airport, Kolkata

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

The AAICLAS, a body corporate constituted by the Central Government under the Airports (Act 55 of 1994) and having its corporate office at New Delhi and branch office at _____ Airport, represented by _____ Regional Manager(AAICLAS), _____ NICT building Airport, _____, hereinafter called the „AAICLAS” (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Regional Manager (AAICLAS), officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART; and _____, a Proprietorship Firm/ Partnership Firm/ LLP/ Company incorporated under the Company Act 2013, represented by _____ and having its registered office at _____ (hereinafter called the “Concessionaire/Licensee” (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the AAICLAS is entitled in ‘Law’ to grant license at its _____ Airport for the purpose of _____ so as to provide amenities and facilities to the passengers and visitors at _____ airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to the 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 _____ 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 unsatisfactory performance.

- c. Termination on expiry of the specified time period allotted for unresolved Mediation (to be read along with Annexure-M).
2. That in consideration, Licensee shall pay the AAICLAS every month in advance by way of license fee on or before 10th day of English calendar month as under:

Year	Amount of Monthly License Fee
1 st Year	_____ + GST applicable on time
2 nd Year	_____ + GST applicable on time
3 rd Year	_____ + GST applicable on time

Rate of Escalation:

- a. License Fees shall be subject to annual escalation of 10%.
 - b. The first annual escalation for License fees will be applicable after completion of eighteen month of license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. In case of extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).
3. All bills for the current month shall be raised on 1st day of month in advance, except true-up and reimbursement of expenditure bills like electricity and water, etc.

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

A credit period of 10 days from the date of raising of invoice (date of invoice plus 10 days) shall be provided. AAICLAS shall levy penal interest @12% per annum from the due date (i.e date of invoice plus 10 days) till the actual date of payment received in AAICLAS account in the cases concessionaire/agencies settled the invoices after due date but within 90 days (date of invoice plus 90 days) and 18% per annum from the due date till the actual date of payment received in AAICLAS account in the case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.
4. 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 water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
5. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
6. That the Licensee shall make payment of license fee etc. either by cheque /demand drafts

drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.

7. That the licensee shall deposit a sum of Rs. _____/- (Rs. _____ only) i.e. an amount equal to three (03) months of license (based on first (1st) year license fee) fee as Security Deposit in the form of RTGS/ NEFT/ Bank Guarantee from a Nationalized/Scheduled Bank only (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Regional Manager (AAICLAS), AAICLAS, Kolkata Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. 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.
8. That the Licensee shall also be liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual license/concession value
For the last year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover Security Deposit towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
9. 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.
10. 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, 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the AAICLAS and the staff of various Airlines using the Airport and for no other purpose.
17. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the AAICLAS.
18. The licensee must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI/AAICLAS for minimum period of 01 (one) year.
19. That in case if at any stage during the currency of the agreement, AAICLAS finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAICLAS shall be forfeited and the licensee shall be debarred for three years for participation in AAI/AAICLAS tender. 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 AAICLAS of the land.
20. The Licensee shall not terminate the license before the expiry of the period of the license except by giving thirty (30) 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 thirty (30) days' notice in writing without assigning any reason thereto.

21. 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 AAICLAS 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:-

If the party or AAICLAS has invoked the internal dispute resolution mechanism (to be read along with Annexure- M) clause and the same remains unresolved after the

specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay AAICLAS the value of license fee equal to the amount of current license fee for the four (04) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

C. Termination for convenience: -

Either party, AAICLAS on one part or the contractor on the other part 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 AAICLAS. Similarly, the notice given by the party should be approved by the acceptance AAICLAS. 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 50% of the license period or the party has not served the requisite notice of 60 days, for surrender of license/concession after completion of 50% license period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S. no.	If termination of concession / license occurs	Security deposit equivalent to current License fee / MMG to be forfeited (in months)
1	Before 50% of contract period	4
2	Between 50% to 75%	3
3	Between 75% to 100%	2

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. 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 deemed to be closed from the date of such enactment.

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.

22. No compensation is payable by AAICLAS. Exponential penalty on licensees @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.
23. 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.

24. Acceptance of award letter and NIET conditions shall form part and parcel of the license agreement.
25. The AAICLAS and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in Appendix '1, 2, 3 & 4' respectively annexed hereto.

Signature:

Signed by _____ Airport Director, Airports AAICLAS of India,
_____ Airport, for and on behalf of The Airports AAICLAS of India, in
the presence of:

Witness:

1. _____

2. _____

Signature:

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

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 (AAICLAS) 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 (AAICLAS), 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 AAI/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 is not maintained in reasonably clean condition by the Licensee, Regional Manager (AAICLAS) shall have powers to get the premises cleaned at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs.500/- per day for each default up to 7 days & thereafter Rs. 1000/- per day and can take other actions including termination of the license.

In above, the following penalties shall be applicable addition to the:

Sl. no.	Offence/Violation	Penalty (INR)
1	Smoking in public area except where designated smoking chambers or areas are established.	300/-
2	Spitting in airport premises	300/-
3	Misuse of trolley	300/-
4	Unauthorized entry into terminal building or operational area	500/-
5	Dumping garbage in operational area	400/-
6	Damage, display, deface or alter any building structure or other property of AAI whether movable or immovable. Besides penalty, action may be taken to recover the loss from the Defaulter or his/her organization.	500/-
7	Photography and film shooting/videography at Cargo Premises without permission	500/-
8	Single Use Plastic is banned in Airport/Cargo Premises. If single use plastic is found in outlets/locations then penalty of Rs. 1000/- will be levied on the agency.	1000/-
OR as amended by AAICLAS from time to time		

- (9) The Licensee shall comply with the requirements of all standard health clauses including those given below :
- The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Licensee.
 - All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - 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.
 - 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 servants as shall have good character and as well behaved and skilful in their business. He shall furnish the AAICLAS in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the AAICLAS shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the 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 shop / office premises shall be as per the specification given by AAI/AAICLAS and to be got approved by AAI/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 the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the 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 license.
- (14) (a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
- (b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in

the terminal/licensed premises.

- (c) The Licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by 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 license 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 AAICLAS whichever is lower or controlled price in case such case controlled price has been fixed by any AAICLAS 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 he/she 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 (AAICLAS) or his authorized representative.
- (21) If because of any strike or lock-out in the Airport or in any airline, the Licensee is unable to function or his business is affected, the AAICLAS shall not be liable for any loss which the Licensee may suffer in such an event. However, rebate in the license fee due to ban on

visitor entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI/AAICLAS from time to time.

- (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 (AAICLAS) Demands and permit the AAICLAS to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- (24) The 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 license or modification thereof such negotiations should be sought by the Licensee alone and no collective representation / bargaining will be entertained.
- (25) On expiry of the license period or on termination of the license by the Airport 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 off the goods / materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.

After the contract expires, the concessionaire shall stop business and shall be given a maximum of 07 days to vacate the premises (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the Licensee. If the agency fails to vacate the premises within 07 days of expiry of contract, twice of normal notified space rent of that area shall be charged from date of expiry to the date of vacation.

If the agency fails to vacate even after 15 days, the agency 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 SD along with outstanding dues if any. Taking over document has to be signed after clearance of premises by the concessionaire.

- (26) The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the Licensee but shall be construed to be only as a license in terms and conditions herein contained.
- (27) The AAICLAS, its servants and agents shall at all times have the absolute right of entry in to the said premises.
- (28) The provision of the Airports AAICLAS 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) All disputes and differences arising out of or in any way touching or concerning this

Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ APD,AAI or Regional Manager of the AAICLAS. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the AAICLAS and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute Resolution Committee, the Licensee will have to first deposit 50% of the disputed amount (in the form of BG (additional bank guarantee with validity of minimum two years from the date of making reference to DRC, and further extendable) / DD/ PO/ RTGS/ NEFT) with AAI and the consent shall be given by the Licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman/ Member/ APD, AAI or Regional Manager of the AAICLAS, subject to the condition that the Licensee shall have to deposit 50% of the disputed amount (in the form of BG (additional bank guarantee with validity of minimum two years from the date of making reference, and further extendable) / DD/ PO/ RTGS/ NEFT) with AAICLAS as condition precedent before making reference to the Arbitration for adjudication of dispute.

During the arbitral and Dispute resolution proceedings, the Licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements.

- (30) It would be the responsibility of the Licensee to obtain all necessary security clearance from BCAS/ any other regulatory agency as required.
- (31) Display of name and logo of the agency operating staff canteen may be permissible on the front elevation. The maximum size of sign board should not exit the maximum facia or 12 Sq feet.
- (32) The licensee for staff canteen shall not erect or display any advertisement, hoarding, banners at the allotted space or any place in the Airport premises other than indicated in point 31 above.
- (33) Any other form of advertisement by the agency like advertisement on disposal cups, plates, packing boxes, tissue papers, etc. may not be permitted.
- (34) The staff canteen licensee may ensure that provisions for digital mode of payment are made available at all the time in the facility.
- (35) 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/vacate the space with immediate effect and with no claim towards AAICLAS.
- (36) In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.

(SIGNATURE OF LICENSEE)

SPECIAL TERMS & CONDITIONS

- I. *THE LICENCEE shall sell only as per the rates approved by the committee formed by RM.*
 II. The charges towards consumptions of Electricity and Water shall be borne by the Licensee on actuals. *(subject to revision from time to time)*

Electricity per unit consumption rate: As per commercial charges to concessionaire.

Water charges per month: Rs 1000.00

- III. The agency may be permitted to introduce new items in the following menu list during the contract period. The rates of such new items may be decided by the AAICLAS committee. The menu list will be as follows:

SL No.	ITEM	QUANTITY	RATES TO BE CHARGED FOR AAI/AAICLAS/ CISF/XEAM STAFF STAFF(Rs.)
1.	Tea	80ml	6/-
2	Coffee Per cup	80 ml	10/-
3	Samosa & Chutney (Standard Size)	1 Nos	8/-
4	Khasta Kachori & Chutney	1 Nos	8/-
5	Puri (4 nos) +Chola/Sabji	1 plate	20/-
6	Bread (Branded) with Butter (Amul/Mother Dairy)(Grill/Toast)	02 Slices	20/-
7	Paratha(Atta) with Sabji/Chola and curd/pickle	01 Pcs	15/-
8	Cutlet(Veg) with Sauce	01 Pcs	10/-
9	Bread Pakora	1 Nos	10/-
10	Pakora(Onion/Mix Veg)	100 gm	15/-
11	Channa Dal Vada/Aloo Bonde/Aloo Tikki/Piyaji (All with Chutney)	1 Nos	10/-
12	Sambar Vada with coconut Chutney	02 Pcs	20/-
13	Idli Sambar with coconut Chutney	02 Pcs	20/-
14	Dahi Vada with Chutney	02 Pcs	30/-
15	Masala Dosa with Sambar & Chutney	1 plate	35/-
16	Plain Dosa with Sambar & Chutney	1 plate	25/-
17	Upma with coconut Chutney	1 plate	20/-
18	Chhole + Bhature (02 Pcs)	1 plate	40/-
19	Plain Dal	75 gm	20/-
20	Dal Fry	100 gm	25/-
21	Vegetable Sabji (Seasonal)/Mix Veg/Dry	200 gm	30/-
22	Panner Sabji	100 gm	25/-
23	Raita(Boondi/Veg)	100 gm	15/-
24	Tawa Roti(Atta)	01 Pc	05/-
25	Steam Rice(Basmati)	150 gm	25/-

26	Jeera Rice	150 gm	30/-
27	Veg Fried Rice/Veg Pulao	200 gm	40/-
28	Veg Chowmein(200 gm)/ Egg Chowmein/ Chicken Chowmein	1 Plate	30/-(Veg) 35/-(Egg) 50/-(Chicken)
29	<u>Veg Thali</u> Tawa Roti-2pcs, Rice(100gm Basmati), Dal(75gm), Subji(100gm), Sweet(01 pc), Salad, Papad & Pickle	1 Plate	50/-
31.	<u>Chicken Thali</u> Tawa Roti-2pcs, Rice(100gm Basmati), Dal(75gm), Chicken-2 pc s/size, Salad, Papad & Pickle	1 plate	80/-
32	<u>Fish Thali</u> Tawa Roti-2pcs, Rice(100gm Basmati), Dal(75gm), Fish-01pc 75gm, Salad, Papad & Pickle	1 plate	70/-
33	<u>Egg Thali</u> Tawa Roti-2pcs, Rice(100gm Basmati), Dal(75gm), Egg-1 pc, Salad, Papad & Pickle	1 Plate	60/-
34	<u>Mutton Thali</u> Tawa Roti-2pcs, Rice(100gm Basmati), Dal(75gm), Mutton-2 pc s/size, Salad, Papad & Pickle	1 plate	150/-
35	Rasgullah/Gulab Jamun	01 pc	10/-
36	Boondi Ladoo/Basan Ladoo	01 pc	10/-
37	Rasmalai	01 Pc	20/-

Items on MRP

1	Cold Drinks, Packaged Water etc.	Per Packet	10% discount MRP
2	Mishti Dahi	Per Packet	10% discount MRP
3	Khatta Dahi	Per Packet	10% discount MRP
4	Chips, Biscuits, Cakes, Ice- Cream etc.	Per Packet	10% discount MRP

* The rate for other users viz Airline Staff, GHA staff, etc shall be fixed reasonably as decided by the committee. But not higher than MRP, wherever applicable.

IV. AAI/AAICLAS regular/ contractual and employees of outsourced agencies working for AAICLAS at Air Cargo Terminal, Kolkata, Customs Employees, Security Agencies including visiting CISF officials will be considered for subsidized rates in the cafeteria cum staff canteen.

V. A provision for revision in rates of items during the contract period every year may be done in consultation with the agency considering the inflation and other market conditions by a duly constituted local level committee.

VI. A duly constituted Committee (comprising of Commercial, Finance and Cargo Operations) shall regularly check on quality/ quantity/ price of the food items on a fortnightly basis. In addition, the committee should carry out surprise inspections on random basis to check, verify and confirm the implementation of various clauses of the agreement by the agency.

VII. Maintenance of the premises shall be the sole responsibility of the Licensee.

- VIII. It should be clearly indicated that the agency should use only standard/ AGMARK / FSSAI quality ingredients for preparation of items.
- IX. Agency shall comply all the rules with the regulations of Govt. of India and AAI/AAICLAS and Govt. Labour laws like **Minimum wages, EPF, ESIC, taxes etc.** of our employees working under this contract. I shall take care of labour regulations and will follow all the guidelines prescribed by concerned authorities i.e. Regional Labour Commissioner/ Central Advisory Contract Labour Board etc. into force from time to time. In this regard undertaking may also be submitted in Annexure – O.
- X. 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 of rate list, non- maintenance of cleanliness, sale of packaged products beyond MRP etc.
- XI. The licensee should submit attested copies of all the necessary licenses obtained for operating the catering services like FSSAI, etc.
- XII. Display of name and logo of the agency operating staff canteen is permissible on the front elevation. The maximum size of signboard should not exceed the maximum facia of 12 sqft. The signboard should contain the full name and logo of AAICLAS in a more prominent way than that of the agency.
- XI. The licensee for staff canteen shall not erect or display any advertisement, hoarding, and banners at the allotted space or at any place in the airport premises other than indicated in XII above.
- XII. Any other form of advertisement by the agency like advt. on disposable cups, plates, packing boxes, tissue papers, etc. may not be permitted. However the logo of AAICLAS to be printed on outside disposable cups, packing cups etc. where possible- the cost of such consumables, with printing of AAICLAS logo to be borne by the licensee.
- XIII. The staff canteen licensee may ensure that provisions for digital mode of payment are made available at all the time in the facility.
- XIV. 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 Commercial Dte., the licensee may have to relocate/vacate the space with immediate effect and with no claims towards AAICLAS.
- XV. AAI/AAICLAS will have the option to avail the services from outside agencies for official gatherings and meetings etc. as per the requirement.
- XVI. Licensee shall not use kitchen to supply food outside.
- XVII. All the infrastructure for canteen such as furniture, bulbs/tube lights/fans/water cooler, table & chair shall be arranged by the licensee.
- XVIII. No Alcoholic Beverages shall be served. Tobacco products shall not be sold. Smoking is strictly prohibited.
- XIX. The licensee has the right to sell his items by carrying them in his own trolley with display of agency name by staff in uniform in the office premises/truck dock of import and export during office hours only. They are not having any right to enter into the Cargo operational area.”**
- XX. 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.

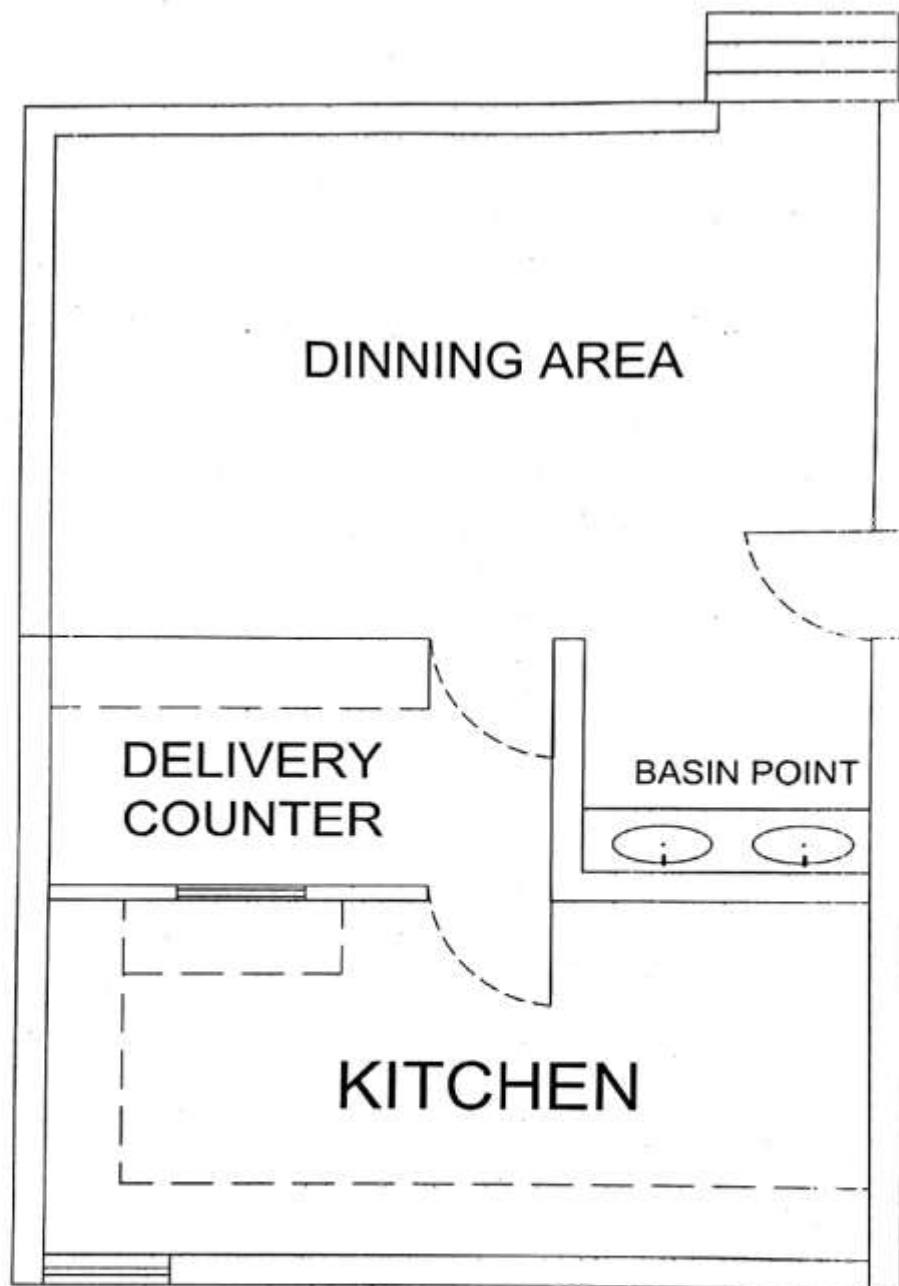
The above Special Terms & Condition shall form part of the Agreement.

SCHEDULE OF PREMISES

Area Admeasuring: Total 61.92 SQM

**Location details : Cafeteria cum Staff canteen near main entry gate, International
Air Cargo Terminal, NSCBI Airport, Kolkata.**

SIGNATURE OF THE LICENSEE



NICT CITY SIDE CANTEEN

(TOTAL CANTEEN AREA = $9.72 \times 6.36 = 61.92$ SQM)

Soumen Mall
Soumen Mall
 Deputy General Manager (Er)
 AAJCL
 Airport, Koi-e

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

..... agedyears and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for pre-qualification and submission of our Bid for the[NAME OF LICENSE] facility at.....Airport, , India (the “Concession”) proposed by 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 AAI/AAICLAS, representing us in all matters before the AAI/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 AAI/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 AAI/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 OF2.....

For

(Signature, name, designation and address)

Witness:

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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ACCEPTANCE LETTER
(To be submitted in applicant letter head)

To,
Regional Manager-ER,
AAICLAS, NSCBI Airport,
Kolkata- 700052

Subject: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for the **“License for operation of Cafeteria cum Staff Canteen Facility at NICT (CITY SIDE)”** at NSCBI Airport, Kolkata have been provided to me/us by AAICLAS 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's tender documents in its entirety for the above facility.
4. The contents of Clause 14 (5) and 14 (6) of Notice inviting Tender of the Tender Documents have been noted wherein it is clarified that AAICLAS reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I/We shall make available to 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 the General Information and Guidelines** of the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with 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 **Clauses Clause 9 of the General Information and Guidelines** of the Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

d. I/ We do not have any conflict of interest in accordance with **Clause 10 of the General Information and Guidelines** of the Tender Document.

10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.

11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by 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. 2,000/- (Rupees. Two Thousand Only) to AAICLAS in accordance with the Tender Document. The copy of payment receipt 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 receipt is attached.

15. I /We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.
16. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated thisDay of....., 2025.

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

Details of Bidder

1.	Details of Bidder/Lead Member	
(a)	Name:	
(b)	Country of Incorporation:	
(c)	Address of the corporate headquarters and its branch office(s), if any, in India:	
(d)	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 Authorised 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 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.

S.No.	Location	Date of commencement of Business

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

S.no.	Financial Year	Turnover (in INR Lakh)
Total		Rs _____ Lakh

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

Signature

Name & Membership No of Chartered Accountant/Statutory

Auditor Seal of the audit firm:

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) _____

DECLARATION BY BIDDER

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 AAICLAS:

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (disputed & Undisputed)
			From	To		
1.						
2.						

(In case of no contracts in AAI /AAICLAS controlled Airports, indicate NIL)

2. 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).
3. 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, submit all the details).
4. 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).
5. 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).
6. I/We do not have any conflict of interest as detailed in clause 10 of general terms and conditions of tender document.
7. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory AAICLAS 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 affiliates or against any of the Directors/Managers/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal
Page 46 of 58

ANNEXURE: H

LIST OF NEAR RELATIVES EMPLOYED IN AAI/AAICLAS

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

SIGNATURE OF TENDERER

NB

- :
1. In case of NIL report, Performa must 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.

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

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:
7. Amount of Outstanding Dues upto mm/dd/20 (Disputed and undisputed 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

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

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 AAICLAS, the Licensor (hereinafter called "the AAICLAS") of the one part and _____ (hereinafter referred to as "the Licensee") of the other part, the AAICLAS has granted to the Licensee the license _____ for operating the _____ (complete name and place of work) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and 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 Royalty and other outstanding dues/ charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the 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 the sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees/USD.....) 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 AAI/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.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by AAICLAS.

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 AAI/AAICLAS in relation to any other agreement, at any AAI/AAICLAS airport/airport premises.

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

NOTWITHSTANDING anything contained herein:

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

For Bank Name

Dated:

Place:

Witness:

For Successful bidder only

(Letter of understanding 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 favour of AAICLAS A/c N0.....

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 AAICLAS 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 AAICLAS.

Signature of the Depositor

Place:

Date:

For Successful Bidder only

Request Letter: Transmission of Bank Guarantee Cover Message (to be submitted by applicant to BG issuing Bank)

Date:

The Branch Manager,

..... (Bank),

..... (Branch)

Sub: Inclusion of Unique Identifier Code of AAICLAS while transmitting BG cover messages where beneficiary bank is SBI Bank A/C No- 37131046964 (IFSC – SBIN0003029).

Dear Sir / Ma'am,

I / We, request you to include unique identifier in field ----- of the SFMS cover messages ----- (for BG issuance) and ----- (for BG amendment) while transmitting the same to the beneficiary bank (SBI Bank, –A/C No- 37131046964 IFSC- SBIN0003029).

Thanking you,

(Vendor / Customer / Concessionaire)

Place:

Date:

Dispute Resolution Mechanisms

1) Dispute Resolution Mechanisms

All disputes or differences 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) thereof shall be dealt with as provided hereinafter:

(i) 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/AAICLAS Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties. 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 sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

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.

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

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

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, RM(ER), and AAICLAS after obtaining consent of the other party, as per format annexed at Appendix-M1.

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.

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

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.

(iii) The venue of such arbitration shall be and the language of arbitration proceedings shall be English.

(iv) The Arbitrator shall make an award (the “Award”) for each dispute and /or claim and shall give reasons for the Award. Any award made in any arbitration held pursuant to this Annexure be final and binding on the parties. For avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

(v) The Concessionaire and the AAICLAS agree that an Award may be enforced against the Concessionaire and /or the AAICLAS, as the case may be, and their respective assets wherever situated.

(vi) This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. For the avoidance of doubt, the Concessionaire hereto agree that the Concessionaire shall pay to the AAICLAS, the Concession Fee, the Space Rent, Common Area Maintenance Charges, Utility Charges and Taxes and any other payments that may become due and payable, pending the Award in any arbitration proceedings hereunder.

2) Adjudication by Regulatory AAICLAS or Commission

In the event of constitution of a statutory Regulatory AAICLAS or Commission with powers to adjudicate upon disputes between the Concessionaire and the AAICLAS, all disputes arising after such constitution shall, instead of reference to adjudication under this Clause 1 (ii), be adjudicated upon by such Regulatory AAICLAS or Commission in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

Note:

Dispute resolution mechanisms laid down in this Annexure is subject to revision of policy by CHQ, AAI/AAICLAS. Dispute resolution mechanism(s) reflected in License Agreement shall be deemed as final.

Format Consent Letter

Dispute Resolution Clause – Para 1 ii (b)

To,

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

SUB: Request for appointment of arbitrator under Clause _____ of the
_____ agreement dated _____ for _____

Sir/Madam,

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

Thanking you,

(_____)

Authorized signatory of

Encl: As above

ANNEXURE: M

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

BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER

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	
4.	Address of the Bank	
5.	Bank Account No.	
6.	Type of the Bank Account	
7.	MICR Code of the Bank	
8.	IFSC Code of the Bank	

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

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

Place:

Date:|

CHECKLIST FOR BIDDER

Documents to be submitted along with the Tender	Serial No.	List of Documents	Submission Mandatory (M) / Optional (O)	Whether submitted (YES/NO)	If submitted, page nos.
	1	1) Self-attested copies of Memorandum and Articles of Association in case of a Company as per Companies Act. 2) Self-attested copies of Partnership Deed in case of firms. 3) Self-attested copies of Approved by-laws in case of co-operative Societies.	M		
	2	• Self-attested copies of PAN card and GST registration / declaration (refer clause 3 of General Information & Guidelines)	M		
	3	Proof of EMD submission	M		
	4	Proof of Tender Fee submission	M		
	5	Certificate from CA/Statutory Auditor in respect of technical capacity/experience and financial qualification as per Annexure 'E'	M		
	6	Copies of (duly audited and certified by a CA) Profit and Loss Account/ Balance Sheet of the sole proprietor concern or a partnership firm, Annual report in case of company as per the Company act.	M		
	7	Notarized and stamped undertaking mentioning overall turnover as well as breakup of turnover (Refer clause 10 (d) of NIET).	M		
	8	Power of Attorney as per Annexure 'B'	M		
	9	Form of unconditional acceptance as per Annexure 'C'	M		
	10	Self-Declaration as per Annexure 'D'	M		

	11	Letter of Undertaking as per Annexure 'F'	M		
	12	Declaration as per Annexure 'G'	M		
	13	Declaration of details of Near Relatives working at A.A.I. /AAICLAS as per Annexure 'H'	M		
	14	Outstanding dues certificate as per Annexure 'I'	M		
	15	Documentary proof as per eligibility criteria mentioned at clause 10(a) of the NIET	M		

Documents to be submitted by the successful bidder (after Letter of Award/Letter of Intent to Award is issued)	S.No.	List of Documents
	1	Acceptance of Award
	2	Performance Security Deposit (Bank Guarantee as per Annexure 'J')
	3	Proof of payment of Security Deposit towards Electricity Charges / utilities.
	4	Letter of undertaking as per Annexure 'F'
	5	Execution of License Agreement on stamp paper.
	6	Proof of payment of Advance license fee
	7	Registration details of the firm & Undertaking Annex- O

Registration details of the Firm & Undertaking

1. Name of the Service Provider/Agency :
2. Address with Tel. No. Fax No., E-mail :
3. Contact Person's Name :
4. EPF Registration Details :
5. ESI Registration Details :
6. Labour License Reg. No. :
7. PAN details :
8. GST Registration Details :
9. Firm Registration Details :

Declaration

I/We hereby certify that, I shall comply all the rules with the regulations of Govt. Of India and AAI/AAICLAS and Govt. Labour laws like minimum wages, EFP, ESIC, taxes etc. of our employees working under this contract. I shall take care of labour regulations and will follow all the guidelines prescribed by concerned authorities i.e. Regional Labour Commissioner/Central Advisory Contract Lab our Board etc. into force from time to time.

(Signature of authorized signatory)

:

[Validate](#)[Print](#)[Help](#)

Item Rate BoQ

Tender Inviting Authority: Regional Manager-ER, AAI Cargo Logistics & Allied Services Co. Ltd., NSCBI Airport, Kolkata.

Name of Work: License for operation of Cafeteria cum staff canteen at AAICLAS, NICT, NSCBI Airport, Kolkata.

Tender ID No: 2025_AAICL_241992_1

Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Minimum Reserve License Fee (MRLF) per Month. Applicable Taxes & charges extra. Rs. P	BASIC LICENSE FEE per month for first year excluding GST and other charges In Figures To be entered by the Bidder. Amount to be quoted by the bidder should be more than MRLF Rs. P	TOTAL LICENSE FEE Per Month for first year excluding GST & other charges in Rs. P	TOTAL LICENSE FEE Per Month for first year excluding GST & other charges In Words
1	License for operation of Cafeteria cum staff canteen at NICT, NSCBI Airport, Kolkata. Note- Please read carefully all the terms and conditions of the NIT before quoting of rate.	46719.00		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			