



SHAHEED BHAGAT SINGH INTERNATIONAL AIRPORT CHANDIGARH

Registered Office: Room No.1, Project Office Building, Chandigarh Airport,
Chandigarh -160003

CIN No. - U63013CH2010GOI031999

GST No. - 03AADCC8570B1Z2

NOTICE INVITING TENDER (NIT)
for
**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING (SITC) AND MANAGEMENT OF
CONCESSIONAIRE SALES TRACKING SYSTEM FOR VARIOUS
COMMERCIAL FACILITIES**
AT
SBS INTERNATIONAL AIRPORT, CHANDIGARH

TENDER ID: 2024_AAI_220135 _1

December 2024

TABLE OF CONTENTS

S. No.	Content Description	Page No.
	Disclaimer	3
	E-Tendering Guidelines to the Bidders	4-6
1.	Introduction	7-8
2.	Objective	8
3.	Scope of Work	8
4.	Periodicity	9
5.	Estimated Cost of Work	9-10
6.	Eligibility Criteria	10-12
7.	Tender Processing Fee and EMD	12
8.	Performance Security	12
9.	Bidding Process	12-14
10.	Technical Bids	14-15
11.	Financial Bids	15-16
12.	Evaluation/Selection Methodology	16
13.	Award of Work	16-18
14.	Non-Disclosure Agreement	18
15.	Fraud and Corrupt Practices	18-19
16.	Settlement of Dues	19
17.	Conflict of Interest	19-21
18.	Liquidated Damages	21-22
19.	Penalty for Deficiency in Services	22
20.	Bidder's Responsibilities	22-23
21.	Integrity Pact	23
	Appendix 1: Draft Contract Agreement	24-69
	Appendix 2: Format for Performance Bank Guarantee	70-72
	Appendix 3: Format for Power of Attorney	73-74
	Appendix 4: Acceptance Letter	75-77
	Appendix 5: Particulars of the Bidder	78
	Appendix 6: Format for Self-Declaration	79
	Appendix 7: Turnover and Experience Certificate	80-81
	Appendix 8: Bank Details of the Bidder	82
	Appendix 9: Format of Integrity Pact (if applicable)	83-91
	Appendix 10: Request Letter: Transmission of Bank Guarantee Cover Message	92
	Appendix 11: Details of Systems/ Software used by CHIAL Concessionaires	93

DISCLAIMER

The information contained in this Notice Inviting Tender ("NIT") or subsequent provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the SITC and Management of Concessionaire Sales Tracking System. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This NIT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers 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 be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness or the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

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

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

The issue of this NIT does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the subject work and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

E-TENDERING GUIDELINES TO THE BIDDERS

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal.

E-Tendering Participation Requirements: Interested vendors willing to participate through e-tendering process are required to register themselves on the portal <https://etenders.gov.in> following the process given below:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrolment”** on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

CPPP under GePNIC, Help Desk Services

1. **For any technical related queries, please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787.**

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

Tel : 0120-4001002, 0120-4001005, 0120-6277787

E-Mail : support-eproc@nic.in

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

Sr. No.	Support Persons	Escalation Matrix	E-mail address	Contact Numbers	Timings*
1.	Help Desk Team	Instant support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 hrs. (Mon - Sat)
2.	Sh. Sanjeev Kumar, Senior Manager (IT)	After 4 hours of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 hrs. (Mon-Fri)
3.	Sh. Dharmendra Kumar, Jt. GM (IT)	After 12 hours	dkumar@aai.aero	011-24632950, Ext-3527	0930-1800 hrs. (Mon-Fri)
4.	General Manager (IT)	After 3 days	gmitchq@aai.aero	011-24657900	0930-1800 hrs. (Mon-Fri)
5.	Commercial In-charge	After 3 days	hodcommercial@chial.org	0172-2242147	0930-1800 hrs. (Mon-Fri)

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

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

CHANDIGARH INTERNATIONAL AIRPORT LIMITED

COMMERCIAL DEPARTMENT

E-Tenders are invited for Supply, Installation, Testing and Commissioning (SITC) and Management of Concessionaire Sales Tracking System for various Commercial Facilities at SBS International Airport, Chandigarh

1. INTRODUCTION

Chandigarh International Airport Limited (CHIAL), a joint venture company floated by Government of India (Airports Authority of India - AAI), Punjab Government (Greater Mohali Area Development Authority - GMADA) and Haryana Government (Haryana Shehri Vikas Pradhikaran - HSVP) to operate and maintain The Chandigarh International Airport (a new state of art International Airport at Mohali, Punjab). The New International Airport is operational from October 19, 2015.

Chandigarh, the Capital City of two states (Punjab & Haryana) and also Union territory reflects a perfect fusion of the ancient and the modern Indian culture with Cosmopolitan flavor. The Chandigarh city and its satellite town like Panchkula, Mohali etc. being Gateway to Punjab, Haryana, Himachal Pradesh and Jammu & Kashmir has evolved as the epicenter of economic and political development of North India. It is among one of the fastest growing cities in the Country with reasonably high per capita income. Chandigarh is also the hub for tourists who wish to explore the north of India.

Shaheed Bhagat Singh International Airport, Chandigarh has capacity to accommodate about 05 million passengers annually. The new airport is all set to be one of the biggest and busiest Airports in the North India with increased International Connectivity and state of the art facilities. This would give innumerable business opportunities in and around the airport to serve and cater the need & requirements of passenger, visitors and other stakeholders.

CHIAL is desirous of participation of eligible entities in the subject tender for Supply, Installation, Testing and Commissioning (SITC) and Management of Concessionaire Sales Tracking System for various Commercial Facilities at SBS Int'l Airport.

As a part of initiatives of Commercial Directorate and a departure from its former fixed license fee model, there are various facilities which are currently operating and further coming up on revenue sharing model for different facilities (like General Retail, Duty Free Shops etc.) at SBS Int'l Airport. For this purpose, the volume of sales made by Concessionaire and other related parameters need to be tracked to avoid any revenue leakage to CHIAL, along with effective monitoring of the concession.

To enable this, the subject NIT for engaging a Service Provider for SITC and Management of Concessionaire Sales Tracking System through Electronic Point-of-Sale (ePOS) Integration method for Commercial facilities (like F&B, Retail etc.) across the airport is being invited.

Further, Authority intends to conduct a Pre-Bid meeting with the interested potential bidders to seek their inputs through Video Conferencing (VC). Interested Bidders are requested to submit their willingness to attend the same through an email to hodcommercial@chial.org latest by **25.12.2024**.

2. **OBJECTIVE:**

- i. To engage a Service Provider for Supply, Installation, Testing and Commissioning (SITC) of Concessionaire Sales Tracking System through EPOS Integration method for commercial facilities (like F&B, Retail etc.), across the airport and management thereof.

CHIAL has concessionaires using multiple Point of Sales (POS) systems having varied hardware and/or software configuration/specifications at the Airport. The selected solution should be able to capture automatically/ seamlessly from the various concessionaire's Point of Sales systems. The data capture process should be an industry standard method with very high level of reliability, data security and data accuracy with minimum user intervention. The brief details of the work are as follow:

Name of Work	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD)(in INR)	Estimated Cost of Work (in INR)
Supply, Installation, Testing and Commissioning (SITC) and Management of Concessionaire Sales Tracking System for various Commercial Facilities at SBS Int'l Airport	Rs. 1770/- (Rupees One Thousand Seven Hundred and Seventy only) inclusive of GST (Rs. 1500 +18% GST)	Rs. 51,005/- (Rupees Fifty-One Thousand and Five only)	Rs. 690/- (Rupees Six Hundred and Ninety only) per EPOS machine per month, GST applicable extra

- ii. The bidders shall quote the charges for the subject SITC and Management work per EPOS machine per month, inclusive of all taxes, duties, cess, fee, royalty charges, etc. levied under any statute, but excluding GST.
- iii. Further, all payments to the selected bidder shall be subject to deduction of taxes at source as per Applicable Laws.
- iv. The charges payable to the selected bidder for SITC and Management work shall be fixed for entire duration of the contract and shall not be subject to any escalation.

3. **SCOPE OF WORK**

The detailed Scope of Work may be referred at Terms of Reference at ***Annexure-1***.

4. **PERIODICITY**

a. **Incubation Period:**

The selected bidder will be under obligation to complete all the formalities/conditions specified in the Award Letter within a period of 30 days from the date of issuance of Award Letter to the selected bidder, unless extended by the Authority. The conditions to be complied/fulfilled within the incubation period inter-alia include the following:

- i. Acceptance of Award Letter to be submitted by the selected bidder, within seven (07) days from the date of issuance of award letter.
- ii. Submission of Performance Security Deposit
- iii. Execution of Agreement

b. **SITC and Integration Period**

- i. Upon fulfillment of the conditions of award within the incubation period, CHIAL shall provide the details of EPOS machines (Number and Name of Concessions at the Airport, Number of EPOS Machines of each concessionaire etc.) within a period of 15 days of completion of the incubation period.
- ii. Upon receipt of details of EPOS machines as brought out above, the Selected Bidder shall be required to complete the Supply, Installation, Testing and Commissioning of the Concessionaire Sales Tracking System and integration of the EPOS machines thereto within a period of 75 days, commencing from 16th day of completion of incubation period.
- iii. After the completion of SITC and integration work with regard to EPOS machines initially notified by the Authority, as and when required during the currency of the contract, the Authority will notify the selected bidder with regard to the additional EPOS machines and/or replacement of EPOS machines. The selected bidder shall complete the SITC and Integration work of such additional/replaced EPOS machines within a period of 45 days from such notification.

c. **Contract Period:**

The contract period for SITC and Management of the Concessionaire Sales Tracking System shall be 07 years, further extendable by 03 years subject to mutual agreement. The contract period of 07 years will commence from 91st day from the date of completion of Incubation Period.

5. **ESTIMATED COST OF WORK:**

The cost of SITC and Management work of Concessionaire Sales Tracking System is estimated to be **Rs. 690/- (Rupees Six Hundred Ninety only) per EPOS machine per month** inclusive of all taxes, duties, cess, fee, royalty charges, etc. levied under any statute, but excluding GST.

The vendor is expected to integrate and manage a number of EPOS machines on need basis, from a minimum of 28 EPOS machines, which can be scaled up to 60 EPOS machines at the

airport as per requirement of CHIAL. However, there could be a situation when the number of EPOS machines is less than 28. In such case, the billing shall be on pro-rata basis for the actual number of operational EPOS machines integrated and managed by the vendor.

If at any point of time the number of EPOS machines is more than 60. In such case, the billing shall be on pro-rata basis for the actual number of operational EPOS machines integrated and managed by the vendor.

Further, the agency would have to submit the additional PBG w.r.t. additional EPOS integrated Outlets/ Services. The requirement of submission of additional PBG in line with additional number of EPOS machines shall be assessed/reviewed on Quarterly basis.

6. **ELIGIBILITY CRITERIA**

Bidders must carefully read the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation. Bidding in the form of consortium is not allowed.

To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following criteria:

a. Bidder should be a Public Limited company or Private Limited company or Limited Liability Partnerships (LLPs) or Proprietorship entity or Partnership Firm or Statutory body, duly registered/incorporated in India.

b. **Technical Capacity**: The applicant shall have, during the last seven (7) years ending on last date of e-bid submission, undertaken a minimum of eligible assignments as specified below:

i. Supply, Installation, Testing, Commissioning or Management of EPOS solution or e-Commerce solutions or Retail solutions, with/without hardware for the same.

OR

ii. Supply, Installation, Testing and Commissioning of Sales Tracking Solution through EPOS integration method.

c. **Financial Capacity**: Bidder should have annualized average financial turnover of at least INR 7,65,072/- during last three financial years, ending 31st March 2024. As a proof, copy of audited Balance Sheet along with Profit & Loss account statement of the bidder (for last three financial years i.e. FY 2021-22 to FY 2023-24) should be furnished. Balance Sheet and Profit & Loss Statement should be duly certified/audited by statutory auditor/ chartered accountant. In addition, bidder shall also submit the turnover details duly certified by statutory auditor/chartered accountant as per format given in ***Appendix: 7***.

The Bidder should have successfully completed the eligible assignments (mentioned under para 6 (b) above) in the last 7 years ending on last date of e-bid submission as per following:

- At least one (01) work order/project of similar nature of value not less than INR 20,40,192/-

OR

- At least two (02) separate work order/projects of similar nature of value not less than INR 12,75,120/- each

OR

- At least three (03) separate work order/projects of similar nature of value not less than INR 10,20,096/- each.

Note: The project value mentioned herein is exclusive of GST.

The work completion certificate from the client(s) to support the claim needs to be attached. Alternatively, attach a copy of work order issued by client organization supported by CA Certificate. The CA Certificate should specify that the work is completed for the said work-order and payment has been received by the bidder from the client organization.

- d. Experience certificate:** Bidder must submit performance/experience certificate in respect of the works claimed against experience as mentioned in the list of documents to be uploaded in the Technical Bid. These certificates should be issued by the client agencies for whom the works have been carried out or issued by a Chartered Accountant. Such performance/experience certificates shall clearly indicate the following:

- i. Name and address of Client
- ii. Work Order/Agreement No.
- iii. Project Cost
- iv. Completion Certificate (with date of completion)
- v. Brief Scope of Work

- e.** The bidder shall submit the TDS certificate for experience in the private sector (within India).
- f.** The bidder should have a valid PAN and GST registration as applicable.
- g.** Bidder shall not be blacklisted or should not have a pending case or pending complaint of irregularity in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organization etc., or any Indian State/Central Governments Departments or Public Sector Undertaking of India. Bidder is required to submit an undertaking in this regard as per format. If the claim of the bidder is found to be wrong or the bidder is blacklisted by any of these agencies during the bid evaluation process, his bid is liable to be rejected at that stage.

NOTE:

- i. Any entity which has ever been debarred by the Central/ State Government in India, or any entity controlled by them, from participating in any project/work, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

- ii. Bidder shall ensure that all the certified documents undertaken/signed by Chartered Accountants must contain Unique Document Identification Number (UDIN) [as mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019]. The documents submitted by bidders without UDIN shall not be entertained.

7. **TENDER PROCESSING FEES AND EMD:**

- a. Tender Processing Fees (non-refundable) amounting to Rs. 1770/- (Rupees One Thousand Seven Hundred and Seventy only) inclusive of GST, shall be paid by the bidder before the scheduled time of e-tender submission through NEFT/RTGS to CHIAL as per the bank details in **Appendix - 8**.
- b. The amount of Earnest Money Deposit (EMD) of Rs. 51,005/- (Rupees Fifty-One Thousand and Five only) shall be paid by the bidders before the scheduled time of e-tender submission through NEFT/RTGS to CHIAL as per the bank details in **Appendix - 8**. No interest is liable to be paid on EMD amount received by CHIAL.
- c. A copy of the proof/documents of the above payments (i.e. cost of tender document and EMD) made through Online Payment Gateway is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- d. Non-submission of Tender Processing Fee and EMD shall lead to disqualification of tenderers.
- e. **Refund of EMD:** EMD of unsuccessful bidders received through NEFT/RTGS to CHIAL shall be refunded to their bank account as per the details provided in **Appendix-8**.

8. **PERFORMANCE SECURITY**

The successful bidder shall provide Performance Security equivalent to 10% of the value of award of SITC and Management Work in the form of Bank Guarantee (BG) issued by a Scheduled Bank (a bank which have been included in the 2nd schedule of Reserve Bank of India as per RBI Act, 1934) in favor of Chandigarh International Airport Limited (CHIAL). This BG should be valid for the entire period of the contract, with a claim period of further six (06) months. BGs issued by Co-operative Banks (even Scheduled Co-operative Banks) will not be accepted.

9. **BIDDING PROCESS**

- a. E-Bids shall be submitted in two bid system as follows:
 - i. **Technical Bid:** Proof of payment towards Tender processing fees and EMD. Documents as required under clause 10.
 - ii. **Financial Bid:** As required under clause 11.
- b. **Critical Dates:**

S. No.	Activity	Scheduled Dates and Time
--------	----------	--------------------------

1.	Download/Sale of e-Tender Document from NIC CPP portal	18.12.2024, 18:00 Hours
2.	Pre-bid meeting with the prospective bidders, if required.	26.12.2024, 15:00 Hours
3.	Interested Bidders are requested to submit their willingness to attend the pre-bid meeting through an email to hodcommercial@chial.org Last date to provide willingness to attend the pre-bid Meeting.	25.12.2024
4.	End Date of Submission of queries related to e- Tender, if any, on NIC CPP portal only.	27.12.2024, 18:00 Hours
5.	Reply to the queries by CHIAL on NIC CPP portal	03.01.2025
6.	Last date for online submission of Bids/Proposal(s) (Technical Bid as well as Financial Bid) on CPP portal	09.01.2025, 18:00 Hours
7.	Opening of Technical Bids/ Proposal(s) (online only)	10.01.2025, 18:00 Hours
8.	Opening of Financial Bids/Proposal(s) (online only)	28.01.2025

- c. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
- d. 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 L1 (lowest bidder) in the tender, if the party withdraws its bid, EMD shall be forfeited and the said bidder will liable to be debarred from participating in any tender of AAI/CHIAL for a period of one (01) year.
- e. The tenderer(s) can withdraw their Earnest Money Deposit after the bid validity is over or may extend the validity of their tender(s) with the consent of CHIAL.
- f. CHIAL reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
- g. CHIAL 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).
- h. CHIAL reserves the right to extend the date of submission/ opening of the bids as well as to extend the validity of the E-tender.
- i. Bidders are advised to carefully examine the Scope of Work and satisfy themselves before submitting their tenders. A bidder shall be deemed to have full knowledge of the Scope of Work and no extra charges or compensation consequent on any misunderstanding or otherwise shall be allowed.

- j. On acceptance of the tender, the name of the authorized representative(s) of the tenderer who would be responsible for taking instructions from authorized official of CHIAL is to be intimated.

10. **TECHNICAL BIDS**

Bidders shall submit the technical proposal in the prescribed format. It shall contain all the documents required under the NIT, with proof of submission of Tender Processing Fee and proof of submission of EMD. The documents to be submitted are as follows:

S. No.	Particulars
1.	Proof of Payment towards EMD
2.	Proof of Payment towards Tender Processing Fees
3.	Appropriately executed Power of Attorney authorizing the Authorized Signatory to submit the Proposal as per Appendix: 3
4.	Unconditional Acceptance Letter as per Appendix: 4
5.	Particulars of the Bidder as per Appendix: 5
6.	Self-attested copy of PAN Card
7.	Self-attested copy of GST Registration Certificate
8.	In case of a company, self-attested copies of: a) Certification of Incorporation b) Memorandum of Association and Articles of Association
9.	In case of Limited Liability Partnerships, self-attested copies of: a) Registration/Incorporation certificate b) Limited Liability Partnership Agreement/Deed c) Latest filed LLP Form No.11
10.	Self-Declaration as per Appendix: 6
11.	Relevant documentary evidence like mandate letters, Letter of Award/Work Order and Completion Certificate, etc. confirming fulfilment of experience criteria. The document should clearly specify the name, designation, address and contact details of the certificate issuing authority.
12.	A letter from bidder having details of customers in respect of the works done and experience claimed. The letter should contain particulars of the customers, including postal address, contact person, official phone number, email address and URL (if any).
13.	Turnover cum Experience certificate from Statutory Auditors/Chartered Accountant as per Appendix: 7

14.	Audited Profit & Loss account and Balance sheet (duly certified by Statutory Auditor/ Chartered Accountant) for relevant years (FY 2019-20 to FY 2021- 22) is to be submitted in support of Appendix: 7
15.	Bank Details of the Bidder as per Appendix: 8

Important:

1. *Failure to comply with the above requirements shall make the Proposal liable to be rejected.*
2. *The Technical Proposal shall not include Financial Bid.*
3. *CHIAL reserves the right to verify, refer any document to the concerned authority for confirmation on a case-to-case basis. Mere submission will not bind CHIAL to accept the documents as valid for opening of financial bid.*
4. *Bidder shall ensure that all the certified documents undertaken/signed by chartered accountants must contain Unique Document Identification Number (UDIN) [as mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].*

11. FINANCIAL BIDS

- i. Financial Bids of those bidders who qualify technically shall be opened electronically at NIC-CPP portal. 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 SITC and Management Work as contained in E-Tender documents issued by Chandigarh International Airport Limited (CHIAL) including the following:

- a. Earnest Money Deposit as specified in Clause 7(b) is liable to be forfeited by CHIAL, if on award of SITC and Management Work, I/We do not accept the award or do not fulfil any of the conditions stipulated in e-tender documents, within prescribed time.
 - b. On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall liable to be debarred by CHIAL for further participation in the tenders at its airports or at any other place under the control of AAI/CHIAL, for a period of One (01) year.
 - c. In case the documents submitted by us along with e-tender are false/incorrect, the e-tender of our entity will be liable to be rejected by giving reasons. In addition, CHIAL reserves its right to forfeit the EMD of our entity and debar us from participation in the future e-tender/tender of AAI/CHIAL, for a period of three (03) years.
- ii. Tie Bids: In the event that the Financial Bid of two or more Bidders are found to be the same and is the lowest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's Policy, from such Tie Bidders and shall identify the Selected

Bidder from amongst such Tie Bidders. Provided that the revised Financial Bids of such Tie Bidder(s) shall be no less favorable to Authority than their respective original Bids.

- iii. If a bidder quoted overall NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

12. EVALUATION / SELECTION CRITERIA

The bidders are required to quote the charges for SITC and Management work in terms of "INR per EPOS machine per month". The charges shall be fixed for entire duration of the contract and shall not be subject to any escalation. The lowest quote/offer shall be the sole parameter for selection of the bidder for the award of contract.

13. AWARD OF WORK

13.1 Issuance of Award Letter & Acceptance: After selection, an Award letter shall be issued by CHIAL to the selected Bidder. The selected Bidder **within 07 (seven)** working days of receipt of the Award letter shall sign and return a copy in acknowledgement thereof. In the event the copy of Award letter, duly signed by the selected Bidder is not received by the stipulated date, CHIAL may, unless it consents to extension of time for submission thereof, appropriate the bid security/ EMD of such Bidder on account of failure of selected Bidder to submit the Award letter duly accepted. On account of non-acceptance of award within the prescribed time, selected bidder will liable to be debarred by AAI/CHIAL for further participation in the tenders at its airports or at any other place under the control of AAI/CHIAL, for a period of One (01) year.

13.2 Submission of Performance Security: The successful Bidder has to submit the Performance Security equivalent to 10% of the value of award of SITC and Management Work in the form of a Bank Guarantee (BG) issued by a nationalized/ scheduled bank in India issued in the favor of Chandigarh International Airport Limited (CHIAL) within **30 (thirty) days** of acceptance of Award letter. This BG should be valid for the entire period of the contract, with a claim period of further six (06) months.

Bank Guarantee shall mean Bank Guarantee issued from Nationalized/Scheduled commercial Banks as per Reserve Bank of India guidelines in the format as per **Appendix-2**. No BG shall be acceptable from Cooperative Banks (even scheduled)/Societies/Payment Banks or by means of FDR. Bank charges shall be borne by the successful Bidder.

The amount of Performance Security shall be calculated on the basis of rate quoted by the successful bidder as follows:

Performance Security = 10% of [Quoted charges per EPOS machine per month x 60 (Nos.) x 12 (months) x 7 (years)]

The BG is to be submitted in accordance with the bank details as follows:

Bank Name	HDFC BANK Limited
Account No.	50200045008946
Account Name	CHANDIGARH INTERNATIONAL AIRPORT LIMITED
IFSC Code	HDFC0000450
Branch Name	HDFC Bank Ltd, SCO-382, Sec-37, Chandigarh

While submitting the documents to BG issuing bank, the successful bidder to also submit letter to the issuing bank as per format provided in **Appendix – 10**.

Along with the original BG document, the successful bidder to attach copy of SFMSBG confirmation message sent by the BG issuing bank to HDFC bank.

13.3 Execution of Agreement: The selected Bidder shall have to sign a Contract Agreement with CHIAL on Non-Judicial Stamp paper of appropriate value as per the format of agreement enclosed at **Appendix: 1**, within 30 days from the date of issue of Award letter. The related costs to be borne by the selected bidder.

13.4 Notification of EPOS machines for integration: Upon fulfillment of the conditions of award within the incubation period, CHIAL shall provide details of EPOS machines (Number and Name of Concessions at each Airport, Number of EPOS Machines of each concessionaire etc.) within a period of 15 days of completion of the incubation period.

13.5 SITC and Integration Work: Upon receipt of details of EPOS machines as brought out above, the Selected Bidder shall be required to complete the Supply, Installation, Testing and Commissioning of Concessionaire Sales Tracking System and integration of the EPOS machines thereto within a period of 75 days, commencing from 16th day of completion of incubation period.

13.6 Completion of SITC and Integration Work: The selected Bidder will fulfil the conditions of award as stipulated above in Clause 13.1, 13.2 and 13.3 and complete the SITC and Integration work within 90 days from the date of completion of Incubation Period.

If the successful bidder, after the Award letter is issued, does not complete the formalities as per above such as acceptance of the Award letter/submission of Performance Security/Signing of agreement/Commencement of work within the above prescribed timeframe, then the award of work is liable to be terminated by CHIAL and the EMD received will be forfeited. In addition, CHIAL reserves its right to debar the successful bidder for further participation in the tenders invited by AAI/CHIAL for a period of one (01) year from the date of such debarment.

13.7 Integration of Additional/Replaced EPOS machines: After the completion of SITC and Integration work with regard to EPOS machines initially notified by the Authority, as and when required during the currency of the contract, the Authority

will notify the selected bidder with regard to the additional EPOS machines and/or replacement of EPOS machines. The selected bidder shall complete the Integration work of such additional/replaced EPOS machines within a period of 45 days from such notification.

13.8 Contract Period: The contract period for SITC and Management of the Concessionaire Sales Tracking System shall be 07 years, further extendable by 03 years subject to mutual agreement. The contract period of 07 years will commence from 91st day from the date of completion of Incubation Period.

14. NON-DISCLOSURE AGREEMENT:

The successful bidder shall need to execute a Non-Disclosure Agreement (NDA) as per ***Annexure-3 of Appendix-1*** on Rs. 100/- non-judicial stamp paper in original. This is required to be submitted by the successful bidder for not sharing the data accessed or obtained by them during the performance of the subject SITC work to any other party or entity.

15. FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIT, CHIAL shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, CHIAL shall, without prejudice to its other rights or remedies, forfeit and appropriate the Bid Security, as genuine, pre-estimated compensation and damages payable to CHIAL for, *inter-alia*, time, cost and effort of CHIAL, in regard to the NIT, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of CHIAL under NIT hereinafter and the rights and remedies which CHIAL may have under the award letter or the Agreement, if a Bidder or Contractor (i.e. the Selected Bidder), as the case may be, is found by CHIAL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the award letter or the execution of the Agreement, such Bidder or "Contractor " shall not be eligible to participate in any tender of CHIAL issued by CHIAL during a period of Three (03) years from the date such Bidder or Contractor is notified to this effect of debarment. Further, in such an event, CHIAL shall, without prejudice to its other rights or remedies, forfeit and appropriate the EMD and/or Performance Security, as genuine, pre- estimated compensation and damages payable to CHIAL for, *inter-alia*, time, cost and effort of CHIAL, in regard to the NIT, including consideration and evaluation of such Bidder's Proposal.

For the purposes of NIT, the following terms shall have the meaning hereinafter respectively assigned to them:

- I. ***“Corrupt practice”*** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or award letter or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of award letter or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the work or the award letter or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Work;
- II. ***“Fraudulent practice”*** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- III. ***“Coercive practice”*** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- IV. ***“Undesirable practice”*** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- V. ***“Restrictive practice”*** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

16. SETTLEMENT OF DISPUTES

Both the parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof under The Arbitration and Conciliation Act, 1996 (as amended from time to time). Any legal disputes under this NIT will be within the jurisdiction of the Courts situated in New Delhi.

17. CONFLICT OF INTEREST

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

- i. the Bidder, or its Affiliate (or any constituent thereof) and any other Bidder or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or

other ownership interest:

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

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

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

Note:

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

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

"Affiliate" means, in relation to any Bidder or Member, a person who controls, is controlled by, or is under the common control with such Bidder or Member. As used in this definition, the expression "control" means:

- (a) with respect to a company, corporation or limited liability partnership the ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, or
- (b) with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such Person.

18. LIQUIDATED DAMAGES

18.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the successful bidder and such error or variation is the result of negligence or lack of due diligence on the part of the successful bidder, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the successful bidder by way of deemed liquidated damages, subject to a maximum of the value of award.

18.2 Liquidated Damages for delay

A sum equivalent to 0.5% (half per cent) per week of the charges for the work of SITC and Integration of EPOS machines which is completed beyond the delivery schedule would be recovered as liquidated damages. The total damages shall not exceed 10% (Ten per cent) of the value of delayed work. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties.

However, this by itself shall not debar leviability of any taxes and duties as per applicable laws.

Illustration:

- | | |
|---|--|
| • Quote of selected bidder (per EPOS) | : Rs. 1000 per EPOS machine per month (L1 quote) |
| • Permissible Period of installation | : 75 days |
| • No. of EPOS machines to be integrated | : 200 nos. |
| • Charges per week | : Rs. 233 per EPOS machine |

- No. of EPOS machines integrated within 75 days : 100
- No. of EPOS machines integrated on 90th day : 50
- No. of EPOS machines integrated on 100th day : 50
- Calculation of Liquidated Damages shall be as follows:

No. of EPOS machines	Delay (in days)	Delay (in weeks)	EPOS Charges per week (Rs.)	Liquidated damages @ 0.5% per week
100	0	0	23,300	0
50	15	2.14	11,650	124.65 (233*50*2.14*.005)
50	25	3.57	11,650	207.95 (233*50*3.57*.005)
200				332.6

18.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the successful bidder in the event of breach of the Agreement or for recovery of liquidated damages specified in this **Clause 18**.

19. **PENALTY FOR DEFICIENCY IN SERVICES**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 18, warning may be issued to the successful bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action, including debarring for a specified period, may also be initiated as per policy of the Authority.

Successful bidder will make and ensure all necessary arrangements to maintain the reliable operation of Concessionaire Sales Tracking System throughout the contract period. The failure should be near to Zero. In case any failure occurs, which is attributable to the successful bidder, it should be rectified within the timelines stipulated in SLA, failing which penalty as per the provisions of SLA shall be deducted from the bill, subject to maximum of 10% of total contract value. The acceptance of valid reasons for non-compliance to above shall rest with competent authority of CHIAL and the decision of CHIAL with regard to imposition of fine shall be final. The fine shall be recovered from the running bills/performance bank guarantee of the successful bidder.

20. **BIDDERS' RESPONSIBILITIES**

- 20.1 The Bidder is expected to carefully examine the contents of all the documents provided/submitted. Failure to comply with the requirements of NIT will be on the bidders' own risk.
- 20.2 It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of requirements and other information set forth in this NIT document and received all such relevant information as it has

requested from CHIAL; and

20.3 CHIAL shall not be liable for any mistake or error or negligence by the Bidder in respect of the above.

20.4 Each Bidder shall submit only one Proposal in response to this NIT. Submission of more than one Proposal by any Bidder shall be sufficient ground for disqualification of the Bidder.

21. Integrity Pact

a. On the basis of the rate quoted by the selected bidder, if total value of the work of SITC and Management of Concessionaire Sales Tracking System happens to be Rs. 1 Crore or above (or as per the prevalent guidelines of CHIAL), the selected bidder would be under obligation to execute integrity pact with CHIAL at post award stage in the prescribed format as per **Appendix: 9**.

b. For the purpose of arriving at total value of the subject work, the rate quoted by the successful bidder (Q) for SITC and Management of Sales Tracking System per EPOS machine per month shall be multiplied by the total number of EPOS machines i.e. 60 nos. which are expected to be undertaken for integration in the subject work for a period of 07 years i.e. $Q \times 60 \times 12 \times 7$.

c. The CHIAL shall appoint an Independent External Monitor (IEM) to review independently and objectively, whether and to what extent the Authority and the successful bidder have complied with their obligations under the Integrity Pact and the Agreement for the work.

22. The prospective bidders are requested to go through the tender conditions and carefully examine the Scope of Work to assess the feasibility of business/undergo proper diligence study and thereafter may bid in the Tender. No increase in EPOS integration charges or request for any additional charges will be entertained by CHIAL at any stage for whatever reasons.

23. Relaxations of norms as per the provisions of Public Procurement Policy for MSEs, Startups and Make in India Policy, except for the relaxation in prior turnover and prior experience criteria, shall be applicable as per the directives of Govt. of India and CHIAL Policy prevalent on the closing date of bid submission.

DRAFT CONTRACT AGREEMENT

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) AND
MANAGEMENT OF CONCESSIONAIRE SALES TRACKING SYSTEM FOR
VARIOUS COMMERCIAL FACILITIES
AT
SBS INTERNATIONAL AIRPORT, CHANDIGARH**

S. No.	Table of Contents	Page Nos.
1.	General	
1.1	Definitions and Interpretation	
1.2	Relation between the Parties	
1.3	Rights and obligations	
1.4	Governing law and jurisdiction	
1.5	Language	
1.6	Table of contents and headings	
1.7	Notices	
1.8	Location	
1.9	Authorized representatives	
1.10	Taxes and duties	
2.	Commencement, Completion and Termination of Agreement	
2.1	Effectiveness of Agreement	
2.2	Commencement of Services	
2.3	Termination of Agreement for failure to commence Services	
2.4	Expiry of Agreement	
2.5	Entire Agreement	
2.6	Modification of Agreement	
2.7	Force Majeure	
2.8	Suspension of Agreement	
2.9	Termination of Agreement	
3.	Obligations of the Contractor	
3.1	General	
3.2	Conflict of Interest	
3.3	Confidentiality	
3.4	Liability of the Contractor	
3.5	Contractor's actions requiring the Authority's prior approval	
3.6	Reporting obligations	
3.7	Data and Reports pertaining to SITC and Management Work to be property of the Authority	
3.8	Information furnished by the Authority	

3.9	Accuracy of Data, Information and Reports	
4.	Obligations of the Authority	
4.1	Access to EPOS system of Concessionaires	
4.2	GST and Other Taxes	
4.3	Payment	
5.	Payments to the Contractor	
5.1	Agreement Value	
5.2	Currency of payment	
5.3	Mode of billing and payment	
6.	Liquidated Damages and Penalty	
6.1	Performance Security	
6.2	Liquidated Damages	
6.3	Penalty for deficiency in services	
7.	Fairness and Good Faith	
7.1	Good Faith	
7.2	Operation of the Agreement	
8.	Settlement of Disputes	
8.1	Amicable settlement	
8.2	Dispute resolution	
8.3	Mediation	
8.4	Arbitration	
9.	SET-OFF CLAUSE	
	Annexures	
Annex- 1	Terms of Reference	
Annex-2	Service Level Agreement	
Annex-3	Non-Disclosure Agreement	
Annex-4	Consent Letter	

CONTRACT AGREEMENT

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) AND MANAGEMENT OF CONCESSIONAIRE SALES TRACKING SYSTEM FOR VARIOUS COMMERCIAL FACILITIES AT SBS INTERNATIONAL AIRPORT, CHANDIGARH

This agreement made this _____ day of _____ between the Chandigarh International Airport Limited (CHIAL), a company incorporated under Companies Act, 1956 represented by The chairman (CHIAL), hereinafter called the '**Authority**' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Directors , CEO, CFO, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part,

and

_____ represented by _____ S/o _____ Resident of _____ , of the other part, hereinafter called the '**Contractor**' (which term shall unless exclude by or is repugnant to the context, be deemed to include its heirs, representatives, successors and permitted assigns).

WHEREAS

- A.** The Authority vide its E-Tender (Tender ID:_____) invited proposals for **Supply, Installation, Testing and Commissioning (SITC) and Management of Concessionaire Sales Tracking System for Various Commercial Facilities at SBS International Airport, Chandigarh** (hereinafter called the "**SITC and Management Work**" or "**Project**", as the case may be);
- B.** The Contractor submitted its proposals for the aforesaid work, whereby the Contractor represented to the Authority that it had the required professional skills, and in the said proposals, the Contractor also agreed to provide the Services to the Authority on the terms and conditions as set forth in the Tender Document and this Agreement; and
- C.** The Authority, on acceptance of the aforesaid proposals of the Contractor, awarded the SITC and Management Work to the Contractor vide its Letter of Award dated _____ (the "**LOA**"); and
- D.** in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "**Agreement**" means this Contract Agreement, together with all the Annexes;
- b) "**Agreement Value**" shall have the meaning set forth in Clause 5.1;
- c) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

- d) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of Tender Document;
- f) **“Dispute”** shall have the meaning set forth in Clause 8.2.1;
- g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) **“Government”** means the Government of India;
- i) **“INR, Re. or Rs.”** means Indian Rupees;
- j) **“Party”** means the Authority or the Contractor, as the case may be, and Parties means both of them;
- k) **“Personnel”** means persons hired by the Contractor as employees or retainers and assigned to the performance of the SITC and Management Work or any part thereof;
- l) **“NIT”** means the Notice Inviting Tender along with Tender document in response to which the Contractor’s proposal for providing Services was accepted;
- m) **“Services”** means the work to be performed by the Contractor pursuant to this Agreement, as described in the Terms of Reference hereto; and
- n) **“Third Party”** means any person or entity other than the Government, the Authority, the Contractor.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the NIT.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them, the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexes of Agreement;
- c. NIT; and
- d. Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Contractor. The Contractor shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

The Contractor shall comply with all the rules and regulations under the Contract Labour (Regulation & Abolition) Central Rules 1971 and any other law prevailing from

time to time in respect of the personnel employed by them for carrying out the subject award.

The Contractor 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 work.

The Contractor, 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 Contractor including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of government and or local body or Administration in force from time to time and to the business which the Contractor is allowed to carry on under this agreement and to the area in which the said premises are located.

The Contractor shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the Contractor in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Contractor shall be as set forth in the Agreement, in particular:

- (a) the Contractor shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Contractor in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and Courts situated in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

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

1.6 Table of contents and headings

The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

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

writing and shall:

- (a) in the case of the Contractor, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Contractor's Representative set out below in Clause 1.9 or to such other person as the Contractor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Contractor may from time to time specified by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in the same city (Delhi) as the Authority's office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the offices and airports of the Authority in accordance with the provisions of NIT and at such locations as are incidental thereto, including the offices of the Contractor.

1.9 Authorized Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Contractor, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative unless otherwise notified, the Authority Representative shall be:

CEO
CHIAL
New Civil Air Terminal
SBS International Airport, Chandigarh- 160003
Telephone No. 0172-2242004
E-mail: ceo@chial.org

1.9.3 The Contractor may designate one of its employees as Contractor's Representative. Unless otherwise notified, the Contractor's Representative shall be:

.....
.....
Tel :
Mobile :
E-mail :

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Contractor shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

- i. Upon fulfillment of the conditions of award within the incubation period, CHIAL shall provide the details of EPOS machines (Number and Name of Airports, Number and Name of Concessions at each Airport, Number of EPOS Machines of each concessionaire etc.) within a period of 15 days of completion of the incubation period.
- ii. Upon receipt of details of EPOS machines as brought out above, the Selected Bidder shall be required to complete the Supply, Installation, Testing and Commissioning of the Concessionaire Sales Tracking System and integration of the EPOS machines thereto within a period of 75 days, commencing from 16th day of completion of incubation period.
- iii. The Contractor shall commence the Services within a period of 90 (ninety) days from the date of completion of Incubation Period. The contract period of 07 years will commence from 91st day from the date of completion of Incubation Period, unless otherwise agreed by the Parties.
- iv. After the completion of SITC and integration work with regard to EPOS machines initially notified by the Authority, as and when required during the currency of the contract, the Authority will notify the selected bidder with regard to the additional EPOS machines and/or replacement of EPOS machines. The selected bidder shall complete the SITC and Integration work of such additional/replaced EPOS machines within a period of 45 days from such notification.
- v. A team of CHIAL officials at airport level shall monitor the successful integration of EPOS machines at the time of Go-Live and thereafter review the performance on regular basis. The team may comprise of two officials, one from Commercial Dept. and one from the Dept handling IT work (IT, Airport Systems, Electronics etc.) to be constituted by Airport Director.

2.3 Termination of Agreement for failure to Commence Services

If the Contractor does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Contractor, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Contractor shall be deemed to have accepted such termination. Further, EMD submitted by the Contractor will be forfeited and in addition, CHIAL reserves its right to debar the successful bidder for further participation in the tenders invited by AAI/CHIAL for a period of one (01) Year from the date of such debarment.

2.4 Expiry of Agreement

The contract period for SITC and Management of the Concessionaire Sales Tracking System shall be 07 years, further extendable by 03 years subject to mutual agreement. The contract period of 07 years will commence from 91st day from the date of completion of Incubation Period, unless otherwise agreed by the Parties.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Contractor arising out of the provisions of the NIT shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of NIT shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the Scope of Work, may only be made by written agreement between the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other

industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include
 - (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
 - (ii) any event which a diligent Party could reasonably have been expected to both
 - (A) take into account at the time of the conclusion of this Agreement, and
 - (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than 30 (thirty) days after the Contractor has, as the result of an event of Force Majeure, become unable to perform a material portion of the SITC and Management Work, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- (i) shall specify the nature of the breach or failure, and
- (ii) shall provide an opportunity to the Contractor to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Contractor of such notice of suspension.

2.9 Termination of Agreement

2.9.1. By the Authority:

The Authority may, by not less than 180 (one hundred eighty) days' written notice of termination to the Contractor, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Contractor fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Contractor becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8.4 hereof;
- (d) the Contractor submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Contractor knows to be false;
- (e) any document, information, data or statement submitted by the Contractor in its Proposals, based on which the Contractor was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Contractor is unable to perform a material portion of the SITC and Management Work for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Contractor

The Contractor may, by not less than 180 (one hundred eighty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2 (a) to (d), terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Contractor pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within 45

(forty-five) days after receiving written notice from the Contractor that such payment is overdue;

- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Contractor may have subsequently granted in writing) following the receipt by the Authority of the Contractor's notice specifying such breach;
- (c) as the result of Force Majeure, the Contractor is unable to perform a material portion of the SITC and Management Work for a period of not less than 60 (sixty) days; or;
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8.4 hereof.
- (e) If the Contractor issues a notice for termination of Agreement for reason(s) other than the reasons stated under clauses (a) to (d) above and the notice period expires before completion of 50% of the contract period, then the Contractor shall be liable to pay demurrage charges equivalent to 50% of the Performance Security Deposit under this contract and shall be liable for debarment from future participation in AAI/CHIAL tenders for a period of 01 year. The date on which the notice of termination is received by CHIAL will be the commencement of the notice period.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and
- (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the SITC and Management Work to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to data or reports prepared by the Contractor and information furnished by the Authority, the Contractor shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Contractor (after offsetting against these payments any amount that may be due from the Contractor to the

Authority):

- (a) fee pursuant to Clause 5 hereof for SITC and Management Work satisfactorily performed prior to the date of termination;
- (b) except in the case of termination pursuant to sub-clauses (a) to (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONTRACTOR

3.1 General

3.1.1 Standards of Performance

The Contractor shall perform the SITC and Management Work and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Agreement or to the services rendered by the Contractor, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of SITC and Management Work to be performed by the Contractor is specified in the Terms of Reference (the “**TOR**”) at **Annexure-1** of this Agreement. The Contractor shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Contractor shall perform the SITC and Management Work in accordance with the Applicable Laws and shall take all practicable steps to ensure that Personnel and agents of the Contractor comply with the Applicable Laws.

3.2 Conflict of Interest

- 3.2.1 The Contractor and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”). Notwithstanding anything to the contrary

contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Contractor, without being liable in any manner whatsoever to the Contractor, if it determines that the Contractor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall, without prejudice to the Authority's any other rights or remedy hereunder or in law, forfeit and appropriate the Bid Security/Performance Security as genuine, pre-estimated compensation and damages payable to the CHIAL towards, *inter-alia*, time, cost and effort of the Authority, in regard to the NIT, including consideration and evaluation of such Bidder's Proposal.

3.2.2 Without prejudice to the rights of the Authority under Clause 3.2 above and the other rights and remedies which the Authority may have under this Agreement, if the Contractor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Contractor shall not be eligible to participate in any tender or RFP of CHIAL issued by CHIAL during a period of three (03) years from the date the Contractor is notified to this effect of debarment. Further, in such an event, CHIAL shall, without prejudice to its other rights or remedies, forfeit and appropriate the EMD/ Performance Security, as genuine, pre-estimated compensation and damages payable to CHIAL for, *inter alia*, time, cost and effort of CHIAL, in regard to the NIT, including consideration and evaluation of such Bidder's Proposal.

3.2.3 For the purposes of Clauses 3.2 above, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**Coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's

participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Contractor and its Personnel shall not, either during the term of contract or even after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Contractor and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Contractor is under an obligation to keep confidential in relation to the Project, the SITC and Management Work or this Agreement (**"Confidential Information"**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Contractor, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Contractor, its Personnel or becomes a part of the public knowledge from a source other than the Contractor, its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Contractor, its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Contractor or its Personnel, as is reasonable under the circumstances; provided, however, that the Contractor or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Contractor

3.4.1 The Contractor's liability under this Agreement shall be determined by the

Applicable Laws and the provisions hereof.

3.4.2 The Contractor shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Contractor, with respect to damage caused to the Authority's property, shall be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 5.1 of this Agreement or (b) the proceeds the Contractor may be entitled to recover from any insurance maintained by the Contractor to cover such a liability, whichever (a) or (b) is higher.

3.5 Contractor's actions requiring the Authority's prior approval

The Contractor shall obtain the Authority's prior approval in writing before taking any of the action(s) that is not specified in this Agreement.

3.6 Reporting obligations

3.6.1 The Contractor shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.7 Data and Reports pertaining to SITC and Management Work to be property of the Authority

3.7.1 All the data collected by the Contractor, reports generated by the Contractor and any other data or documents or information (collectively referred to as "**Information**") pertaining to the SITC and Management Work which has been obtained or accessed or generated by the Contractor in performing the Services under this Agreement shall become and remain the property of the Authority, and all intellectual property rights in such Information shall vest with the Authority.

3.7.2 The Contractor shall, not later than termination or expiration of this Agreement, deliver all Information to the Authority, together with a detailed inventory thereof. The Contractor shall not retain a copy of such Information. The Contractor, or a Third Party shall not use this Information for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.7.3 The Contractor shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorized use of such Information, or due to any breach or failure on part of the Contractor or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.8 Information furnished by the Authority

Information made available to the Contractor by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or

expiration of this Agreement, the Contractor shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such information in accordance with the instructions of the Authority.

3.9 Accuracy of Data, Information and Reports

The Contractor shall be responsible for accuracy of the data collected by it or reports generated by it or any other data or information prepared by it as part of the services in the Scope of Work. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Contractor or arises out of its failure to conform to good industry practice. The Contractor shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey/ investigations.

4. OBLIGATIONS OF THE AUTHORITY

4.1 Access to EPOS system of Concessionaires

Unless otherwise specified in the Agreement, the Authority shall make best efforts to provide the Contractor the access to EPOS machines/system of Concessionaires and such other documents, information or support as may be necessary to enable the Contractor to perform the SITC and Management Work.

4.2 GST and Other Taxes

The agreement value is inclusive of all taxes, duties, cess, fee, royalty charges, etc. levied under any statute, but excluding GST. GST shall be borne by the Authority.

4.3 Payment

In consideration of the Services performed by the Contractor under this Agreement, the Authority shall make to the Contractor such payments and in such manner as is provided in Clause 5 of this Agreement.

5. PAYMENT TO THE CONTRACTOR

5.1 Agreement Value

Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs.
.....

5.2 Currency of payment

All payments shall be made in Indian Rupees.

5.3 Mode of Billing and Payment

(a) The Contractor shall raise the bills on monthly basis for each Airport, concessionaire-wise and POS-wise to concerned airport(s) of Authority. The Contractor shall also submit SLA reports along with bills on monthly basis.

- (b) The penalty (if applicable) due to non-compliance of SLA or any damages attributable to the Contractor shall be computed and deducted from the bill amount for that particular month.
- (c) The concerned Airport(s) shall cause the payment due to the Contractor, after deduction of penalty and damages (if applicable), to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Contractor to the Authority within 30 (thirty) days after receipt by the Contractor of notice thereof.
- (e) All payments under this Agreement shall be made to the account of the Contractor as may be notified to the Authority by the Contractor.

6. LIQUIDATED DAMAGES AND PENALTIES

6.1 Performance Security

- a) For the purposes of this Agreement, Performance Security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the “Performance Security”). The Contractor shall be required to provide this Performance Security for recovery of liquidated damages, as specified in clause 6.2 of the Agreement, in the form of a Bank Guarantee (BG) issued by Scheduled Bank (the bank which have been included in the 2nd schedule of Reserve Bank of India as per RBI Act.1934) in favor of Chandigarh International Airport Limited (CHIAL) in the form specified at **Appendix-2** of NIT. This BG should be valid for the entire period of the contract, with a claim period of further six (06) months. Bank Guarantee shall mean Bank Guarantee issued from Nationalized/Scheduled commercial Banks as per Reserve Bank of India guidelines in the format as per **Appendix-2** of NIT. No BG shall be acceptable from Cooperative Banks (even scheduled)/Societies/Payment Banks or by means of FDR. Bank charges shall be borne by the agency.
- b) The amount of Performance Security shall be calculated on the basis of rate quoted by the successful bidder as follows:

$$\text{Performance Security} = 10\% \text{ of } [\text{Quoted charges per EPOS machine per month} \times 60 \text{ (Nos.)} \times 12 \text{ (months)} \times 7 \text{ (years)}]$$
- c) The Bank Guarantee (BG) to be submitted in accordance with the bank details as follows:

Bank Name	HDFC BANK Limited
Account No.	50200045008946
Account Name	CHANDIGARH INTERNATIONAL AIRPORT LIMITED
IFSC Code	HDFC0000450
Branch Name	HDFC Bank Ltd, SCO-382, Sec-37, Chandigarh

While submitting the documents to BG issuing bank, the successful bidder to also submit letter to the issuing bank as per format provided in **Appendix-10**.

Along with the original BG document, successful bidder to attach copy of SFMS BG confirmation message sent by the BG issuing bank to HDFC bank.

- d) The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
- i. The installation work should be taken carefully with the approval of designated official of CHIAL without damaging the property of CHIAL.
 - ii. The performance guarantee is intended to secure the performance of the entire EPOS Integration system. However, it is not to be construed as limiting the damages stipulated in any other clause.
 - iii. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.
 - iv. The successful bidder will be fully responsible for the guaranteed performance of the installed systems.

The Performance Security/Bank Guarantee shall be released after certified date of completion of the contract, subject to clearance of all the dues, if any, by the contractor.

6.2 Liquidated Damages

6.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Contractor and such error or variation is the result of negligence or lack of due diligence on the part of the Contractor, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Contractor by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

6.2.2 Liquidated Damages for delay

A sum equivalent to 0.5% (half per cent) per week for the price of uncompleted portion/activity/delivery of contract cost executed/completed beyond delivery schedule is recovered as liquidated damages. The total damages shall not exceed 10% (Ten per cent) of the value of delayed work. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties.

The acceptance of valid reasons for non-compliance to above shall rest with competent authority of CHIAL and the decision of CHIAL with regard to imposition of fine shall be final. The fine shall be recovered from the running bills/ performance bank guarantee of the successful bidder.

However, this by itself shall not debar levability of any taxes and duties as per applicable laws

Illustration:

- Quote of selected bidder (per EPOS) : Rs. 1000 per EPOS machine

- Permissible Period of installation : 75 days
- No. of EPOS machines to be integrated : 200 nos.
- Charges per week : Rs. 233 per EPOS machine per week $[(1000/30) * 7]$
- No. of EPOS machines integrated within 75 days : 100
- No. of EPOS machines integrated on 90th day : 50
- No. of EPOS machines integrated on 100th day : 50
- Calculation of Liquidated Damages shall be as follows:

No. of EPOS machines	Delay (in days)	Delay (in weeks)	EPOS Charges per week (Rs.)	Liquidated damages @ 0.5% per week
100	0	0	23,300	0
50	15	2.14	11,650	124.65 (233*50*2.14*.005)
50	25	3.57	11,650	207.95 (233*50*3.57*.005)
200				332.6

6.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Contractor in the event of breach of this Agreement or for recovery of liquidated damages specified in Clause 6.2.

6.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 6.2, warning may be issued to the Contractor for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

Successful bidder will make and ensure all necessary arrangements to maintain the reliable operation of Concessionaire Sales Tracking System throughout the contract period. The failure should be near to Zero. In case any failure occurs, which is attributable to the successful bidder, it should be rectified within the timelines stipulated in SLA, failing which penalty as per the provisions of SLA shall be deducted from the bill, subject to maximum of 10% of total contract value. The acceptance of valid reasons for non-compliance to above shall rest with competent authority of CHIAL and the decision of CHIAL with regard to imposition of fine shall be final. The fine shall be recovered from the running bills/performance bank guarantee of the successful bidder.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 7.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

8.2 Dispute Resolution

- 8.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.3.
- 8.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

8.3 Mediation

All disputes, at the first instance, as and when raised by any of the parties shall be referred to mediation to be conducted by Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per CHIAL 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.

8.4 Arbitration

- 8.4.1 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 CEO/Chairman/Member, AAI/CHIAL, after obtaining consent of the other party, as per format annexed at **Annexure-4**.

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.

- 8.4.2 For the purpose of the above 'Initial Statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal under Clause 8.4.1 (a) & (b) above.
- 8.4.3 The arbitrator shall make a reasoned award (the **"Award"**). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.
- 8.4.4 The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- 8.4.5 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.

9. SET-OFF CLAUSE

In the event of a default or breach in payment of any amount due with the licensee (Contractor) of whatever nature as per the provision of this contract, CHIAL 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 (Contractor), by set-off and apply any or all amount at any time held with CHIAL 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 (Contractor) with CHIAL. This is without prejudice to any rights and remedies available with CHIAL to recover the dues from licensee (Contractor) as prescribed by Law.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of Contractor:

(Signature)

(Name) & (Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

(Signature)

(Name) & (Designation)

(Address)

In the presence of:

- 1.
- 2.

Terms of Reference

1. OBJECTIVE:

To engage a Service Provider for Supply, Installation, Testing and Commissioning (SITC) and Management work of Concessionaire Sales Tracking through EPOS Integration method for commercial facilities (like F&B, Retail etc.) across the SBS International Airport.

2. SCOPE OF WORK

The purpose of the tender is to build, deliver, operate and maintain a Concessionaire Sales Tracking System (CSTS) with the ability to seamlessly collect and store sales data on real- time basis from concessionaires for providing reports and analytics to CHIAL Commercial team and leadership.

CHIAL has concessionaires using multiple Point of Sales (POS) systems having varied hardware and/or software configuration/specifications at every Airport. The selected solution should be able to capture automatically/seamlessly from the various concessionaire's Point of Sales systems. The data capture process should be an industry standard method with very high level of reliability, data security and data accuracy with minimum user intervention.

The detailed Scope of Work is as follows:

Provision of Airport Retail Solution Data Consolidation – Compliance Matrix		
Section	No.	Requirement
Solution Requirements	1	
Concessionaire Sales Data Capture Strategy	1.1	Concession Sales Data Capture Strategy
	1.1.1	The Service Provider (Vendor) should be able to develop a concession sales data capture strategy for the use of CHIAL Commercial team and in discussion with key members of the CHIAL commercial team
	1.1.2	The strategy that will be prepared will be based on solution components and features of the proposed solution. The intent of this strategy is to ensure that the documents form an integral part of existing concession contracts and future concession contracts of CHIAL Commercial to ensure concession buy-in.
	1.1.3	The vendor should be able to provide best practices from other airports or malls that can be used to develop the concessionaire Sales Data Capture Strategy subject to provisions of Non-Disclosure Agreement with other airports or malls.

Concessionaire Sales Data Capture Strategy	1.2	Concession Sales Data Capture Solution
	1.2.1	The proposed solution should be able to work with a wide range of industry standard retail POS solutions. The details of some of the EPOS systems currently being used by CHIAL concessionaires is enclosed at Appendix-11. However, the list is non-exclusive and the vendor should be able to integrate with other type of EPOS systems also.
	1.2.2	The proposed solution should be able to also interface and work with non-industry standard POS vendor solutions to extract POS related transactional data.
	1.2.3	The proposed solution should be able to provide options of methods through which Point of Sale data capture would be possible rather than providing only one method. Methods should include API's or connectors, Port Scanning, Printer Interfaces as a minimum.
	1.2.4	The proposed solution should be able to provide a medium through which concessionaires who use non-POS (E.g. Web Based) Solutions to run their business (example: Rent A Car companies, Lounges, Spa's etc.) will be able to provide their sales data in near real time method. This medium should be on an industry accepted standard.
	1.2.5	The proposed solution architecture of POS and Non-POS Data Capture should be clearly specified in the context that a number of concessionaires operate on their dedicated private VLAN's within the airport-wide network.
	1.2.6	The proposed Service Provider needs to provide an alternative for small concessionaires who may not traditionally have their own Point of Sale solution. These alternatives could be a Point of Sale solution or a PC based software solution for them to record their sales with the facility for CHIAL to obtain their sales data. In such case, the concessionaire shall bear the cost of the alternate solution provided by the Service Provider.
	1.2.7	The effort to capture the data in the proposed solution should be minimal and once established, there should be no manual interference either by the Concessionaire and CHIAL to ensure that data integrity is maintained. It shall be the responsibility of the Service Provider to ensure the data integrity in the proposed solution.
	1.2.8	The solution should have the capability of performing Concession Sales Data verification/audit based on defined criteria and to identify gaps. For example: Duplication of Check Numbers, Missing Check numbers etc.

	1.2.9	The solution should also be able to perform essential data validation to eliminate errors in uploads, including removing duplications through proper work flows which would be subject to CHIAL internal audits. Error handling methods should include notification (preferably by email) to a defined set or parties which will specify the records that are in error including the reason why the record is flagged as an error.
	1.2.10	The solution should contain a robust error handling mechanism to trap data or system related errors and notify specific set of users for review and rectification. The transaction type and discount, if any, should be included in the POS data collection method.
	1.2.11	<ul style="list-style-type: none"> i. The Service Provider shall run the Concessionaire Sales Tracking System on a cloud platform and deploy the application as a service. ii. The cloud subscription shall be ongoing for a period of seven (07) Years (further extendable by 3 years) with a 99.99% service uptime; iii. Cloud shall be Ministry of Electronics and IT, Govt. of India empaneled cloud service provider. It is recommended to use VPC or GCC. iv. Two different locations such as Data Centre (DC) and Data Recovery (DR) are required for deployment of application. In case DC fails, DR site will automatically start the services without much delay. So, the Service Provider shall specify cloud platform for DC & DR. DC & DR shall not be in same location. v. The Service Level Agreement (SLA) as enclosed herewith as Annexure-2 need to be maintained in case of non-availability of services during contract period.
	1.2.12	The Service Provider shall be responsible to provide documentation, appropriate training to all the users (in consultation with CHIAL Commercial) and provide support and maintenance to the solution. The Service Provider shall submit the training document prior to imparting training. The documents will be verified and approved by CHIAL.

	1.2.13	The Service Provider shall maintain a Business Continuity Plan and in the event of Disaster, take the necessary actions consistent with the Business Continuity Plan and Good Industry Practice to restore any disrupted Services, including the Software, the Solution, the Equipment, the Data Centre, the Server and/or the System as quickly as possible. The SLA as enclosed herewith as Annexure-2 need to be maintained in case of non-availability of services during contract period.
	1.2.14	The solution offered for the Concessionaire Sales Tracking System must be device-agnostic and network-agnostic. It must be accessible by multiple users from multiple locations, all across CHIAL. Airport should be able to view the data and reports (on its respective dashboard) generated at the Airport. CHIAL should be able to view the data and reports (on its respective dashboard) for SBS International Airport and CHQ (if required) should be able to view data and reports (on their respective dashboard) for SBS International Airport.

	1.2.15	Solution sends alerts (preferably by email) to the authenticated users in the event automatic reporting is not carried out due to application error/ network failure.
	1.2.16	Eliminating paperwork and the manual aspects of sales data collection. Identify best performers and slow movers. Facilitate to increase revenues by allowing commercial teams to compare performance reports/ KRI achieved month by month or defined duration. MIS report shall be provided by the Service Provider whenever it is requested by CHIAL. Parameters of MIS report will be defined by CHIAL and CHIAL reserves the right to change/ modify the parameters of MIS report at any point of time. The data would be flown to a web interface through which CHIAL shall access and extract reports on need basis.
	1.2.17	Visual trending – The solution must offer easy to use, custom interface and provide customized report generation with visual charts and graphs, key performance indicator (KPI) viewers and dashboards. Provision should be made for customization of reports by CHIAL officials through admin login.
	1.2.18	Manage by exception – The solution must automate business decisions by providing one-click access to all of the key sales reports. Use exception conditions to quickly draw attention of the decision makers. There shall be provision to notify the CHIAL in case of occurring of exception conditions.

Operational Standard Reporting Minimum Requirements (Real Time)	1.3	Operational Standard reporting Minimum Requirements (Real Time)
	1.3.1	Daily Sales Transactions by Concessionaire
	1.3.2.	Category-wise Sales by concessionaire and by outlet
	1.3.3.	Nationality-wise Sales by concessionaire and by outlet (if required)
	1.3.4	Actual Sales vs. Budget vs. last year by Concessionaire, Product Category and Outlet
	1.3.5.	The above minimum reporting requirements should be capable of being run using and not limited to the following parameters:
		1. Product/category/brand/supplier

		2. Nationality
		3. Outlet/POS Machine ID
		4. Airline/ Flight Number
		5. Date/ period Boundaries and Ranges (Hour, Day, PTD, MTX, YTD and yearly)
		6. Time of Sale/ Ranges
		7. Originating, terminating, arriving transfers and departing transfers
	1.3.6	The solution shall have the capability of exporting and downloading reports based on desired criteria and parameters to other formats that shall include but not be limited to Excel, PDF, CSV and HTML.
	1.3.7	The data collected from the concessionaire service points (PoS terminals) received in the Cloud Platform would be owned by CHIAL and cannot be used by the Service Provider for any other purpose without prior written permission from CHIAL. All data access permissions shall be with CHIAL. They shall be able to integrate with all the PoS software used in the Airport by different concessionaires. Vendor shall copy all the data to CHIAL DC and DR at the frequency and in the format desired by CHIAL from time to time. After the termination of the contract, all the data shall be deleted from Service Provider's systems.
		As backup system will be available in CHIAL premises (CHIAL DC and DR), the Service Provider shall share the storage and network bandwidth requirement of such backup system with CHIAL DC team. Backup shall be carried out automatically without any manual intervention.

	1.3.8	<p>Service Provider shall ensure that no concessionaire is able to bypass the Service Provider's solution by any means and there shall be no leakage and manipulation of the sales data. Service Provider shall do a monthly audit to ensure the same. The Service Provider shall also adhere to Recovery Time Object (i.e. '15' minutes) and Recovery Point Object (i.e. '0' minutes) for the solution. In case internet connectivity is not available then the service provider solution should have provision to store the data locally and once internet connectivity is restored then the locally stored data shall auto sync with the central server. SLA have been defined by CHIAL for monitoring and resolving the issues/concern. Issues has been categorized to minor/ major/ critical and the corresponding resolution times requirements have been defined.</p> <p>Internet connectivity at concessionaire machine is in the scope of concessionaire/ePOS data aggregator. The SLA metrics have been enclosed herewith as Annexure-2.</p>
--	-------	---

	1.3.9	Sales data should be automatically collected without any manual intervention from the POS machines installed by the concessionaires. There needs to be other flexible solutions in case the data cannot be captured from the POS installed by the concessionaires.
	1.3.10	Vendor shall provide the mechanism to closely monitor Concessionaire transactions to prevent revenue leakage to CHIAL. In case any error or variation is detected in the reports submitted by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Vendor, then penalty/ damages shall be applicable as per the provisions of the Agreement.
Integration with Third party system	1.4	Integration with Third Party Systems
	1.4.1	The proposed solution should have a capability to integrate with third party solution providers using industry standard solutions and best practices. Integration with third party systems shall be carried out by the Service Provider without any additional cost. Typical third-party systems would include and not be limited to the following:
		8. Airport Operations Data Base for Flight Schedules, Movements and Gate/ stand information
		9. Beacon and other footfall measuring technologies
		10. Loyalty systems used by concessionaires

	1.4.2	The application shall provide point-to-point/ direct interface from the concessionaire POS. In case Service Provider doesn't have the ready-made integration with a particular PoS software system, then it shall do the integration with the concessionaires PoS system by taking necessary required measures and ensure such integration within the timeline as mentioned in the tender document, failing which, penalty may be levied as per the provisions of NIT. Concessionaire/ePOS data aggregator will ensure availability of internet connectivity at the outlets.
Dashboards & KPI's	1.5	Dashboard & Reporting
	1.5.1	The Service Provider shall provide all the default reports in their comprehensive format the application supports. The solution should allow slicing and dicing data by parameters along with visual trending. The report shall include the following parameters, which are not exhaustive reporting fields/ data points to be captured from all the concessionaires:
	1.5.2	Concessionaire Performance Analysis

		11. By Concessionaire Type
		12. By Product Category (with category identification and description)
		13. By Periods (current Year vs. Previous Year, YTD, Period to Date)
		14. By Terminal, Zone, Store Location etc.
		15. Category Wise performance – 12 month rolling index
		16. Time series reporting and analysis-hourly, daily, monthly, quarterly, yearly etc.
		17. Trading Density across periods
		18. Concession growth Analysis across periods
		19. Revenue Share Reporting
	1.5.3	Promotion Analysis
		20. Performance Analysis before and after promotions
		21. Performance Analysis before and after campaigns
		22. By Terminal and Zone
		23. Time series reporting and analysis-hourly, daily, monthly, quarterly, yearly etc.
	1.5.4	Peer to Peer Performance analysis
		24. By Product category
		25. By concessionaire

		26. By Terminal and zone
		27. Concession growth Analysis across periods
		28. Revenue Share Reporting
	1.5.5	Buyer Behavior Analysis
		29. Footfall Analysis by Concessionaire, nationality, time of day, flight number, Location, Terminal, Zone, Store Location, etc.
		30. Buyer Behavior i.e. Most Sold SKU's by concessionaire, nationality
		31. Passenger Spend Rate
Architecture and Infrastructure	1.6	Architecture and Infrastructure
	1.6.1	The Service Provider needs to provide the specifications of Cloud Platform of the proposed solution. Whenever required, the Service Provider shall also need to provide the access of Cloud Platform of the proposed solution to CHIAL.
	1.6.2	The Service Provider needs to provide the following architectural components needed for the proposed solution:

		32. Proposed Architecture Tiers – Example: Web- Application – DB or Application – DB etc.
		33. Any middleware Platform proposed by the Service Provider for the proposed solution.
		34. Network Architecture of the proposed solution.
		35. Security Architecture including consideration of the encrypted data transfer across multiple VLAN's. The Service Provider shall propose security architecture of provided solution and shall ensure implementation with proper documentation. Also, Service Provider shall be liable for security compliance issued by CHIAL or any government organization time to time.
	1.6.3	The solution should also be adaptable to future changes in Concessionaires/ POS machines. Any modification suggested by CHIAL in the provided solution should be rolled out without any additional cost.
	1.6.4.	The Service Provider should provide alternative method of capturing/ loading data into the POS database in the event of system outage of the concessionaire systems.

	1.6.5.	The Service Provider needs to provide assurances to CHIAL and its concessionaires in relation to the security which the system offers in protecting the data/ method of transfer shared by concessionaires. The Service Provider shall need to submit the applicable certification(s) in respect of security and performance (such as SSL, CERT-In, GIGW etc.) of the proposed solution. The vendor should sign a Non-Disclosure Agreement (NDA) with CHIAL in order to protect the data integrity/ security and to ensure that data shall not be shared to any third entity without CHIAL confirmation.
Support and Maintenances	1.7	Support and maintenance
	1.7.1	The Service Provider shall detail the warranty period of the provided solution. All the software/ hardware licenses shall be procured on the name of CHIAL, with support services from OEM during whole duration of the contract period. All software, hardware and licenses utilized in solution shall be upgraded to newer versions as required without any cost to be borne by CHIAL. All software, hardware and licenses shall be upgraded at least 3 months in advance before they go out of support by OEM. The Service Provider shall provide Support and Maintenance during whole duration of the contract period.
	1.7.2	The Service Provider shall identify all the support and maintenance activities that will be covered during the contract period.

	1.7.3	The Service Provider shall detail the Support and Maintenance structure during the contract period. This shall include support contracts, response time and resolution times, support escalation matrix, bug fix management and any other information that is deemed relevant. The integration, support and maintenance may be provided online or onsite. However, wherever required, the selected bidder has to deploy their personnel onsite to perform the obligations under the Scope of Work.
	1.7.4.	The Service Provider shall incorporate the enhancements, updation/ changes, new reports, new dashboards and KPT's as well as deployments needed for new concessionaires' port go live of the solution footprint as desired by CHIAL. This cost should be bundled along with the project.

	1.7.5.	<p>The Service Provider shall provide a method/ tool for performing regular Health Checks on the application (both on concessionaire POS machines as well as cloud-side system).</p> <p>Service Provider shall ensure 24x7 operation of all related hardware and software components. Alert (preferably by email) should be sent to CHIAL whenever the system goes down and gets restored. In case of failure of these components, SLA shall be imposed to agency. This activity shall be a part of support and maintenance service and no additional cost shall be paid to vendor for the same.</p> <p>Service Provider shall bring a tool to monitor the health of the solution. CHIAL shall have the admin level access on the tool.</p>
Auditing and Monitoring	1.8	Auditing and Monitoring
	1.8.1	The LIVE data captured should automatically trigger information to the airport on any revenue leakages. Email notifications should be sent to CHIAL in such cases as per CHIAL requirement.
	1.8.2	Any missing transactions or any data should be captured and a log or report to be made on a daily basis. The Service Provider should be able to manage scenarios where downtime/manual billing scenarios that may occur during the tenure and prepare protocols so that there is no revenue leakage.
	1.8.3	<p>Act upon and resolve the issue within one day (24 hours) of its occurrence, in co-ordination with Concessionaire, if:</p> <ul style="list-style-type: none"> (a) There is a Network Breakdown (b) POS Software Problems (c) POS Software update (d) POS Hardware Problems (e) Change of POS Hardware or Software. <p>Resolution of issue shall be subjected to SLA adherence. In case of failure, penalty may be imposed to Service Provider. In case of any breakdown, system shall be restored from last breakdown point. Provision to trigger information needs to be in place in case of any breakdown. The Service Provider shall ensure patches installed at concessionaire system in running 24x7</p>

	1.8.4	<p>It is expected that the proposed solution shall meet the following functional requirements:</p> <ul style="list-style-type: none"> a. Provides the ability to CHIAL to ensure monitoring of sales effected by the retail outlets, F&B outlets and other service outlets, thus ensuring compliance with the Retail/ F&B/ service contracts. b. Allows sales data from the concessionaire's to be centrally collected, analyzed, reported on, audited and used for invoicing of revenue-sharing concessions. c. Solution shall provide sales Management Information System ('MIS') reporting.
	1.8.5	<ul style="list-style-type: none"> i. At the time of Go Live of the solution, the Service Provider shall demonstrate the operationalization of the solution to CHIAL in terms of sales reports generated as required for airport, RHQ and CHQ. ii. The Service Provider shall be required to obtain a certificate from CHIAL on successful integration (Go Live) of EPOS machines of concessionaires at the airport.
Modularity & Scalability	1.9	Modularity and Scalability
	1.9.1	<p>Modularity:</p> <ul style="list-style-type: none"> i. The application must be modular to allow implementation of the additional functionalities without adversely affecting the overall system solution. ii. Ability to enhance the application and implement turnkey solution in future.
	1.9.2	<p>Scalability:</p> <p>The system should be scalable to support an increase in the volume of concessionaires' and POS terminals at the Airport.</p> <p>The vendor is expected to operate a number of EPOS on need basis, from a minimum of 28 EPOS machines which can be scaled up to 60 EPOS machines as per requirement of CHIAL. However, there could be a situation when the no. of EPOS machines is less than 28. In such case, the billing shall be on pro-rata basis for the actual number of EPOS machines operational.</p> <p>If at any point of time the number of EPOS machines is more than 60. In such case, the billing shall be on pro-rata basis for the actual number of operational EPOS machines integrated and managed by the vendor. The EPOS machines to be integrated under this project would be spread across multiple agencies across the airport.</p>

3. **DELIVERY AND PAYMENT SCHEDULE:**

- a. The Contractor shall complete the SITC and integration work as stipulated in clause 2.2 of the Contract Agreement.
- b. The charges for SITC and integration work shall be applicable w.e.f. the commencement of contract period for the actual number of machines integrated. The Contractor shall raise the bills on monthly basis for Airport, concessionaire- wise and POS-wise to the Authority. *The Contractor shall submit SLA reports along with bills on monthly basis.* The bill shall be raised inclusive of the following particulars:

S. No.	Description of Work/ Item(s)	Quantity of EPOS machines	Rate per EPOS machine	GST applicable @ __ %	Total amount inclusive of GST (Rs.)
	Name of Concessionaire and Name of Airport	___ nos.	Rs. _____	Rs. _____	Rs. _____

- c. The rates are inclusive of all taxes, duties, cess, fee, royalty charges, etc. levied under any statute, but excluding GST at the rates declared by the Government of India. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. However, if any existing tax is increased or decreased or any new tax imposed/ abolished by government, then the same shall be reimbursed /adjusted accordingly.
- d. The penalty (if applicable) due to non-compliance of SLA or any damages attributable to the Contractor shall be computed and deducted from the bill amount for that particular month.
- e. CHIAL shall cause the payment due to the Contractor, after deduction of penalty and damages (if applicable), to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date").
- f. The Contractor is expected to operate a number of EPOS on need basis, from a minimum of 28 EPOS machines which can be scaled up to 60 EPOS machines as per requirement of CHIAL. However, there could be a situation when the number of EPOS machines is less than 28. In such case, the billing shall be on pro-rata basis for actual number of EPOS machines operational. If at any point of time the number of EPOS machines is more than 60. In such case, the billing shall be on pro-rata basis for the actual number of operational EPOS machines integrated and managed by the vendor.
- g. The concessionaires whose EPOS machines shall need to be integrated to the Concessionaire Sales Tracking System may be located at different locations within the airport. The agency shall have to cover all the retail areas with automatic and seamless real-time sales data collection from concessionaires Point of Sale to enable exact sales reporting that is accessible to the authorized CHIAL officials.
- h. The agency has to raise bills on the basis of per EPOS per month charge and the same shall be fixed for the whole duration of the contract. In case any commercial outlet is changed by CHIAL or concessionaires during this period, then the Contractor will provide the connectivity to the new location and the down time for this activity if any shall be free from

any billing to that outlet.

- i. The Contractor shall issue GST compliant tax invoice to CHIAL as prescribed in the Section 31 of CGST Act read with Rule 46 of CGST Rules, bearing the IRN and QR code, if applicable. The Contractor shall be required to provide the description, HSN code, tax type and tax percentage in the invoice.
- j. If any payment is to be made to the third parties by the Contractor for procurement of goods/services with respect to this work of CHIAL, then the tax invoice should be in the name of the Contractor (as there is no agreement between the third parties & CHIAL). The Contractor will avail the ITC and then raise the Tax Invoice in the name of CHIAL and charge GST for the services provided so that CHIAL can avail the benefit of ITC credit.
- k. In case of supply of goods and services involving multiple business place/ State, Invoices have to be issued for each business place/state separately by the Contractor (if located in India). The invoice for the supply of the mentioned goods and/or services has to be raised in pursuance of Section-31 of CGST Act to the concerned unit of CHIAL, which has actually received such supply, implying thereby that where the goods/ services are supplied to a unit, the invoice must be raised to such unit.
- l. To avoid complicity in processing of payments, the following should be complied with:
 - i. For running bills, the Contractor will have to submit an undertaking in the prescribed format stating that GST liability pertaining to invoices issued by them will be discharged by filing GSTR-3B return within the time limits prescribed in GST provisions. The Contractor also has to provide the copy/screenshot of the relevant invoice as appearing in GSTR-1/IFF (Invoice Furnishing Facility). On the basis of the aforesaid undertaking, the payment along with GST will be released to the Contractor.
 - ii. In case of 1st & final bill/final running bill, GST component will be released only after the same is reflected in GSTR-2B.

4. PERIOD OF CONTRACT:

The contract period for SITC and Management of the Concessionaire Sales Tracking System shall be 07 years, further extendable by 03 years subject to mutual agreement. The contract period of 07 years will commence from 91st day from the date of completion of Incubation Period.

5. **Non-Disclosure Agreement:** The Contractor shall execute a 'Non-Disclosure Agreement (NDA)' attached as ***Annexure-3 of Appendix-1*** on Rs.100/- non-judicial stamp paper in original with this Agreement.
6. The Authority reserves to itself the right to change the location or quantity of EPOS machines for integration. In such a case, the Contractor shall be bound to decommission such EPOS machines within the stipulated time conveyed by the Authority and submit the data of such outlets to the Authority. The entire expenditure on such work shall be borne by him and the Contractor shall not be entitled to claim any compensation or revision in the integration charges on that score.
7. (a) The Contractor shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this contract or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his contract or any part thereof.

(b) The Contractor shall use the data collected from the EPOS machines of Concessionaires only for the purpose indicated in this agreement and for no other purpose whatsoever.

8. **Service Level Agreement:**

The contractor shall adhere to the SLA parameters as specified in ***Annexure - 2.***

1. **SERVICE LEVEL AGREEMENT**

1.1. **SERVICE LEVELS:** This section describes the service levels to be established for the Services offered by the Contractor/ Service Provider to CHIAL. The Contractor shall monitor and maintain the stated service levels to provide quality service to CHIAL.

1.2. **Definitions:**

- a. **"Scheduled Maintenance Time"** shall mean the time that the System/ Solution is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime with the prior permission of CHIAL.
- b. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the CHIAL shall be 24x7x365.
- c. **"System or Application downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation time but outside the scheduled maintenance time and measured from the time a call is logged with the Supplier team of the failure or the failure is known to the Supplier from the availability measurement and monitoring tools to the time when the System is returned to proper operation.
- d. **"Availability"** means the time for which the services and facilities are available for conducting operations on the CHIAL system, including application and associated infrastructure. Availability is defined as:

$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%.$$
- e. **"Helpdesk Support"** shall mean the 24x7x365 basis support center which shall handle Fault reporting, Trouble Ticketing and content updating and management support enquiries during this contract.
- f. **"Incident"** refers to any event/abnormalities in the functioning of any of the IT Equipment's/ Services that may lead to disruption in normal operations of the Concessionaire Sales Tracking System.
- g. **"Bugs and Issue"** refers to problem reported on the software or the services. Bugs and Issue can be categorized in following categories.

1.2.1. **P0 - Critical:** The issue affects critical functionality or critical data of the solution. CHIAL is not able to use the required feature or functionality. Such issue generally does not have a workaround. Example: Failure of a feature, DB failure, Backup, application not responding etc.

SLA for Resolution: 2 hours

1.2.2. P1 - Major: The issue affects major functionality or major data. It has a workaround but is not obvious and is difficult. Example: Feature is partially working or with some work around.

SLA for Resolution: 12 hours

1.2.3. P2 - Minor: The issue affects minor functionality or non-critical data. It has an easy and obvious workaround.

SLA for Resolution: 1 day

2. Interpretation & General Instructions:

2.1. Availability of solution should be 24x7x365.

2.2. The SLA parameters shall be monitored on daily basis as per the individual SLA parameter requirements. The Contractor is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the subsequent sections below, it shall result in a breach of contract and invoke the penalty clause.

2.3. A Service Level violation will occur if the Contractor fails to meet Minimum Service Levels, as measured on a monthly and Quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the Contractor on monthly basis in the CHIAL suggested format and a review shall be conducted based on this report. The said report shall contain the summary of all incidents reported and associated Contractor performance measurement for that period.

2.4. The SLAs will prevail from the start of the contract. In case the service levels cannot be achieved at service levels as defined in the subsequent sections, it shall result in a breach of contract and invoke the penalty clause. Payments to the Contractor are linked to the compliance with the SLA metrics laid down in clause 3.5. The penalties will be computed and calculated as per the computation explained in the aforementioned clause. These requirements shall be strictly imposed and either CHIAL or a third-party audit/certification agency shall be deployed for certifying the performance of the Service Provider against the target performance. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of all the parties i.e. CHIAL and Service Provider.

3. Measurement of SLAs:

3.1. The Service Provider must submit the resolution report at the end of every month which is to be shared with CHIAL on monthly basis. CHIAL will verify the report and calculate the number of anomalies cleared during the month.

3.2. Wherever required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the Service Provider on a monthly basis, in the formats as required by CHIAL.

3.3. CHIAL reserves the right to appoint Third Party for the audits based on the audit

reports performed by the Service Provider on quarterly or half yearly or yearly basis. Audits will normally be done on regular basis or as required by CHIAL and will be performed by CHIAL officials or by CHIAL appointed third party agencies. Service Provider shall make provision that requisite permission is given to the Third-Party Agency for carrying out the audit process on regular basis.

- 3.4. Service Provider should adhere with RTO* of 15 minutes and RPO** of Zero (0) minutes. For each failure of RTO and RPO during the contract period, penalty will be evaluated by CHIAL and same will be imposed to Service Provider.

*Recovery Time Object (RTO) often refers to the quantity of time that an application, system and/or process, can be down for without causing significant damage to the business as well as the time spent restoring the application and its data.

**Recovery Point Objective (RPO) is a measurement of time from the failure, disaster or comparable loss-causing event. RPOs measure back in time to when your data was preserved in a usable format, usually to the most recent backup.

3.5. Measurement Details for SLA:

Service Level Description	Severity of Violation	Measurement	
Solution Uptime and resolution of bugs, issues.	High	Availability of solution shall be at least 99.9% This service level will be monitored on monthly basis.	
		Availability over the month	Violations for Calculation of penalty
		Uptime >99.9% and Issue resolution SLA met for P0 to P2 > 99.9%	Nil
		Uptime >98% and <=99.9% or Issue resolution SLA met for P0 and P1 between 99% and 99.9% or Issue resolution SLA met for P2 between 98% and 99.9%	2% of monthly charges of the affected EPOS machine(s)
		Uptime >96% and <=98% or Issue resolution SLA met for P0 between 98% and 99% or Issue resolution SLA met for P1 to between 96% and 98%	5% of monthly charges of the affected EPOS machine(s)

		Uptime >95% and <=96% or Issue resolution SLA met for P0 <=98% or Issue resolution SLA met for P1 to <=95%	10% of monthly charges of the affected EPOS machine(s)
		Uptime <=95%	Breach of Contract
		Amount of Penalty for the SLA during the contract period can be recovered from PBG or running quarter payment. Thereafter, Service Provider needs to submit PBG as per the agreement. The system should be available all the time. The system should made available as per RTO & RPO defined above for downtime.	

Note: In case, non-compliance for the uptime and issue resolution falls into two different categories of penalty, then higher amount of the penalty shall be paid by the Service Provider. Further, if the downtime affects the complete system, then penalty shall be applicable in respect of all the EPOS machines for that particular month.

4. VIOLATIONS AND ASSOCIATED PENALTIES:

- 4.1 The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.
- 4.2 Penalty shall be applicable on the Service Provider only for the cases where the noncompliance for the uptime and resolution of issues in Sales TrackingSystem is attributable to the Service Provider. The attribution or otherwise would be determined as per the report/comments of team of CHIAL officials or any other expert/officials engaged by CHIAL. The team may comprise of two officials, one from Commercial Dept. and one from the Dept. handling IT work (IT, Airport Systems, Electronics etc.) to be constituted by Airport Director/CEO. The acceptance of valid reasons for non-compliance to SLA shall rest with CHIAL and the decision of CHIAL with regard to imposition of penalty shall be final. The penalty shall be recovered from the running bills and/or performance bank guarantee of the Service Provider.
- 4.3 A three-monthly performance evaluation will be conducted using the Quarterly reporting periods of that period.
- 4.4 **Penalty Calculations.** The framework for Penalties, as a result of not meeting the Service Level Targets is as follows:
 - 4.4.1 The performance will be measured for each of the defined service level metric against the minimum/ target service level requirements and the violations will be calculated accordingly.
 - 4.4.2 Penalties, if any, for non-compliance of SLAs; shall be adjusted in the same or next quarter. The Final payment will be released after all SLA deductions

Note: It is to be noted that if the overall penalty applicable for any of the review period during the contract exceeds 25% of the quarterly payment or if the overall penalty applicable for any of the successive Quarterly periods during the contract is above 15%; then CHIAL shall have the right to encash the Performance Security or terminate the contract or both.

5. ESCALATION MATRIX

For the purpose of registration of service requests or escalation of any service-related issue or request in respect of the SITC and EPOS integration work, the contact details for support to be provided by the Service Provider as follows:

Priority Level	Level 1	Level 2	Level 3
Time from incident or request	0 to 30 mins	30 mins to 90 mins	> 90 mins
P0 - Critical			
	0 to 3 hours	3 hours to 9 hours	> 9 hours
P1 - Major			
	0 to 6 hours	6 hours to 18 hours	> 18 hours
P2 - Minor			

NON-DISCLOSURE AGREEMENT

Data Security and Obligations of the Service Provider/ Contractor

1. Service Provider acknowledges and agrees that, in the course of its engagement by CHIAL and its licensees/concessionaires, Service Provider may receive or have access to critical business and sales information. Service Provider shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of this Information under its control or in its possession by all [Authorized employees/Authorized persons]. Service Provider shall be responsible for and remain liable to CHIAL and its licensees for the actions and omissions of all Authorized persons that are not Authorized employees concerning the treatment of business information as if they were Service Provider's own actions and omissions.
2. In recognition of the foregoing, Service Provider agrees and covenants that it shall:
 - a. Keep and maintain all sales data information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure.
 - b. Use and disclose business and sale information solely and exclusively for the purposes for which the Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available this Information for Service Provider's own purposes or for the benefit of anyone other than CHIAL, in each case, without CHIAL's prior written consent; and
 - c. Not, directly or indirectly, disclose business and sales Information to any person including its Authorized Employees/Authorized Persons, including any subcontractors, agent, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from CHIAL [unless and to the extent required by Government Authorities] or as otherwise, to the extent expressly required, by applicable law [in which case, Service Provider shall (i) notify CHIAL before such disclosure; (ii) be responsible for and remain liable to CHIAL for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Business and Sales Information as if they were Service Provider's own actions and omissions].
3. Service Provider represents and warrants that its collection, access, use, storage, disposal and disclosure of Business and Sales Information does and will comply with all applicable Local, State and Central laws and Information Technology Act 2000 as well as all other applicable regulations and directives.
4. Without limiting Service Provider's obligations under above paras, Service Provider shall implement administrative, physical and technical safeguards to protect Business and Sales Information that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Business and Sales

Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

5. If in the course of its engagement by CHIAL, Service Provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Service Provider shall at times remain in compliance with the Data Security Standard at Service Provider's sole cost and expense.
6. Service Provider agrees to cooperate with CHIAL's handling of the matter including without limitation:
 - a. Assisting with any investigation;
 - b. Providing CHIAL with physical access to the facilities and operations affected;
 - c. Facilitating interviews with Service Provider's employees and other involved in the matter; and
 - d. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise.
7. Service Provider shall take steps for immediate remedy for any Security Breach and prevent any further Security Breach at Service Provider's expense in accordance with applicable privacy rights, laws, regulations and standards. Service Provider shall reimburse CHIAL in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation. Service Provider shall do a security audit from a Cert-In empaneled vendor. Service Provider shall inform CHIAL in case of any security or data breach has happened and shall also submit the monthly reports for the same.
8. At any time during the term of this Agreement at the CHIAL's [written] request or upon the termination or expiration of this Agreement for any reason, Service Provider shall instruct all Authorized Persons to promptly return to the CHIAL all copies, whether in written, electronic or other form or media, of Business and Sales Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the CHIAL that such Business and Sales Information has been returned to CHIAL or disposed of securely. Service Provider shall comply with all directions provided by CHIAL with respect to the return or disposal of Business and Sales Information.
9. Service Provider shall defend, indemnify and hold harmless CHIAL and its licensees, respective officers, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any CHIAL Indemnatee arising out of or resulting from Service Provider's failure to comply with any of its obligation.

10. Patents, Successful Bidder's Liability and Compliance of Regulations:

- a. Service Provider shall protect and fully indemnify CHIAL from any claims for infringement of patents, copyright, trademark, license violation or the like.
- b. Service Provider shall also protect and fully indemnify CHIAL from any claims from Service Provider's workmen/employees, their heirs, dependents, representatives etc. or from any person(n) or bodies/companies etc. for any act of commission or omission while executing the order.
- c. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the CHIAL from any claims/penalties arising out of any infringements and indemnify completely CHIAL from any claims/penalties out of any infringements.
- d. All the system upgrades/patches shall be provided free of cost during the contract period, which includes support period with latest updates.

Format CONSENT LETTER

To

**The CEO
New Civil Air Terminal
SBS International Airport, Chandigarh**

**Subject: Request for appointment of arbitrator under Clause___ of the agreement
dated _____ for _____.**

Madam/Sir,

1. We state that _____ (contractor/agency) was awarded work/ concession of _____ at SBS International Airport through Award Letter no. _____ dated _____.
2. Dispute related to ____ arose between us (contractor/agency) and CHIAL.
3. The settlement on the following claims/disputes was not reached between the parties:
 - i.
 - ii.
 - iii.
4. (If applicable) Dispute(s) was referred to Mediation as per CHIAL Mediation Policy on _____ (date).
5. A concise statement along with claim in respect of each of such disputes is attached herewith.
6. In view of the above, we invoke arbitration under clause _____ of the _____ agreement between us and CHIAL 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/CEO AAI/CHIAL to appoint arbitrator from AAI/CHIAL's panel of arbitrators.
7. I/We also give my/ our consent for appointing any of an arbitrator from AAI/CHIAL's approved panel of arbitrators, as per paragraph-5 above.

Thanking You

(_____)

Authorized Representative of _____

Encl: As Above

Format: Performance Security (Bank Guarantee)

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

To,

The CEO
New Civil Air Terminal
SBS International Airport, Chandigarh

1. In consideration of the CEO, Chandigarh International Airport Limited (the "CHIAL"), established under the Indian Company Act, 1956 represented by its Chairman/CEO, (hereinafter referred as the Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to M/s _____ having its registered office at _____ and having a corporate office at _____ (hereinafter referred as the "SELECTED CONTRACTOR" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the _____ dated _____ valued at _____ (Rupees) _____ (hereinafter referred to as the "Agreement") the assignment for _____, and the "Selected Contractor" having agreed to furnish a Bank Guarantee amounting to _____ to the Authority for performance of the said Agreement.
2. We, _____, a Company incorporated under the Indian Companies Act, 2013, and governed by the Banking Regulation Act, 1949 and having its registered office at _____, and its Corporate office at _____ and having one of its branch offices at _____ (hereinafter referred to as the "Bank") at the request of the "Selected Contractor" do hereby undertake to pay to the Authority an amount not exceeding Rs. _____ Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said "Selected Contractor" of any of the terms or conditions contained in the said Agreement.
3. Now therefore in consideration of the promises aforesaid and at the request of the selected Contractor (*Name of the Contractor*) we, __do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the selected Contractor, any sums of money at any time or from time to time demanded by the Authority on account of the losses, damages etc. caused or that may be caused to the Authority by reason of any breach by the selected Contractor of any of the terms or conditions of the said Agreement and CHIAL shall be the sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees _____) and extended for the amount increased from time to time as aforesaid.
4. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said "Selected Contractor" of any

of the terms or conditions contained in the said Agreement or by reason of the "Selected Contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.

5. We, _____ undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the "Selected Contractor" in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the "Selected Contractor" shall have no claim against us for making such payment.
6. We, _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said "Selected Contractor" and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of seven and half (7.5) years from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
7. We, _____ further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said "Selected Contractor" from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said "Selected Contractor" and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said "Selected Contractor" or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said "Selected Contractor" or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the "Selected Contractor".
9. We, _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
10. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs _____ only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with prescribed format hereof on or within a period of seven and half (7.5) years from the date of this Guarantee.
11. Notwithstanding anything contained herein above:

- a) Our liability under this Guarantee shall not exceed _____.
- b) This Bank Guarantee shall be valid up to _____ and valid for claim up to _____.
- c) The Bank is liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before _____.
- d) The bank shall be relieved and discharged from all its liabilities thereafter irrespective of whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its Authorized Officer, has set its hand and stamp on _____ at _____.

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

Know all men by these presents, we _____ (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Sh./Smt. _____ (Name) son/daughter/wife of _____ aged ____ years and presently residing at _____, who is presently employed with us 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 Bid for the E-Tenders invited by CHIAL for award of Supply, Installation, Testing and Commissioning (SITC) and Management of Concessionaire Sales Tracking System for various Commercial Facilities at SBS International Airport, 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 CHIAL, representing us in all matters before the CHIAL, signing and execution of the contract including the Agreement and undertakings consequent to acceptance of our financial proposal, and generally dealing with the CHIAL in all matters in connection with or relating to E-Tender invited or arising out of our Financial Proposal for the said Work and/ or upon award thereof to us and/or till the entering into of the Agreement with the CHIAL.

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 has executed this power of attorney on this ____ day of _____ 20____.

For _____

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

ACCEPTANCE LETTER

(To be submitted by the Bidder on its Letter Head)

To,

Date: _____

The CEO
New Civil Air Terminal
SBS International Airport, Chandigarh-160003

Sub: Acceptance of CHIAL's Tender Conditions

Sir/Madam,

The tender documents for the **Supply, Installation, Testing and Commissioning (SITC) and Management of Concessionaire Sales Tracking System for various Commercial Facilities at SBS International Airport, Chandigarh** have been provided to me/us by Chandigarh International Airport Limited (CHIAL) and:

1. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents made available to me/ us which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of CHIAL's tender documents in its entirety for the subject work.
4. The contents of Clause 9 (f) of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that CHIAL 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 CHIAL any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by CHIAL.
7. I / We acknowledge the right of CHIAL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor

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

9. I/ We hereby declare that:
 - a. I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by CHIAL.
 - 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 15 of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with CHIAL or any other public sector enterprise or any government, Central or State; and
 - c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clause 15 of the NIT Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/ We do not have any conflict of interest in accordance with Clause 17 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 CHIAL in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above-mentioned work 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 CHIAL or in respect of any matter arising out of or concerning or relating to the tender process including the award of work.
13. I / We confirm having submitted the Tender Processing Fee of Rs. _____ (_____) through NEFT/RTGS to CHIAL as per the bank details in **Appendix - 8**. The copy of payment receipt is attached.
14. I/We confirm having submitted the EMD of Rs. _____ (Rupees _____) through NEFT/RTGS to CHIAL as per the bank details in **Appendix - 8**. 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 this _____ Day of _____, 20____.

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

PARTICULARS OF THE BIDDER

S. No.	Particulars
1.	Name of the Bidder:
2.	Registered Office Address: Telephone: Fax: E-Mail:
3.	Corporate Office Address: Telephone: Fax: E-Mail:
4.	Year of Incorporation/Establishment: In case of Company, attach Memorandum of Association/ Articles of Association
5.	Legal Status: Proprietorship/Partnership/Company/LLP/Statutory Body
6.	Permanent Account Number: (Self-Attested copy to be attached)
7.	GST Reg. No: (Self-Attested copy to be attached)
8.	CIN No in case of a corporate entity:
9.	Name of the Authorized Signatory: Address: Telephone: Fax: Mobile: E-Mail:
10.	Any other relevant information:

(Signature, Name and Designation of the Authorized Signatory)**Name and seal of the Bidder****Dated:** _____**Place:** _____

SELF DECLARATION*(To be submitted by the Bidder on its Letter Head)*

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

1. I/We have completed the following eligible assignments:

S. No.	Name of Work	Name and Address of Client	Location details of the Assignment	Period of Assignment (From - To)	Value of the Project/ Work (Rs.)

(The details should be supported by a brief description of nature of the assignment (on separate sheet) and work completion certificates from client organizations or copy of work order issued by client organization supported by CA certificate confirming work completion and receipt of payment).

2. I/We are not debarred/blacklisted by CBI or AAI/CHIAL or undertakings/Departments like Railways, Defence 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 do not have any conflict of interest as detailed in clause 17 of NIT.
4. All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature with Seal

TURNOVER AND EXPERIENCE CERTIFICATE*(On the letter head of Statutory Auditor/Chartered Accountant)*

We have examined the records of _____ (Name of company/firm) having CIN No./LLPIN/PAN No._____).

On the basis of the records and information submitted to us, we certify the following:

1. The company/firm has experience of _____ years in:
 - i. Supply, Installation, Testing, Commissioning or Management of EPOS solution or e-Commerce solutions or Retail solutions, with/without hardware for the same.

OR

- ii. Supply, Installation, Testing and Commissioning of Sales Tracking Solution through EPOS integration method.

(Clearly specify the category to which experience is claimed i.e. (i) or (ii) as the case may be)

2. The company/firm has completed numbers of eligible assignments in last 7 Financial Years (FY'17-18 to FY'23-24). The details in respect of value of the project/ work received is as follows:

S. No.	Name of Work/ Project	Name and address of Client	Period of Contract	Value of Work/ Project fee received(Rs.), exclusive of GST

3. We have examined the books of accounts and other records of _____ (Name of company/firm) for the Financial Years 2021-22, 2022-23 and 2023-24 ending 31st March. On the basis of the information submitted to us, we certify the following:

Financial Year	Gross Turnover (In INR)	Turnover from Eligible Assignments (In INR)
2021-22		
2022-23		
2023-24		

4. We confirm that the turnover is of the Bidder only and not the composite turnover of the group companies/its subsidiaries/sister concerns.

We have read and understood the experience criteria in NIT dated _____ for “Supply, Installation, Testing and Commissioning (SITC) and Management of Concessionaire Sales Tracking System for various Commercial Facilities at SBS International Airport, Chandigarh” This certificate has been issued to authenticate the above.

(Signature and Stamp of the Statutory Auditor/Chartered Accountant)

Date: _____

Place: _____

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

**RTGS / NEFT DETAILS
OF
CHANDIGARH INTERNATIONAL AIRPORTS LIMITED**

Bank Name	HDFC BANK Limited
Account No.	50200045008946
Account Name	CHANDIGARH INTERNATIONAL AIRPORT LIMITED
IFSC Code	HDFC0000450
Branch Name	HDFC Bank Ltd, SCO-382, Sec-37, Chandigarh

BANK DETAILS OF THE BIDDER

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

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

(Bidder's Name & Signature)

Date: _____

Place: _____

Appendix: 9

The following persons (or any other person appointed as IEM by CHIAL from time to time) shall function as an Independent External Monitors (IEMs) for this pact.

- 1) Sh. Ravindra Singh Rawal, IRS, Principal Commissioner of Income Tax (Retd.)
Address: Flat No. 105, Aradhana Apartments, Sector-13, R.K. Puram, New Delhi-110066
Email: rsrawal12@gmail.com
- 2) Sh. Ranjan Kumar Ghose, IA&AS, Deputy Comptroller & Auditor General (Retd.)
Address: DX-145 Kendriya Vihar, Sector-56, Gurugram-122011
Email: ranjankghose@gmail.com

FORMAT OF INTEGRITY PACT

(To be signed by the Selected Bidder within the Incubation Period after issuance of LOA by the Authority)

This Pact made this _____ day of _____, 20____ between CHIAL, established under the Indian Company Act, 1956 represented by its Chairman/CEO and having its principal office at _____, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, CEO, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

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

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

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

AND WHEREAS the Bidder is submitting a tender to the Authority for _____ in response to the NIT (Notice Inviting Tender) dated _____. Contractor is signing the

contract for execution of _____

NOW, therefore,

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

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

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

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

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor

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

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe,

gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favor or disfavor to any person in relation to the contractor any other contract with the Authority.
- 3.2 The Bidder /Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates/affiliates.
- 3.4 The Bidder/Contactor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder/ Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's Associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s)

and associate(s) whose value of the work contribution exceeds Rs. 0.5 Crores (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

- 4.4 That sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crore (Rupees Zero point five Crore) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/performing any act/function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
- 5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**

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

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

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond,

if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

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

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

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

8. Independent External Monitor(s),

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

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

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

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

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

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

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting

problematic situations.

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

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

12. Pact duration (Validity)

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

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

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

13. Company Code of Conduct

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

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

Buyer Name of the Officer Designation Dept./Ministry/PSU Witness 1. _____ 2. _____	Bidder CHIEF EXECUTIVE OFFICER Witness 1. _____ 2. _____
--	--

Request Letter: Transmission of Bank Guarantee Cover Message

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

Date: _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of CHIAL while transmitting BG cover messages where beneficiary bank is HDFC Bank (IFSC - HDFC0000450).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier **CIARPL** (station specific) in field 7037 of the SFMS cover messages IFN 760, IFN 760 COV, IFN 767, IFN 767 COV while transmitting the same to the beneficiary bank (HDFC Bank – IFSC: HDFC0000450).

Thanking You,

(Selected Bidder)

DETAILS OF SYSTEMS/ SOFTWARE USED BY CHIAL CONCESSIONAIRES

S.No.	Technical Parameter	Details of systems/ software used by CHIAL Concessionaires
1	Operating Systems installed	Windows, Windows 7, Windows 10, Windows 10 IoT, Android, Linux
2	Database Management Systems installed	MS - SQL, Cloud, Excel & PDF, SQL firebird, Vyapar billing software,
3	Application Software used for billing	GINESYS, TPS PRO, GO FRUGAL, EZETAP, Petpooja, Nukkad Shop, Chef Desk, UTH software, LOCALHOST, TP POS PRO, Sellerware, Logic, Vyapar, Restaurant, Logic, MosamBEE, Zwing, Cloud Logic, MS-Dynamics NAV, E Shop, Omni Store, Royal, Genesis, Queuebuster Web, Paytm, Shoper, DAPT, Sellerware, Zwing
4	Internet available at EPOS machines	Internet is provisioned at EPOS machine by Concessionaire

Note: The details of some of the EPOS systems currently being used by CHIAL concessionaires is specified above. However, the list is non-exclusive and the vendor should be able to integrate with other type of EPOS systems also.

Signature Not Verified

Digitally signed by Manpreet Kaur
Date: 2024.12.18 16:16:39 IST
Location: eProcurement System for Central
PSUs

