



SHAHEED SINGH INTERNATIONAL AIRPORT, CHANDIGARH

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

CIN - U63013CH2010GOI031999

GST No- 03AADCC8570B1Z2

Tender For

**License for setting-up and operating Automatic Teller Machine (ATM) Facility
At Shaheed Singh International Airport, Chandigarh**

COST OF TENDER DOCUMENTS - (Non-Refundable) : Rs. 25,000/- (Rupees Twenty Five Thousand Only) inclusive of all taxes

Cost of NIET Document and Earnest money deposit (EMD) is required to be submitted/paid through RTGS/NEFT mode, for which the details are available in the document (refer Annexure H) The bidders must enclose a scanned copy of the UTR number/details of the transaction along-with Technical bids.

Tender Ref. No.: CHIAL/COMML/ATM/TENDER/2024-25/1

Critical Dates:-

Publish Date	All activities listed are through E-portal/online only	18/09/2024
Document Download / Sale Start Date		18/09/2024 1600hrs onwards
Document Download / Sale End Date		10/10/2024 at 1600 hrs
Clarification Start Date		18/09/2024 1600 hrs onwards
Clarification End Date		25/09/2024 1600 hrs
Bid Submission Start Date		18/09/2024 1600 hrs onwards
Bid Submission End Date		10/10/2024 at 1600 hrs
Bid Opening Date (Technical)		11/10/2024 at 1600 hrs
Bid Opening Date (Financial) (Probable)*		25/10/2024 at 1600 hrs

*The above Date & time of opening of financial bids is tentative and is subject to completion of scrutiny of technical bids and other processing work related to bids etc. The final date and time of financial bids shall be updated/intimated separately/ subsequently only to the technically qualified bidders.

Shaheed Bhagat Singh International Airport, Chandigarh

Introduction

Chandigarh International Airport Limited (CHIAL), a joint venture company floated by Government of India (Airports authority of India), Punjab Government (Greater Mohali Area Development Authority-GMADA) and Haryana Government (Haryana Shehri Vikas Pradhikaran (HSVP)) to operate and maintain Shaheed Bhagat Singh International Airport, Chandigarh. The new International Airport is operational w.e.f. 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 towns like Panchkula, Mohali etc. being Gateway to Punjab, Haryana, Himachal Pradesh and Jammu & Kashmir have evolved as the epicenter of economic and political development of North India. It is amongst one of the fastest growing cities in the Country with good per capita income. Chandigarh is also the hub for tourists who wish to explore the north of India.

The new Chandigarh Airport at Mohali 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.

Passenger Traffic Data for last five Financial Years is as follows:

	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20
Domestic Passengers	3570668	3522463	2271233	1370389	2323707
International Passengers	150561	145323	17936	11245	121495
Total Passengers	3721229	3677786	2289169	1381634	2445202

The Passenger Traffic Data includes both Departing and Arriving Passengers. The Passenger Traffic Data can also be accessed from www.aai.aero .

Major Airlines presently operating to/ from Chandigarh International Airport are Air India, Alliance Air, Indigo, Vistara, Pawan Hans Limited (Helicopter Service).

Notice Inviting Tender

License for setting-up and operating Automatic Teller Machine (ATM) Facility at Shaheed Bhagat Singh International Airport, Chandigarh for a period of seven (07) Years extendable for a further period of three years.

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NOTICE INVITING TENDER

1. Tender in prescribed form are hereby invited for granting license for the following:

Name of Licence/Facility	Tentative Locations for ATM Facility	Area (in SQM)	MRLF (Minimum Reserve License Fee)	Earnest Money Deposit (EMD)
License for setting-up and operating Automatic Teller Machine (ATM) Facility at SBS International Airport, Chandigarh for a period of 07 (Seven) Years extendable for a further period of 03 (Three) years.	Domestic SHA (Lower Level)	05	Rs. 4,34,719/- (Four lac thirty four thousand seven hundred nineteen rupees only) per month	Rs. 1,00,000/- (One lac rupees only)
	Domestic Arrivals (Lower Level)	05	plus CAM Charges, applicable taxes and Electricity charges for setting up and operating 1 ATM at 1 Location	

Note: -

- i. Tentative Locations for the above license(s) shall be as per the location plan indicated at Appendix I of Annexure A.
- ii. Period of License/Contract will not be changed under any condition.
- iii. Cost of NIT and Earnest Money Deposit (EMD) is required to be submitted/paid through RTGS/NEFT mode, for which the details are available in the document (refer Annexure H) The bidders are requested to enclose a copy of the UTR number/details of the transaction along-with Technical bid documents (Envelope-A).
- iv. The party shall quote amount in the prescribed financial bid format (Envelope-B). Offer below MRLF will not be considered for award.
- v. The Highest Bidder (Bank) will be given an option to choose the preferred location(s) from the two locations mentioned in the table above and indicated at Appendix I of Annexure A. This/ These location(s) shall be awarded to the Highest Bidder (Bank).
- vi. The other Bidders (Banks) (as per the bid rank in the descending order of quoted monthly license fee i.e. H2, H3 and so on) will be given an option to set-up ATMs at other location(s) mentioned in the tender document subject to matching the 'discovered price' (i.e. matching the monthly license fee quoted by the highest bidder) but before the validity of bid only i.e. 180 days from the date of opening of Financial Bid.
- vii. The quoted license fee against MRLF shall be subject to annual compound escalation @ 10% for subsequent years.
- viii. The successful tenderer(s) shall be liable to pay all Govt. Taxes including GST applicable at the rates declared by Govt. Of India/State Govt./Union Territory from time to time.
- ix. The Licensee(s) shall pay the electricity charges as per the actual consumption by the rates decided and revised by CHIAL from time to time.
- x. The Licensee(s) shall pay monthly Common Area Maintenance (CAM) charges @ 10% of the space rent applicable to the area equivalent to the tendered area. Presently, notified Space Rent rate is Rs. 3,897.40/- per SQM per Month and is subject to annual escalation of 10% at the beginning of every financial year (the next escalation shall become due on 01.04.2025).

- xi. Chandigarh International Airport Limited, shall provide the bare space only. The designing, setting up, operating, maintaining and managing of the ATM shall be responsibility of the Bank at own cost. Only One (01) ATM is to be installed per location. If the Bank wants to install CDM within the allotted space of ATM, it may be permitted. If the Bank requires additional space for installing CDM, space may be allotted adjacent to ATM (subject to availability) and notified space rent will be charged for additional space. Area of CDM shall not exceed 3m x 2m or total of 06 sqm.
- xii. The successful tenderer shall be required to submit Security Programme (as per Format A & A-1 or as may be prescribed from time to time in this regard available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) for issuance of Security Clearance / Security programme approval, for commencing the facility in Security Hold Area / other area immediately after issuance of award letter.

2. PERIOD OF LICENSE:

The period of licence shall be for **Seven (07) Years** extendable for a further period of Three (03) Years subject to satisfactory performance with regard to provision of service and payment of license fee to CHIAL.

3. ELIGIBILITY / SELECTION CRITERIA:

- (i) Any Scheduled Commercial Banks (both Nationalised/Private) having banking license from Reserve Bank of India)
- (ii) Sealed offers along with EMD of Rs.1,00,000/- are invited from Scheduled Commercial Banks through Banks' Branch Offices/ Regional Offices or Corporate Office for setting up and operation of ATMs at SBS International Airport, Chandigarh.
- (iii) The highest bid received in the sealed offers will be treated as the 'discovered price' and the highest bidder (Bank) may be given choice of selecting preferred location(s).

4. DISQUALIFICATION CRITERIA: (To be submitted in Annexure 'D' Enclosed)

A Bank fulfilling the eligibility criteria specified in the NIT can participate in the tender. However, any Bank falling under the following categories are not eligible for consideration of the tender. These clauses shall also form the part of tender documents/ conditions.

- (a) A party having more than one-month current outstanding dues i.e. dues up to the month just preceding the month during which tender has been published shall be cleared. The party shall have to submit No Dues Certificate issued by CHIAL to this effect or declaration (in case there is/ was no contract with CHIAL/ Chandigarh Airport under AAI).
- (b) De-barred / black listed by CHIAL or CBI or AAI or Undertakings / Departments like; Railways, Defence, or any other Department of Govt. of India, State Government. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- (c) Parties facing action under The Public Premises (Eviction of Unauthorized Occupants) Act, 1971 or any other act applicable in this regard from time to time. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- (d) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of CHIAL and has not paid such dues to CHIAL. The associated firms / subsidiaries of such defaulting party shall also not be eligible for consideration of tender. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)

- (e) Any party who fails to deposit the requisite SECURITY DEPOSIT for the disputed amount referred to arbitrator in any matter between CHIAL and tenderer.
- (f) Any proprietorship entity, firm or private limited company whose proprietor/ partner/ director is the proprietor/ partner/ director of another proprietorship entity/ firm/ private limited company which have revenue contract with CHIAL and have outstanding dues other than current dues and disputed dues stayed by court or arbitrator.

[A declaration in the form of an Affidavit duly notarized to the effect that he does not fall under the categories (a) to (f) above shall be furnished on a non-judicial stamp paper at the time of submitting the tender.]

- In case the information is found to be incorrect / false, tender of such party shall be liable to be rejected by giving the reasons and Earnest Money Deposit (EMD) forfeited besides debaring the participation of such party in CHIAL's tender for a period of up to 3 years.
- If at any stage, CHIAL finds that the party had submitted any false/ wrong/ concealment of information/ document affecting eligibility criteria of the facility in such case, SD and / or EMD shall be forfeited and party is liable to be debarred for **03 (Three) Years** for participation in CHIAL tenders. Apart from this, other legal measures, as deemed appropriate may be initiated by CHIAL. The related party to the debarred entity shall also not be considered eligible for tender of CHIAL during the said 03 years' time period.
- *Only one bid shall be accepted from one Bank. The director/partner/proprietor of more than one company/proprietorship/partnership or firm will be considered as single party and one legal entity.*

5. **TENDER: -**

- (i) Tender Documents indicating full details of the License is available on <https://www.aai.aero>.
- (ii) The Interested Bidders can participate by submitting duly filled up "SEALED QUOTATIONS" complete in all respect, either by REGISTERED POST or IN PERSON at the address (given below) on or before the scheduled date & time of submission of quotations.

Sr. Manager (Commercial),
O/o Chief Executive Officer,
Shaheed Bhagat Singh International Airport, Chandigarh
Mohali (Punjab)- 140306

- (iii) The bids shall not be accepted in any other form.
- (iv) Clarification needed, if any, may be sent through email at hodcommercial@chial.org and ceo@chial.org
- (v) Offers shall be submitted in two bid system (Envelope 'A' and Envelope 'B') as follows:
 - Technical Bid (Envelope 'A')- Proof of Payment of Tender Fee & EMD and Documents as required under Clause 3 of General Information/ Guidelines of the Tender Document.

- Financial Bid (Envelope 'B')- As per format of Form of Quotation of Tender Document (Annexure J).

6. **CRITICAL DATES: -**

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Banks may send their representatives with authorization letter to attend opening of Financial Bid.

7. **TENDER COST:**

Cost of tender document shall be refunded to the concerned party in case CHIAL decides to cancel the tenders before its receipt/opening of technical bids due to administrative reasons.

8. **Disclaimers and Rights of CHIAL:**

The issue of the Tender Document does not imply that the CHIAL is bound to select bid(s), and it reserves the right without assigning any reason to:

- reject any or all of the Bids, or
 - cancel the tender process at any stage; or
 - abandon the procurement of the Services; or
 - issue another tender for identical or similar Services.
- CHIAL further reserves the right to reject, abandon and/or cancel the tender process without assigning any reasons at any stage or in case so directed by any competent authority/organisation/ministry/court of law.
 - CHIAL reserves to itself the right to reject the conditional Tenders without assigning any reason thereto.
 - 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).
 - If the entity participating in any of the tenders is a private or public limited company, partnership firm or sole proprietor and any of the Directors/Partners/Sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with CHIAL & has outstanding dues payable to the CHIAL, then the said entity may not be allowed to participate in CHIAL tenders.

GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. The sealed envelope – “Master Envelope” shall contain Two envelopes: Envelope ‘A’ and Envelope ‘B’.

“Technical bid” must be sealed in Envelope ‘A’ and “Financial bid” in Envelope ‘B’.

The Envelope ‘A’, the Envelope ‘B’ and the “Master Envelope” should have super scribed on top “License for setting-up and operating Automated Teller Machine (ATM) Facility at SBS International Airport, Chandigarh” and should be addressed to the Assistant General Manager (Commercial), office of Chief Executive Officer, Chandigarh International Airport Limited, SBS International Airport, Chandigarh- 140306.

The sealed envelope can either be sent through registered post or dropped in the Tender Box placed in the office of Airport Terminal Manager at Departure Lower Level of Shaheed Bhagat Singh International Airport, Chandigarh. In any case, Bid Documents in sealed envelopes should be reach before last date & time of bid submission.

3. TECHNICAL BID

3.1 The Envelope ‘A’ (Technical bid) shall be opened first, which shall contain the following documents specified as under: (each page of the Technical Bid shall be signed by the person authorized by the Bidder):

- (a) Letter of Authorization (Power of Attorney) in favour of person(s) who is/are signing the bid documents on behalf of the bidder on Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary Public (Format as per Annexure: C). However, the Proprietorship entity is exempted for such submission where proprietor himself / herself has signed the bid document.
- (b) Form of unconditional acceptance duly signed (enclosed as Annexure: F along with bid documents).
- (c) Self-attested Copy of RBI License as a proof for Schedule Commercial Bank (Nationalized / Private).
- (d) Self-attested copies of the PAN Card, GST Number or any such statutory Identification Number, as applicable. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
- (e) Declaration as per **Annexure- D**.
- (f) The party should submit the details of contracts held (current and past) at SBS International Airport, Chandigarh and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit (Refer **Annexure: E**)
- (g) No dues certificates: Issued by CHIAL (If applicable).
- (h) Documentary proof in respect of payment of Earnest Money Deposit and Cost of Tender Document.

- (i) Copy of complete set of Tender Document duly signed and stamped by the authorized representative of the bidder.
- 3.2 Sole proprietor having more than one concern shall be taken as a single concern. The proprietor shall have to choose to participate through any one concern in case he drops more than one bid.
- 3.3 Two partnership concerns having any common partner shall be considered as same concern. They shall have to choose to participate through any one concern in case they have dropped more than one bid. However, in case of Limited Liability Partnership, since this is a separate legal entity and they may have separate business interests and therefore these shall not be treated as single tender
- 3.4 The holding and subsidiary both Indian and foreign companies, can participate in the tender provided they disclose the fact in the technical bid. However, in case there are only two bid that of holding and subsidiary company, they are to be treated as single tender. However, in case of Limited Liability Partnership, since this is a separate legal entity and they may have separate business interests and therefore these shall not be treated as single tender

4. FINANCIAL BID

- a) Envelope 'B'- 'Financial Bid' should contain only the Financial Bid in the approved format i.e. duly filled Annexure J.
- b) The amount of License Fee should be clearly written both in figures as well as in words. Any overwriting, correction or insertion should be duly signed by the authorized representative of the bidder.
- c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

5. UNCONDITIONAL BID

- 5.1 Tenderer / bidders shall not add any conditions either in technical e-bid or in financial e-bid, failing which their tender shall be liable to be rejected. Conditional tenders / e-bids / financial e-bids/ offers etc. by whatever name called shall be liable to be rejected.
- 5.2 In case the documents submitted by the tenderer are false, incorrect, not as per tender conditions, the same shall be liable to be rejected. The financial viability as per prescribed criteria, if not fulfilled, the tender shall be liable to be rejected, if it comes to the notice of CHIAL that any incorrect and/or false information has been submitted by the tenderer, such award shall be liable to be cancelled after giving an opportunity of being heard, besides any other legal action, as may be made out under the facts and circumstances of the case.

6. GESTATION PERIOD: Gestation period of 30 days or actual commencement of commercial operation, whichever is earlier will be permitted.

- a) The Gestation period shall be permitted from the date of issuance of NOC / approval of plan or drawings / permission etc. by CHIAL.

- b) CEO / Commercial In charge shall ensure the issuance of such NOC / approval of plan, if any, within a period of 30 days from the date of submission of the drawings by the selected Bidder.
 - c) The licensee shall submit application for NOC/Plan, if any, within 15 days of issuance of Award Letter. This compliance would be treated as major compliance and failure to do so may attract forfeiture of EMD, debarring for 03 years in future participation of CHIAL tenders, termination of contract and other measures as deemed appropriate by competent authority. However, CHAIRPERSON/CEO, based upon the recommendation of CAC, (as the case may be) may approve delay beyond 15 days after recording reasons in writing.
 - d) No commercial license fee shall be charged for the gestation period.
 - e) The period of contract shall commence from the date of commencement of business or expiry of Gestation period (including extension, if any), whichever is earlier.
 - f) Grant of additional gestation period will not be considered. However, under exceptional circumstances, grant of additional gestation period shall be considered by the competent authority, if the same is appropriately justified and premised on the documentary/supporting documents. Factors to be considered shall be such as non-receipt of BCAS clearance in spite of timely application, delay in timely provision of essential utility/services such as electric load, water supply, etc. by CHIAL which may be a pre-requisite for setting up the outlet and commencing the operations, etc.
 - g) The space rental, CAM Charges (As applicable), GST and other charges viz. electricity etc. shall be charged for the additional gestation period over and above the gestation period, as stipulated in the tender document/NIT.
 - h) The Commercial Department is to convey all the approvals / sanctions to the concerned licensees.
 - i) No gestation time shall be permitted in case of the renewal / award of the contract in favor of the existing licensee at THE SAME SPACE. However, where there is change in the scope of work or due to suspension of the business to carry out modification etc. in the contract premises, time up to 30 days may be permitted.
7. **VALIDITY OF TENDER:-** The tenders will remain valid for a period of 180 days from the date of opening of e-technical bid.
8. The tenderer (s) shall give the list of his near relatives* employed in CHIAL.
9. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives* of CHIAL employees.

**Note: "By the term 'near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws".*

10. SUCCESSFUL TENDERER HAS TO COMPLETE THE FOLLOWING FORMALITIES:

- i. Acceptance of award as per terms and conditions of NIT / Tender Documents within 10 days from the date of issue of the letter of intent / award.
- ii. Payment of advance license fee including applicable taxes (monthly / annual etc. as the case may be) within 30 days from the date of the letter of intent / award.

- iii. Payment of security deposits towards licence fee (including CAM charges and taxes) as per tender conditions (Rs -----) in the form of Demand Draft / Pay Order / cash equivalents / BG (the ratio of Cash/Cash equivalents and BG is already defined in para "Security Deposit) within 30 days from the date of issue of the letter of intent / award.
- iv. Payment of security deposits towards Electricity charges as per tender conditions (Rs. -----) in the form of Demand Draft / Pay Order / cash / BG within 30 days from the date of the letter of intent / award.
- v. Execution of License Agreement. Blank Stamp Paper of specified denominations (Purchased at Punjab) shall be submitted by the successful tenderer to CHIAL immediately so as to ensure the execution within 30 days from the date of issue of letter of intent / award.
- vi. Subject to the completion of formalities within the above specified time, the space is to be handed over to the successful tenderer within 30 days from the date of letter of intent / award.

11. **SECURITY DEPOSIT:**

a. **Security deposit for Licence Fee:-**

Security Deposit equivalent to Eight (08) months' License Fee plus Space Rental (if applicable) plus applicable CAM Charges plus GST, applicable during the first year of license, shall be deposited by the Licensee.

i.	Quoted License Fee per Month	= Rs._____
ii.	Space Rent (If Applicable)	= Rs._____
iii.	CAM Charges (@ 10% of the Space Rent for area equivalent to tendered area)	= Rs._____
iv.	License Fee + Space Rentals + CAM Charges (i+ii+iii)	= Rs._____
v.	GST (18% of iv)	= Rs._____
vi.	Total Monthly Charges (iv+v)	= Rs._____
vii.	Total SD equal to 08 Months Charges (8 x vi)	= Rs._____

Apart from RTGS/NEFT/DD/PO, the Security Deposit can be furnished in the form of Bank Guarantee also, which is to be issued by Scheduled Bank, having a validity period of 180 days from the date of expiry of contract.

b. **Security Deposit for Electricity: -**

Licensee has to make security deposit equal to 10% of annual contract value for the first-year subject to maximum deposit of Rs. 5 lakhs. The security deposit towards electricity shall only be accepted in the form of Cash/Cash equivalents. (i.e. Bank Guarantee is not permitted)

The security deposit for electricity, as stated above, is as per prevalent policy and may be revised from time to time by CHIAL and shall be applicable

Notes :-

- i. Bank Guarantee Shall mean Bank Guarantee issued from Nationalized/Scheduled commercial Banks as per the format give at Annexure B. No Bank Guarantee shall be acceptable from Cooperative Banks (even scheduled)/Societies/Payment Banks or by means of FDR. Bank charges shall be borne by the agency.
- ii. Bank guarantee should be routed by Applicant's Bank to CHIAL Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS), who in turn will advise CHIAL of the same.
- iii. On the SD deposited in the form of DD/PO/RTGS/NEFT, no interest shall be payable.
- iv. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to CHIAL Beneficiary Bank details must be furnished with the BG.
- v. Dues of a license/concession can be adjusted with SD of same/other license/concession of the same party after giving proper intimation to the party.
- vi. Upon completion of the license/concession period and award of new license/concession, SD is to be refunded after it is ascertained that no dues are payable by the licensee/concessionaire. In any case no interest shall be payable on SD amount.
- vii. If the license/concessions terminated/surrendered and the new concession/license has not been awarded, SD will be refunded only after the concessionaire/licensee has cleared all the dues; vacated and handed over the possession of the premises/facility to CHIAL in the original condition as it was given at the time of handing over. If under any circumstances the Licensee fails to do so, the Licensee shall be liable to pay to CHIAL, the deemed justifiable amount ascertained by CHIAL failing which the amount to the extent of damage shall be adjusted from the security deposit.
- viii. If the license/concessions terminated and the matter of dues is in arbitration proceedings, then the SD in the form of DD/PO/RTGS/NEFT available with CHIAL will not be refunded. If the SD is in the form of BG then it should be en-cashed before the instrument lapses, if the party is not willing to get the BG renewed. The proceeds of the instrument are to be credited to CHIAL's account and shown as SD available in the books of account till the same is adjusted or refunded.
- ix. Security Deposit shall be in favour of "Chandigarh International Airport Limited" payable at Chandigarh.
- x. The Bank Guarantee shall be valid for the full license period plus a period of six months from the date of expiry of contract.
- xi. Security deposit in favour of "**Chandigarh International Airport Limited**" *payable at Chandigarh* is to be deposited within 30 (thirty) days from the date of issue of award letter.

12. DEBARRING:

If a party after the award letter is issued, does not complete the formalities for acceptance or does not commence the operation of the facility on the commencement date or does not sign

the agreement within the prescribed date or other compliances not being done, then the contract is liable to be terminated by CHIAL, EMD received shall be liable to be forfeited and the bidder may also be debarred for further participation in CHIAL's tender(s) / e-tender(s) for a period of up to 03 (**Three**) years.

If any contract is terminated due to any illegal activity, which is punishable under any of the Laws of the Land, then the party shall be debarred till the case is cleared by the concerned legal authority/ court of law. In case any penalty or fine is imposed by the concerned authority, then the party shall be debarred till he obtains a clearance from the concerned authority.

If at any stage, CHIAL finds that the party had submitted any false / wrong information or there is any concealment of information / document affecting eligibility criteria of the facility in such case, SD and / or EMD shall be forfeited and party is liable to be debarred for up to 03 (**Three**) years for participation in CHIAL tenders. Apart from this, other legal measures, as deemed appropriate, may be initiated by CHIAL as per contractual framework. The related party to the debarred entity shall also not be considered eligible for tender of CHIAL during the said 03 years' time period.

13. EXIT CLAUSE, ARBITRATION AND JURISDICTION:

Every commercial contract signed between CHIAL and the contractor or tenderer or concessionaire shall incorporate the following exit/ termination clause in the contract.

TERMINATION:

The contract awarded to the tenderer may be terminated in any of the following circumstances:

- i. If arrears of payments to be made in terms of this agreement remaining outstanding for a period of 90 days or more.
- ii. If Tenderer or concessionaire is unable to pay its debts in terms of the Companies Act, 2013, or otherwise becomes insolvent.
- iii. If there occurs any material breach of the terms and conditions of the contract.
- iv. In case of withdrawal of permission, clearance, license etc by the regulatory authority.
- v. Termination due to mutual convenience.
- vi. That any termination of the contract for any of the reasons mentioned in (i) to (iii) above may be effective after CHIAL notifies its intention to terminate the contract on any of these grounds, as per the discretion of CHIAL.
- vii. That any termination of the contract for any of the reasons mentioned in (iv) shall be effective with immediate effect and the security deposit of the tenderer, contractor or Licensee shall stand forfeited.
- viii. The contract may be terminated by either party due to mutual convenience as provided in (v) above by giving a notice of ninety days from either side or such shorter notice as may be prescribed in the terms of contract.
- ix. Any such notice may be served at the address mentioned in the tender document both for CHIAL and for tenderer or concessionaire.
- x. All rights and liabilities of either party earned or incurred up to the date of termination shall survive, notwithstanding the termination of the contract.

- xi. The security deposits, arrears of royalty, electricity, water charges or any other dues shall be settled within 30 days after the termination is given effect.

If the concession/licence has been terminated within 50% of the licence period or the party has not served the requisite notice of 90 days for surrender of licence/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee + Space Rentals (if applicable) + CAM Charges + GST, shall be forfeited as demurrage charges, as per the details below:-

SNo.	If termination of concession/licence occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1- 3 years	For contract period of less than 1 year
(i)	Before 50% of contract period	6	4	2
(ii)	Between 50% to 75%	4	3	2
(iii)	Between 75% to 100%	2	2	1

Note: If the licensee does not operate the license up to 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

PENALTY IN CASE OF UNAUTHROISED OCCUPATION:

In case the contractor or the tenderer or the concessionaire continues to occupy the space or the premises after the termination of the contract, such contractor or the tenderer or the concessionaire shall be liable to pay Exponential penalty on such unauthorized occupation at the rate of double the normal fees applicable towards liquidated damages.

14. ARBITRATION CLAUSE:

- All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decisions whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under, which are now enforced or which may hereafter come into force are applicable), then the case shall be referred to a sole arbitrator to be nominated by the Chairman /CEO of the CHIAL/Competent Authority from a panel/list of proposed arbitrators, out of which one has to be consented by the party/bidder within 30 (Thirty) days of reference to arbitration.
- The seat of arbitration shall be in the Airport Vicinity or the CHIAL office as per the discretion of the Arbitrator so appointed. The language shall be English.
- Subject to the provisions of this Clause, the Courts in Mohali, Punjab, India, shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.
- The award of the Arbitrator so appointed shall be final and binding on both the parties. The Arbitration and Conciliation Act 1996 [as amended by The Arbitration and Conciliation (Amendment) Act, 2021 (3 of 2021) and any further amendments thereafter] shall be applicable.

- e) Once the arbitration clause has been invoked, the DRC process shall cease to be operative. It shall be no bar if the arbitrator appointed as aforesaid is or has been an employee of the CHIAL and the appointment of the arbitrator shall not be challenged by the contractor.

15. The CHIAL reserves to itself the right to change the location of the premise/site at any time and may in its discretion, call upon the licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such case, the licensee shall be bound to vacate the premises immediately and accept the said alternative premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

16. All above guidelines will form part and parcel of the Notice Inviting Tender (NIT).

LICENSE AGREEMENT (Draft)

Subject: *License for setting-up and operating Automatic Teller Machine (ATM) Facility at Shaheed Bhagat Singh International Airport, Chandigarh, for a period of Seven (07) Years extendable for a further period of Three (03) Years.*

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 'Licensee' (which term shall unless exclude by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Licensee).

WHEREAS the CHIAL is entitled in law to grant License at its Shaheed Bhagat Singh International Airport, Chandigarh for providing **License for setting-up and operating ATM Facility** at the Airport, so as to provide amenities and facilities to the passengers and visitors at airports and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to the Premises.

WHEREAS the Licensee is desirous to render the services to the CHIAL on the terms and conditions mentioned hereunder:

AND WHEREAS the CHIAL is agreeable to grant the license;

NOW, THEREFORE, this indenture witnesseth:

1. That the License for the said facility shall be valid for the period of *Seven (07) Years* w.e.f. _____ to _____, extendable for a further period of Three (03) Years subject to satisfactory performance with regard to provision of service and payment of License Fee to CHIAL, unless terminated earlier on account of following:
 - a) By giving 90 (Ninety)days' notice in writing from either side without assigning any reason.
 - b) Termination by CHIAL on a short notice on account of un-satisfactory performance.
2. **LICENSE FEE:** - That in consideration, the licensee shall pay the CHIAL every month in advance by way of License fee + CAM (Common Area Maintenance) + GST (Goods and Service Tax) on or before 10th day of English calendar month as under:

Sr. No.	Period	Monthly License Fee + CAM + GST (in Rs.)
i		
ii		

iii		
iv		
v		
vi		
vii		
viii		
ix		
x		

(Note: - CAM (Common Area Maintenance) charges can be revised by CHIAL from time to time. The applicable GST has been calculated @ 18% and may change from time to time as per the decision of appropriate Tax Authority)

3. **ELECTRICITY CHARGES & WATER CHARGES:** That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by CHIAL and at the rate (s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). In default of payment of said charges, CHIAL may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. **OTHER CHARGES:** That the licensee shall pay all the rates, assessments, outgoing and other taxes as leviable on the Licensee in 'Laws'.
5. That the licensee shall make payment of License fee etc. by RTGS/Demand Drafts drawn in favor of Chandigarh International Airport Limited, payable at Chandigarh. No outstation cheque shall be accepted in payment of license fee etc.
6. License Fee, CAM Charges, Electricity Charges, other applicable charges if any shall be paid to CHIAL by 10th of each calendar month. In the event of failure to pay the License fee etc., simple interest @ 18% per annum be payable on all delayed payments without prejudice to the CHIAL's other rights and remedies. In case the bill is not raised by CHIAL or not received by the Licensee, it shall not be the reason for delaying the payment of monthly license fee + CAM Charges+ Goods and Service Tax.
7. The soft of copy of all the invoice(s) shall be sent to the licensee on the registered email only. Hard copy of the invoice shall be made available on a payment of Rs. 100/- per invoice.
8. In case the licensee found to be frequent defaulter in making timely payment of dues of CHIAL, and fails to recoup the security deposits and make the payment of outstanding dues towards license fee, CAM charges, electricity charges or any other charges leviable under this license and interest on such delayed payments, if any, up to the date of determination of the contract by CHIAL/licensee, CHIAL shall have the right to debar such licensee from participating in future Tenders in CHIAL for a period of three Years. Further the delayed payments will also attract levy of interest as applicable, in the terms of agreement.
9. **SECURITY DEPOSIT:-**
 - a. **Security deposit for Licence Fee:-**
Security Deposit equivalent to Eight (08) months' License Fee plus Space Rental (if applicable) plus applicable CAM Charges plus GST, applicable during the first year of license, shall be deposited by the Licensee.

i.	Quoted License Fee per Month	= Rs._____
ii.	Space Rent (If Applicable)	= Rs._____
iii.	CAM Charges (@ 10% of the Space Rent for area equivalent to tendered area)	= Rs._____
iv.	License Fee + Space Rentals + CAM Charges (i+ii+iii)	= Rs._____
v.	GST (18% of iv)	= Rs._____
vi.	Total Monthly Charges (iv+v)	= Rs._____
vii.	Total SD equal to 08 Months Charges (8 x vi)	= Rs._____

Apart from RTGS/NEFT/DD/PO, the Security Deposit can be furnished in the form of Bank Guarantee also, which is to be issued by Scheduled Bank, having a validity period of 180 days from the date of expiry of contract.

b. Security Deposit for Electricity: –

Licensee has to make security deposit equal to 10% of annual contract value for the first-year subject to maximum deposit of Rs. 5 lakhs. The security deposit towards electricity shall only be accepted in the form of Cash/Cash equivalents. (i.e. Bank Guarantee is not permitted)

The security deposit for electricity, as stated above, is as per prevalent policy and may be revised from time to time by CHIAL and shall be applicable

Notes :-

- i. Bank Guarantee Shall mean Bank Guarantee issued from Nationalized/Scheduled commercial Banks as per the format give at Annexure B. No Bank Guarantee shall be acceptable from Cooperative Banks (even scheduled)/Societies/Payment Banks or by means of FDR. Bank charges shall be borne by the agency.
- ii. Bank guarantee should be routed by Applicant's Bank to CHIAL Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS), who in turn will advise CHIAL of the same.
- iii. On the SD deposited in the form of DD/PO/RTGS/NEFT, no interest shall be payable.
- iv. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to CHIAL Beneficiary Bank details must be furnished with the BG.
- v. Dues of a license/ concession can be adjusted with SD of same/ other license/ concession of the same party after giving proper intimation to the party.
- vi. Upon completion of the license/ concession period and award of new license/ concession, SD is to be refunded after it is ascertained that no dues are payable by the licensee/ concessionaire. In any case no interest shall be payable on SD amount.
- vii. If the license/ concessions terminated/ surrendered and the new concession/ license has not been awarded, SD will be refunded only after the concessionaire/ licensee has cleared all the dues; vacated and handed over the possession of the premises/ facility to CHIAL in the original condition as it was given at the time of handing over. If under any circumstances the Licensee fails to do so, the Licensee shall be liable to pay to

CHIAL, the deemed justifiable amount ascertained by CHIAL failing which the amount to the extent of damage shall be adjusted from the security deposit.

- viii. If the license/ concessions terminated and the matter of dues is in arbitration proceedings, then the SD in the form of RTGS/NEFT available with CHIAL will not be refunded. If the SD is in the form of BG then it should be en-cashed before the instrument lapses, if the party is not willing to get the BG renewed. The proceeds of the instrument are to be credited to CHIAL's account and shown as SD available in the books of account till the same is adjusted or refunded.
 - ix. Security Deposit shall be in favour of "Chandigarh International Airport Limited" payable at Chandigarh.
 - x. The Bank Guarantee shall be valid for the full license period plus a period of six months from the date of expiry of contract.
 - xi. Security deposit in favour of "**Chandigarh International Airport Limited**" payable at Chandigarh is to be deposited within 30 (thirty) days from the date of issue of award letter.
10. In the event of the licensee committing any breach in the terms and conditions of the License agreement, the CHIAL may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by CHIAL to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier termination of the License, the CHIAL shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to the licensee without any interest.
11. The Licensee shall be required to install a separate Energy Meter for providing electricity in coordination with the office of Electrical Engg. Department, failing which the Licensee shall be billed on assessed consumption. The entire cost for purchase of meter/ wiring/ installations etc. shall be borne by the licensee. The rates for electricity charges as per CHIAL, Commercial Policy and subject to revision from time to time.
12. That the licensee shall equip himself with all necessary permits, License and such other permissions as may be required under the law in force at any time regard to the operation of the subject License.
13. That the licensee shall maintain such regular and proper account books along with other supporting documents regarding sale affected by the licensee in the premises and accounts/documents shall all the times be kept open for inspection by CHIAL in such manner as may be prescribed. The licensee shall provide to the CHIAL, if so required by the CHIAL, statements of audited accounts in such manner and within such period as the CHIAL may prescribe. Licensee shall be liable to share invoicing details live with CHIAL. Licensee shall adopt the common billing module of CHIAL as and when it is implemented.
14. The licensee shall have no claim for exclusivity and CHIAL shall be at liberty to permit/provide other similar facilities at other area in the Terminal Building, as may be necessitated by demand or as may be desired by the CHIAL in its sole discretion.
15. The licensee shall not be entitled to any reduction or rebate in the contracted license fee in the event of any strike or lock-out either in the Airport or any one or more airlines reducing/suspending/cancelling their flights or for temporary closure of airport due to any restriction imposed by customs or Security for any reason whatsoever which may affect the business of the licensee adversely, for any reason whatsoever. However, rebate in the License

fee due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per merit of the case and policy laid down by CHIAL from time to time.

16. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the CHIAL shall not be liable for any loss suffered any the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to CHIAL or permission for the sale of additional items.
17. In case of any dispute giving rise to litigation BETWEEN THE Licensee and the third party that may result into any financial liabilities, the licensee shall be solely responsible for the same and in case any loss is caused to CHIAL for any reason, whatsoever, including the litigation expenses if any, the same shall be borne by the licensee and the licensee shall be liable to indemnify CHIAL for such losses, expenses, cost including but not limited to costs incurred in recovering any such losses etc.
18. The allotment shall without prejudice to rights and remedies of the Licensor are subject to termination by the Licensor/licensee by giving 90 days' notice in writing any time without assigning any reasons.
19. In case of any modification/renovation of the Terminal Building, the Licensee shall be bound to vacate the premises immediately and accept any alternate premises offered by CHIAL. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
20. The Licensee shall comply with all the statutory Laws such as payments of minimum wages, payment of bonus, PF, ESI and other labour legislations as may be applicable from time to time and shall also ensure compliance with contract labour.
21. That CHIAL shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operations of the services shall be provided by the CHIAL.
22. All the times during the currency of the Licence Agreement, it shall be the responsibility of licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises. CHIAL shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. The licensee shall take all necessary safeguard to prevent fire, as per norms of the fire department, regulators and the direction of CHIAL, in this regard.
23. That licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the CHIAL. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
24. That the CHIAL reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the licensee to vacate the site and give him alternate premises for the purpose of this License. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the License fee on that score.
25. The licensee shall use the premises for the bonafide purpose as provided in the Award Letter/Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and officers of the CHIAL and the staff of various Airlines using the Airport and for no other purpose.

26. The licensee shall not erect or display any advertisement, hoardings, banners or signboards (other than the name of facility/agency) or undertake any modifications/ construction plan at the allotted space without specific prior approval in writing of the CEO (CHIAL).
27. The licensee shall not terminate the License before the expiry of the License except by **giving 90 (Ninety) days' notice** in writing otherwise the licensee shall be liable to pay to the CHIAL (without any demur or question) such amount of money as the CHIAL may decide as due to it by the licensee. The License can be terminated by the CHIAL by giving **90 (Ninety) days' notice** in writing assigning any reason thereto or on a short notice on account of unsatisfactory performance.
28. Any notice required to be served on the Licensee under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the CHIAL under this agreement shall be deemed to have been served if delivered at or sent by registered post to the CHIAL.
- (i) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
29. Subject as herein before otherwise provided, all notices to be given on behalf of the CHIAL may be given or taken on behalf of the CHIAL by the CEO (CHIAL) or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the CEO (CHIAL), in respect of the airport under his charge.
30. **CONDITIONS FOR DEBARRING:**
- a) If a party after the award letter is issued, does not complete the formalities for acceptance or does not commence the operation of the facility on the commencement date or does not sign the agreement within the prescribed date or other compliances not being done, then the contract is liable to be terminated by CHIAL, EMD received shall be liable to be forfeited and the bidder may also be debarred for further participation in CHIAL's tender(s) / e-tender(s) for a period of up to **03 (Three) years**.
- b) If any contract is terminated due to any illegal activity, which is punishable under any of the Laws of the Land, then the party shall be debarred till the case is cleared by the concerned legal authority/ court of law. In case any penalty or fine is imposed by the concerned authority, then the party shall be debarred till he obtains a clearance from the concerned authority.
- c) If at any stage, CHIAL finds that the party had submitted any false / wrong information or there is any concealment of information / document affecting eligibility criteria of the facility in such case, SD and / or EMD shall be forfeited and party is liable to be debarred for up to **03 (Three) years** for participation in CHIAL tenders. Apart from this, other legal measures, as deemed appropriate, may be initiated by CHIAL as per contractual framework. The related party to the debarred entity shall also not be considered eligible for tender of CHIAL during the said 03 years' time period. This shall be approved by CAC as per DOP (value of reserve price shall be taken as basis).
31. **EXIT CLAUSE, ARBITRATION AND JURISDICTION:**
- (a) **TERMINATION:**
- The License may be terminated in any of the following circumstances:
- i. If arrears of payments to be made in terms of this agreement remain outstanding for a period of 90 days or more.

- ii. If Licensee is unable to pay its debts in terms of the Companies Act, 2013, or otherwise becomes insolvent.
- iii. If there occurs any material breach of the terms and conditions of this Agreement.
- iv. In case of withdrawal of permission, clearance, license etc by the regulatory authority.
- v. Termination due to mutual convenience.
- vi. That any termination of the contract for any of the reasons mentioned in a(i) to a(iii) above may be effective after CHIAL notifies its intention to terminate the contract on any of these grounds, as per the discretion of CHIAL.
- vii. That any termination of the contract for any of the reasons mentioned in a(iv) shall be effective with immediate effect and the security deposit of the tenderer, contractor or concessionaire shall stand forfeited.
- viii. The contract may be terminated by either party due to mutual convenience as provided in clause a(v) above by giving a notice of ninety days from either side or such shorter notice as may be prescribed in the terms of contract.
- ix. Any such notice may be served at the address mentioned in this Agreement both for CHIAL and for the Licensee.
- x. All rights and liabilities of either party earned or incurred up to the date of termination shall survive, notwithstanding the termination of the contract.
- xi. The security deposits, arrears of royalty, electricity, water charges or any other dues shall be settled within 30 days after the termination is given effect

If the concession/licence has been terminated within 50% of the licence period or the party has not served the requisite notice of 90 days for surrender of licence/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee + Space Rentals (if applicable) + CAM Charges + GST, shall be forfeited as demurrage charges, as per the details below:

SNo.	If termination of concession/license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1- 3 years	For contract period of less than 1 year
(i)	Before 50% of contract period	6	4	2
(ii)	Between 50% to 75%	4	3	2
(iii)	Between 75% to 100%	2	2	1

Note: If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

(b) PENALTY IN CASE OF UNAUTHROISED OCCUPATION:

In case the contractor or the tenderer or the concessionaire continues to occupy the space or the premises after the termination of the contract, such contractor or the tenderer or

the concessionaire shall be liable to pay Exponential penalty on such unauthorized occupation at the rate of double the normal fees applicable towards liquidated damages.

(c) ARBITRATION CLAUSE:

- i. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decisions whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under, which are now enforced or which may hereafter come into force are applicable), then the case shall be referred to a sole arbitrator to be nominated by the Chairman /CEO of the CHIAL/Competent Authority from a panel/list of proposed arbitrators, out of which one has to be consented by the party/bidder within 30 (Thirty) days of reference to arbitration.
 - ii. The seat of arbitration shall be in the Airport Vicinity or the CHIAL office as per the discretion of the Arbitrator so appointed. The language shall be English.
 - iii. Subject to the provisions of this Clause, the Courts in Mohali, Punjab, India, shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.
 - iv. The award of the Arbitrator so appointed shall be final and binding on both the parties. The Arbitration and Conciliation Act 1996 [as amended by The Arbitration and Conciliation (Amendment) Act, 2021 (3 of 2021) and any further amendments thereafter] shall be applicable.
 - v. Once the arbitration clause has been invoked, the DRC process shall cease to be operative. It shall be no bar if the arbitrator appointed as aforesaid is or has been an employee of the CHIAL and the appointment of the arbitrator shall not be challenged by the contractor.
 - vi. Jurisdiction for accepting or challenging the arbitration award shall rest in the courts of Mohali, Punjab.
32. If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise, then it will deemed to be closed from the date of such enactment. No compensation shall be payable by CHIAL.
33. Exponential penalty on licensees @ double the licence fee per month in form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.
34. On expiry of the License period or on termination of the license by the CHIAL on account of any breach on the part of the Licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by CHIAL. Further, Licensee shall remove his/their goods and material from the premises immediately, failing which CHIAL reserves rights to remove such good/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made by the Licensee, then CHIAL reserves the right to recover the cost by public auction of goods/materials of the Licensee. The Licensee shall not be entitled to raise any objection in such an event.
35. In the event of any default, failure, negligence or breach in the opinion of the CHIAL on the part of the licensee in complying with all or any of the conditions of the Licence agreement, the CHIAL will be entitled and be at liberty to determine the Licence forthwith and resume possession of the premises without payment of any compensation

or damage and also forfeit in full or in part the amount deposited by the licensee for the performance of Agreement.

36. The provision of Public Premises (Eviction of Unauthorised Occupants) Act 1971 and the rules framed hereunder which are now in force or which may hereafter come into force shall be applicable for all matter provided in the said Act.
37. The Licensee shall comply with all the terms and conditions and rules & regulations of CHIAL, BCAS, CISF and any other regulatory agencies as may be prescribed from time to time with respect of Airports Security, Operations etc.
38. CHIAL shall have right to demand and inspect the accounts of the Licensee and Licensee shall furnish to the Authority such information and books as may be demanded by the CHIAL from time to time for the purpose of determining throughout charges.
39. **LIQUIDATED DAMAGES:** The liquidated damages will be imposed on violation of terms and conditions of agreement as per the list given below:

Sl.No.	Description of irregularities	Penalty
1.	Un-clean premises and improper housekeeping	Rs. 500 per violation per day up to 07 days and Rs. 1000/- per day thereafter.
2.	Non-issue of Receipt/Bill if mandatory	Rs. 500 per violation per day up to 07 days and Rs. 1000/- per day thereafter.
3.	Sale of additional items other than permitted as per award conditions if mandatory	Rs. 1000/- per violation.
4.	Misbehaviour by staff	Rs. 1000/- per violation
5.	Over charging	10% of monthly licence fee for each violation.

Note: In addition to the recovery of Liquidated damages as prescribed above, CHIAL shall have right to initiate such other action as may be available under any law, rules, regulations or in terms of the agreement or otherwise.

40. All the terms and conditions stipulated in the award letter shall be part & parcel of the License agreement.
41. The CHIAL and the licensee further agree that they are bound by the General Terms and Conditions, Special Terms and Conditions, annexed with the Tender Documents and the Award Letter issued.
42. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of court shall be Mohali, Punjab.

Signed by _____(The CEO), CHIAL, MOHALI for on behalf of the CHIAL, in the presence of

Witness:

1. _____

2. _____

Signed by _____ for and on behalf of _____
_____in the presence of

Witness:

1. _____

2. _____

Schedule of Location/Premises

Name of Licence	Area (in sqm)	LOCATION
License for setting-up and operating ATM Facility at Shaheed Bhagat Singh International Airport, Chandigarh, for a period of Seven (07) Years extendable for a further period of Three (03) Years	05 SQM	Domestic SHA (Lower Level)
	05 SQM	Domestic Arrivals (Lower Level)

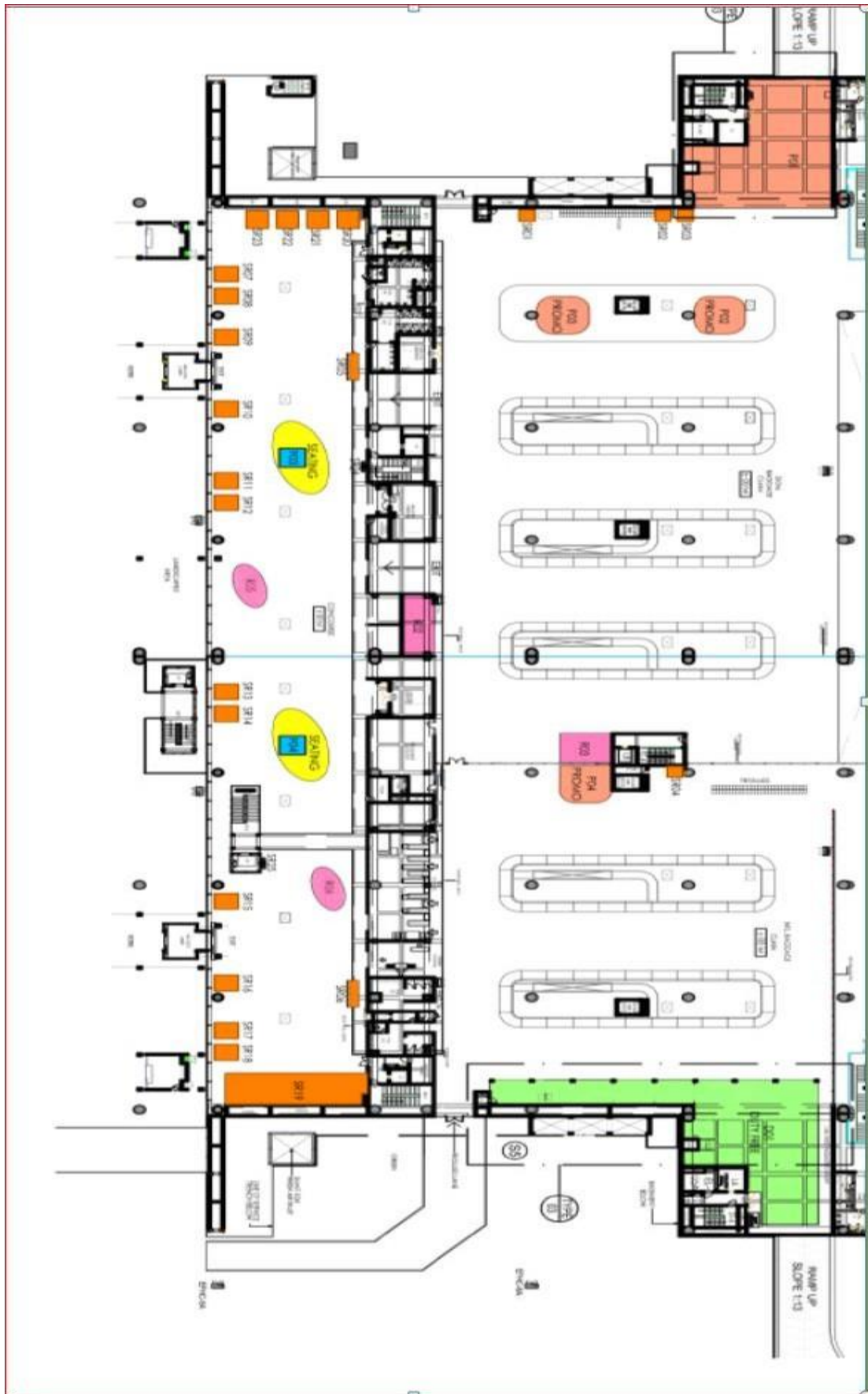
Note: (For clarification to the Bidders)

- i. The Highest Bidder (Bank) will be given an option to choose the preferred location (s) from these two locations mentioned in the table above.
- ii. The other Bidders (Banks) (as per the bid rank in the descending order of quoted monthly license fee i.e. H2, H3 and so on) will be given an option to set-up ATMs at other location (s) mentioned in the tender document subject to matching the 'discovered price' (i.e. matching the monthly license fee quoted by the highest bidder) but before the validity of bid only i.e. 180 days from the date of opening of Financial Bid.

Location Map (Location No. 01)



Arrival Lower Level Location Map (Location No. 02)



Appendix II of Annexure A

GENERAL TERMS & CONDITIONS

The CHIAL hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said Airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
2. The charges for issuance of PIC (Photo Identity Card) etc. if any shall be borne by the Licensee.
3. The Licensee paying the license fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the CHIAL or any person claiming under the CHIAL who should invariably acknowledge the notice.
4. The Licensee shall not, unless with the written consent of the CHIAL, create a sub-contract of any description with regard to this license or any part thereof, nor shall be without such written consent as an aforesaid, assign or transfer his license or any part thereof.
5. The Licensee shall use the premises only for the purpose indicated in the Agreement and for no other purpose whatsoever.
6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by CHIAL, Civil aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.
7. (a) The Licensee Shall Indemnify the CHIAL from/against any claims made or damages suffered by the CHIAL by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
(b) The CHIAL shall not be responsible in any way for loss or damage by any means causes to the Licensee's stock or property.
8. Land/space area as mentioned in the award letter is subject to actual measurements, located at sites. The location is subject to change as per availability of space and operational requirements.
9. **HANDING OVER OF SITE/ PREMISES/ FACILITY:**
 - i. Handing over / taking over report to be signed by the Licensee at the time of taking the possession of the site.
 - ii. The built-up space (construction made by CHIAL) shall be measured on the basis of carpet area while bare space handed over to the party on which the party is to construct the infrastructure shall be measured on the basis of plinth area.
 - iii. The shops signage as per specifications / dimensions approved by CHIAL shall be provided / affixed by tenderer within the limit of area handed over.

- iv. In case where bare space has been handed over to the party and the licensee has constructed the infrastructure / carried out fabrication, the entire constructed area shall be jointly measured on the basis of plinth area and increase in area found, if any, may be billed as per tender conditions / regularized.
 - v. All fit-outs shall be conforming to CHIAL's fit-out Manual / Plans in vogue.
- 10. The Licensee shall be required to obtain prior clearance/approval for drawings before carrying out fabrication/development work in the allotted premises.
 - 11. It is the responsibility of the Licensee for proper maintenance, up-keep and security of their premises.
 - 12. The Licensee shall be permitted to use the allotted premises for the subject purpose only.
 - 13. The Licensee shall keep the premises in a clean and tidy condition and arrange treatments for fly proof and cockroach menace.
 - 14. The Licensee shall employ suitably educated, trained and well-groomed persons with pleasing personality and communication skills. They will display utmost courtesy towards the customers/passengers. The employee engaged by the Licensee shall be unblemished character and antecedents. The Licensee shall provide proper uniform to all his employees and it should be neat and clean.
 - 15. The Licensee shall follow the standard operating procedures for imparting efficient and quality services as per the international norms in this regard.

16. STANDARD HEALTH CLAUSE:

The Licensee shall comply with the requirements of all standard health clauses including those given below:

- i. The Airport Health Officer/Medical Officer of CHIAL or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Licensee.
- ii. All the instructions given by the Airport Health Officer/Medical Health Officer of CHIAL or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by them and his agent and servants,
- iii. The Licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health officer may medically inspect the said person or any person who is suspected to have been in contract with the person and take any precautionary and preventive measures considered necessary.
- iv. The Licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- v. The Licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or insanitary prejudicial to public health.

- vi. In the event of any default, failure, negligence or breach in the opinion of the CHIAL, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause(i) to (v), the CHIAL will be entitled and be at liberty to determine the Licensee forthwith and resume a possession of the premises without payments of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.
17. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the CHIAL in writing with the name, age, residence and specimen signature or thumb impression of all employee/servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the CHIAL shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the CHIAL and shall confirm to such directions as may be issued by the CHIAL in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all persons employed by him verified by the police to the satisfaction of the CHIAL, before the employment.

18. FIRE CLAUSE:

- i. Licensee would be required to install Two 09 ltrs. Capacity water type extinguishers and minimum one 4.5Kg, CO2 fire extinguisher or as may be determined by Fire Officer or any other authorized officer of CHIAL, depending upon the area of the licensed premises at his own cost before commencement of business.
- ii. No wooden partition/inflammable materials shall be permitted in the licensed premises. The material to be used for partition/fabrication of the shop/office premises be as per the specification given by CHIAL and to be got approved by CHIAL in advance.
- iii. Licence shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- iv. The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc., unless specifically provided under the Agreement to perform contractual obligations.
- v. The licensee shall get their electrical circuit tested, at least, once in a year and any defect noticed should be rectified immediately. Licensee shall submit the test report issued by electrical Supervisory Licence holder or engineer to CHIAL.
- vi. Electrical cable should not be laid on the false ceiling, or on the partition wall. Cable, where required, should be laid on metal cable trays.
- vii. Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
- viii. Main switch board, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
- ix. Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of CHIAL
- x. Combustible material should not be stored under/close to the electric switch board/distribution board /meters and approach to electrical board should be kept clear.

- xi. If in the allotted space, no false ceiling is provided by CHIAL; in such a case false ceiling will not be fabricated/created by the Licensee without prior specific approval from CHIAL.
 - xii. Internal partition/any modifications are not permitted unless written permission is obtained from CHIAL.
 - xiii. Storing of any type of material above the false ceiling is prohibited.
 - xiv. The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.
 - xv. Allottee shall not store combustible material more than seven days' use in the offices situated in terminal buildings.
 - xvi. Battery operated emergency light shall be placed in shops.
 - xvii. Telephone Numbers of fire control room shall be displayed.
 - xviii. NOC shall be obtained by the allottee from city fire service for carrying out any modification.
 - xix. Storing of liquid fuel of any type is strictly prohibited.
19. The Licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the CHIAL shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to replacement and call upon the licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.
20. The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing of license.
21. The Licensee will during the continuance of this license insure against any claim for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the CHIAL shall approve of and shall produce for inspection on demand by the CHIAL all policies in respect thereof and the receipts from time to time for current premium.
22. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the CHIAL this Agreement need not be terminated, the CHIAL may at its discretion recover compensation from the licensee up to the limit of the security deposit of the licensee. The decision of the CHIAL in this respect will be final and binding on the Licensee.
23. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
24. The Licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the CHIAL shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the Licensee shall immediately remove such books journals or

articles from premises, if, as decided by the CHIAL it is objectionable in any manner to keep exhibit or sell the same.

25. The Licensee shall maintain a complaint book in a prominent place in the premises and such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection anytime by the CEO(CHIAL).
26. The Licensee shall deposit duplicate keys of the premises with the CHIAL whenever the CEO demands and permit the authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the door or change the locking device on the said outer door of the shop.
27. The CHIAL do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation /bargaining will be entertained.
28. The License herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/buildings(s) /land/garden/tank/premises to or in favor of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
29. The CHIAL, its servants/representatives shall at all times have the absolute right of entry into the said premises.
30. If required, the successful licensee shall be required to submit Security Programme (as per Format A & A-1 available on BCAS website www.bcasindia.nic.in and www.bcasindia.gov.in) to the RDCOS office for issuance of Security Clearance / approval. The successful licensee shall also submit AVSEC Quality Control Programme (including any other requisites from BCAS during the currency of license) to the respective RDCOS Office for further necessary action. The licensee shall be allowed to operate the outlet in Security Hold Area only after BCAS clearance/ approval is obtained.

Signature Of Bidder/Licensee

SPECIAL TERMS AND CONDITIONS

For License for setting-up and operating ATM Facility at Shaheed Bhagat Singh International Airport, Chandigarh for a period of Seven (07) Years extendable for a further period of Three (03) Years

1. The Automated Teller Machine (ATM) should be operated round the clock every day without any break. Maintenance/ repair if any, required shall be attended to immediately. Adequate amount of cash should be available at all the times.
2. Limited number of Entry Passes may be issued to be authorized vendors of the respective Banks for filling up of cash and maintenance of the machine.
3. No advertising/branding shall be permitted at the ATM Counters. Only signboard indicating the Logo and name of the Bank shall be permitted to be displayed. The maximum size of signboard should not exceed the facia having maximum area of 12 sq. ft.
4. If the Banks want to install the CDM within the allotted space of ATM, it is also permitted.
5. If the Banks require additional space for installing CDM, space may be allotted adjacent to ATM at normal space rent, subject to availability. (Area for CDM shall not exceed 3mx2m or total of 06 sqm.
6. CHIAL shall not be responsible for any delay in obtaining permission/license from RBI/concerned Authorities.

Signature Of Bidder/Licensee

FORM OF BANK GUARANTEE**(To be executed on Non-Judicial Stamp Paper of Rs. 100/- by the successful Tenderer)**

WHEREAS vide a License Agreement dated _____ entered between CHANDIGARH INTERNATIONAL AIRPORT LIMITED (CHIAL), the Licensor (hereinafter referred to as "the AUTHORITY" or "you" or "your") of the one part and

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

1. Now therefore in consideration of the promises set forth herein and the at the request of the Licensee we, [*name of the bank*] having our branch office at [*address of the bank*] hereinafter called the "**Bank**" or "us" or "we", do, hereby irrevocably and unconditionally undertake to pay to you, the Authority, without reference to the Licensee, an amount not exceeding Rs. [*amount in figures*] (Rupees) without demur or protest, at any time or from time to time, on receipt of written demand from the Authority stating that the amount claimed is on account of the License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and/or due by way of losses and/or damages caused to or suffered or would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement or by reason of the Licensee's failure to perform its obligations under the License Agreement and the Authority shall be sole judge for this demand: Any such demand made on the Bank on or before [*date*] shall be conclusive as regards the loss or damage and the quantum of amount due and payable under this Guarantee, PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD.....) or extended for the amount increased from time to time.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court/Tribunal/any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority, as stated herein above, shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said License Agreement without any consent or knowledge of the Licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of the Authority or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of the Bank _____ or that of the Licensee or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by the Authority.
7. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions whatsoever and by whom ever imposed.
8. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Licensee shall have no claim against us for making such payment.

NOTWITHSTANDING anything contained herein:

- I. Our liability under this Guarantee shall be limited to a sum of [*amount in figures*] (Rupees [*amount in words*]-----during the currency of the License Agreement and 06 months thereafter.
- II. This Guarantee shall be valid up to [*date*] ----- and you, the Authority have the right to encash this Guarantee up to 180 days from the aforesaid date.
- III. We are liable to pay the guarantee amount or any part thereof under this Guarantee only and if you serve upon as a written claim or demand on or before_____.

For _____ Bank
_____ Branch

Dated:

Place:

Witnesses:

Name, Signature & Address

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We... (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (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 application for tender including submission of our Bid for the Concession to / License for ----- proposed by CHIAL including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-Applications and other conferences and providing information / responses to the CHIAL, representing us in all matters before the CHIAL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the CHIAL in all matters in connection with or relating to or arising out of our Bid for the said Concession and / or upon award thereof to us and / or till the entering into of the Concession 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 HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF 2..... For.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

[A declaration in the form of an Affidavit duly notarized to the effect that he does not fall under the categories shall be furnished on a non-judicial stamp paper of Rs. 100/- or above.]

DECLARATION

I

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

I/We do not fall under any of the following categories:

- a) A party having more than one-month current outstanding dues i.e. dues up to the month just preceding the month during which quotation has been published.
- b) No Dues Certificate issued by CHIAL to this effect or declaration (in case there is / was no contract with CHIAL / Chandigarh Airport under AAI) is submitted.
- c) De-barred / black listed by CHIAL or CBI or AAI or Undertakings / Departments like; Railways, Defence, or any other Department of Govt. of India, State Government. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- d) Parties facing action under The Public Premises (Eviction of Unauthorized Occupants) Act, 1971 or any other act applicable in this regard from time to time. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- e) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of CHIAL and has not paid such dues to CHIAL. The associated firms / subsidiaries of such defaulting party shall also not be eligible for consideration of quotation. Declaration to this effect in the form of affidavit shall be submitted by the bidder(s)
- f) A party who fails to deposit the requisite SECURITY DEPOSIT for the disputed amount referred to arbitrator in any matter between CHIAL and tenderer.
- g) Any proprietorship entity, firm or private limited company whose proprietor / partner / director is the proprietor / partner / director of another proprietorship entity / firm / private limited company which have revenue contract with CHIAL and have outstanding dues other than current dues and disputed dues stayed by court or arbitrator.

(In case reply to any of the above is "Yes", please furnish full details.)

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

Date: Signature with Seal

(On Letter Head)**Details of Outstanding Dues pertaining to Present/ Past contracts at CHIAL**

I/We are having/had the following contracts at Chandigarh International Airport Limited:

Chandigarh International Airport Limited					
Sr. No.	Facility/ Contract	Contract Period	Details of Security Deposit	Dues (if any) disputed/ Undisputed	Details of No dues certificate issued by CHIAL (if applicable)

Copy of No Dues Certificate (if applicable) to be attached.

(In case of no contracts at Chandigarh International Airport Limited - indicate nil.)

(On Letter Head)

Declaration of contracts held at AAI run Airports in India

I/We_____are having/had the following contracts at AAI run Airports in India.

NOTE: IN CASE OF NO CONTRACTS AT AAI, PLEASE FURNISH NIL REPORT.

UNCONDITIONAL ACCEPTANCE LETTER

To,

Dated:

The CEO,
Chandigarh International Airport Limited,
Mohali

Sir,

ACCEPTANCE OF CHIAL's TENDER CONDITIONS

The Tender documents for award of “**License for setting-up and operating Automatic Teller Machine (ATM) Facility**” at *Shaheed Bhagat Singh International Airport, Chandigarh* has been sold to me/us by Chandigarh International Airport Limited, Mohali and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/we shall abide by the conditions/clause contained therein.

I/we hereby unconditionally accept the tender conditions of CHIAL's documents in its entirety for the above facility.

The contents of Notice Inviting Tenders of the tender Documents have been noted wherein it is clarified that CHIAL reserves the rights to reject the conditional offers/tenders without assigning any reason thereto.

I/we declare that I/we have not paid and will not pay any bribe to any officer of CHIAL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of CHIAL asks for bribe/gratification, I will immediately report it to the appropriate Authority in CHIAL.

The required earnest money deposit for this facility is enclosed herewith.

Yours Faithfully,

(Signature of the BIDDER)
With rubber-stamp

For Successful Bidder only

(On Letter Head)

(Letter of understanding from the Depositor to be submitted along with Bank Guarantee to CHIAL)

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

Sub: My/Our bank Guarantee No. datedfor
Rs..... issued in favour of **CHIAL** A/c No.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security Deposit on account of contract awarded/to be awarded by M/s Chandigarh International Airport Limited to me/us.

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

Signature of the Depositor

Place:

Date:

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

1	BANK NAME	HDFC BANK LIMITED
2	ACCOUNT NO.	50200045008946
3	ACCOUNT NAME	CHANDIGARH INTERNATIONAL AIRPORT LIMITED
4	IFSC CODE	HDFC0000450
4	BRANCH NAME	HDFC Bank Ltd, SCO 382, Sector-37, Chandigarh
5	SWIFT CODE:	

**RTGS / NEFT DETAILS
OF
The Bidder for refund of EMD**

1	BANK NAME	
2	ACCOUNT NO.	
3	IFSC CODE	
4	BRANCH NAME	
Please enclose a scanned copy of cancelled cheque also.		

Check List of Security Clearance

Check List for approval of Draft Security Programme of Auxiliary Service Provider (ASPSP) / Fuel Farm (FFSP)/ Grounding Agency (GHA)/Maintenance and Repair Organization (MRO) / Regulated Agent (RA).

S. No	Particulars	Status (Page No. should be Hyperlinked in e-file)
1	Name of Entities as per Certificate of Incorporation printed as header of every page draft Security programme.	
2	Draft Security Programme forwarded by Airport Operator	
3	Recommendation of concerned RD	
4	Draft Security Programme as per concerned AVSEC order Training duly signed by CSO on each page.	
5	Security Clearance issued by BCAS HQ	
6	Certification of Incorporation of Entities /Company	
7	Memorandum & Article of Association	
8	Details of board of Directors including emails, contract nos. & correspondence address.	
9	Letter of Designation of CSO, with his specimen signature certified by Entities/Company.	
10	Detail of CSO including e-mails, contact nos. & correspondence address	
11	Agreement with Airport Operator	
12	Security clearness of Infrastructure /design of installation	
13	Agreement with BCAS approved entities	
14	Relevant AVSEC Orders/Circulars	

Indicative Check List of E-Sahaj Application for Security Clearance (For Guidance of Selected Bidder)		
S. No.	Name of Documents	Availability
1	E-Sahaj Application in specific format as per MOCA web site.	
2	ID Proof of Bods (Board of Directors) for Indian- PAN Card, for Foreigner-Passport	
3	Address Proof of Bods (Board of Directors) for Indian- Aadhar/DL/Passport, Voter ID, for foreigner- Passport/Visa/OCI/DL/National ID Card, Resident Card.	
4	Self-Declaration as per E-Sahaj-Application	
5	Company/LLP/Firm/Sole proprietor profile	
6	Certificate of incorporation/Registration of the Company/LP/Firm/Sole proprietor (as applicable)	
7	Memorandum of Association & Article of Association/Deed of partnership/Proprietorship Certificate (as applicable)	
8	Form DIR-12/32(cession/Appointment) if Change of Bods as per Article of Association.	
9	Valid Contract/Agreement letter (LOA/LOI/PO/WO/Tender order etc.) (as applicable)	
10	Forwarding/Recommendation letter from Airport operator.	
11	Separate Sheet for 100% shareholding details/pattern (if 100% details not mentioned in E-Sahaj application form)	
12	Previous security Clearance approval letter of BCAS (in case of Renewal, Name Change of Company/LLP/Firm, change of BODS/Key personnel and change of shareholding details)	
13	Joint venture Approval letter (if there is any Foreign Collaboration of the applicant)	
Note: - i) E-Sahaj Application data should match with the documents uploaded in support. ii) Uploaded documents should be valid and legible.		

Form of Quotation
Financial Bid
(To be submitted in sealed Envelope-‘B’)

1.	Name of License	
2.	Period of License	
3.	Name and Address of the Bank (in BLOCK LETTERS)	
4.	Minimum Reserve License Fee (per Location)	
5.	Offer of the License Fee per ATM Location per Month.	(in Figures) Rs. _____/- Per Month (in Words) Rupees _____ Plus, CAM Charges Plus GST Plus Electricity Charges as per actual metered consumption.

Note: Banks have to quote license fee above MRLF. Highest quote over and above MRLF, shall be treated as “discovered price.” The said “discovered price” would be for each ATM.

- I/We have carefully read and understood the terms and conditions of the License as contained in the Notice Inviting Quotation and the accompanied General Information/ Guidelines issued by Chandigarh International Airport Limited.
- CHIAL reserves itself the right to reject the conditional offer without assigning any reason thereto.
- CHIAL does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the service at the rate quoted.
- The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
- In case of any discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

(Signature & Seal of Authorized Signatory)

Name of Authorized Signatory _____

Designation _____

Witness:

1. _____

2. _____

**An Indicative Check list for documents to be submitted as part of Envelope 'A' Technical Bid
(To be placed as cover page of Technical Bid Documents)**

Sr. No.	Document	Submitted or not	If submitted Enclosed at page no.
1.	UTR/bank transactions details towards Tender cost and EMD	Yes/No	
2.	Documentary Proof in support of experience claimed as per eligibility criteria stipulated in NIT.	Yes/No	
3.	Annexure 'C' – on Rs. 100/- or above non-judicial stamp paper	Yes/No	
4.	Annexure 'D' (affidavit/Declaration on Rs. 100/- or above non-judicial stamp paper)	Yes/No	
5.	Outstanding Dues pertaining to Present/ Past contracts at CHIAL (Annexure 'E' on Letter Head)	Yes/No	
6.	Contracts held at AAI run Airports (Annexure 'F' on Letter Head)	Yes/No	
7.	Annexure 'G' - on Official letter head (Acceptance Letter)	Yes/No	
8.	Annexure 'H' (For Successful Bidder)	Yes/No	
9.	Annexure 'I' - RTGS/NEFT Details	Yes/No	
10.	Copy of PAN Card	Yes/No	
11.	Copy of GST certificate	Yes/No	
12.	Annexure 'J' – Security Clearance	Yes/No	
13.	Annexure 'K' - Form of Quotation	Yes/No	
14.	Annexure 'L' - Checklist	Yes/No	
15.	Other document(s) as per NIET	Yes/No	