



## SHAHEED BHAGAT SINGH INTERNATIONAL AIRPORT

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

CIN No. - U63013CH2010GOI031999

GST No. - 03AADCC8570B1Z2

### *E- Tender for Smoking Lounges and Sales Kiosks services At Chandigarh International Airport*

**COST OF E-TENDER DOCUMENTS - (Non-Refundable): Rs. 10,000/- (Rupees Ten Thousand only) inclusive of all taxes.**

Cost of NIT 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 (Annexure 'H'). **The bidders must enclose a scanned copy of the UTR number / details of the transaction along-with Technical bids.**

***(Tender ID: 2024\_AAI\_208492)***

#### **Critical Dates:**

Publish Date	All activities listed are through E-portal/online only	18/09/2024
Document Download / Sale Start Date		18/09/2024 1300hrs onwards
Document Download / Sale End Date		10/10/2024 at 1300 hrs
Clarification Start Date		18/09/2024 1300 hrs onwards
Clarification End Date		25/09/2024 1300 hrs
Bid Submission Start Date		18/09/2024 1300 hrs onwards
Bid Submission End Date		10/10/2024 at 1300 hrs
Bid Opening Date (Technical)		11/10/2024 at 1300 hrs
Bid Opening Date (Financial) <b>(Probable)*</b>		25/10/2024 at 1300 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 through e-portal only.

# **Chandigarh International Airport, Chandigarh**

## **Preface**

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 Urban Development Authority-HUDA) to operate and maintain The Chandigarh International Airport (*a new state of art International Airport at Mohali, Punjab*). **The New International Airport is operational from October 19, 2015.**

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

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

### **Major Airlines and Passenger Traffic data of Chandigarh Airport are as under:**

#### **Major Airlines:**

1. Air India/Alliance Air
2. Indigo
3. Vistara
4. Pawan Hans Limited

#### **Passengers Traffic Data for last five Financial Years is as follows:**

Particulars	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20
Domestic Passengers	3570668	3532463	2271233	1370389	2323707
International Passengers	150561	145323	17936	11245	121495
Total Passengers	3677786	3677786	2289169	1381634	2445202

The Passenger Traffic Data includes both Departing and Arriving Passengers. The above passenger Traffic Data can be accessed / viewed at [www.aai.aero](http://www.aai.aero).

***E- Tender for Smoking Lounges and Sales Kiosks services  
at Chandigarh International Airport  
for a period of five (05) Years***

**INDEX**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Page No.</b>
1.	Cover page, preface and Index	1-3
2.	Notice Inviting E-Tender	4-10
3.	General Information & Guidelines	11-18
4.	Guidelines to bidders (E-Tendering)	19-22
5.	License Agreement (Draft)	23-32
6.	Schedule of Premises	33-34
7.	General Terms & Conditions	35-42
8.	Special Terms and Conditions	43-44
9.	Bank Guarantee Form (Annexure 'A')	45-46
10.	EPOS	47
11.	Power of Attorney (Annexure 'B')	48
12.	Affidavit (Annexure 'C')	49
13.	Outstanding Dues pertaining to Present/ Past contracts at CHIAL (Annexure 'D' on Letter Head)	50
14.	Contracts held at AAI run Airports (Annexure 'E' on Letter Head)	51
15.	Acceptance Letter (Annexure 'F')	52
16.	Undertaking for Successful Bidder (Annexure 'G')	53
17.	RTGS/NEFT Details CHIAL & Bidder (Annexure 'H')	54
18.	Check List of Security Clearance (Annexure 'I')	55-56
19.	An Indicative Check list (Annexure 'J')	57

## **NOTICE INVITING E-Tender**

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

<b>Name of Licence/Facility</b>	<b>Location</b>		<b>Area</b>	<b>MMG</b>	<b>Earnest Money Deposit (EMD)</b>
<i>E- Tender for Smoking Lounges and Sales Kiosks services at Chandigarh International Airport for a period of Five (05) years.</i>	Domestic Security Hold Area	Sales Kiosk	05 sqm	Rs. 1,49,860/- (Rupees One Lac Forty-Nine Thousand Eight Hundred Sixty Only) per month + CAM + GST + Electricity charges	Rs. 1,79,840/- (Rupees One Lac Seventy-Nine thousand eight hundred forty only)
		Smoking Lounge	10 sqm		
	International Security Hold Area	Sales Kiosk	05 sqm		
		Smoking Lounge	20 sqm		

**Note: -**

- i. Tentative Location for the above license shall be as per the location plan indicated at **Schedule of Location/Premises and site plans.**
- 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 (Annexure 'H'). The bidders are requested to enclose a scanned copy of the UTR number/details of the transaction along-with technical bids.
- iv. The License can be terminated by CHIAL, if the smoking Lounges (Domestic & International Security Hold Area) are not maintained properly by the Licensee.
- v. The party shall quote amount in the prescribed financial bid format (BOQ file). Offer below MMG will not be considered for award.
- vi. The quoted license fee against MMG shall be subject to annual compound escalation @ 10% for subsequent years.
- vii. The successful tenderer 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.
- viii. The party shall pay the electricity charges as per the actual consumption by the rates decided and revised by CHIAL from time to time.
- ix. The counter shall be fabricated as per drawing and design of CHIAL, the drawings for the same shall be submitted by the licensee for approval of competent authority.
- x. 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](http://www.bcasindia.nic.in) and/or [www.bcasindia.gov.in](http://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.
- xi. Any additional area shall be considered for allotment on pro-rata basis (subject to availability and as per discretion of competent authority) on the license fees prevalent during the particular concession year.

- xii. Any backup office/store area space (subject to availability and in the non-passenger movement area) can also be considered for allotment. The current space rentals are Rs. 3,897/-per SQM per month + CAM Charges (@ 10% of space rentals) + GST, which are subject to annual compound escalation @ 10% every financial year. (The next escalation on space rentals shall become due on 01/04/2025).
- xiii. It may be noted that the licensee shall be allowed to commence the facility only after BCAS clearance / approval (wherever applicable) from other regulatory agencies is obtained.
- xiv. Maximum two employees would be allowed for manning the counter/kiosk and the licensee shall provide proper uniform to all his employees and it should be neat and clean.

**2. CAM CHARGES:**

The party shall pay Common Area Maintenance (CAM) charges@ 10% of the space rental. The current space rentals are Rs. 3,897/- per SQM per month, which are subject to annual compound escalation @ 10% every financial year. (Accordingly, the next escalation on space rentals shall become due on 01/04/2025).

**3. PERIOD OF LICENSE:**

The period of licence shall be for a period of **Five (05) Years**.

**4. ELIGIBILITY / SELECTION CRITERIA:**

The parties fulfilling the following eligibility/selection criteria are eligible to participate in the tenders:

**a) Technical Capacity:**

No Prior experience of running the Smoking Lounge & Sales Kiosk is required subject to the condition that the successful bidder will obtain all the requisite statutory/Regulatory permission & certification etc. as per the timeline mentioned in the RFP from the date of award of work. In case of failure in obtaining the requisite statutory/regulatory permission & certification etc. within a period of six months from the date of award of work, the award will be cancelled.

**b) Financial Criteria:**

- i. The Minimum gross turnover shall be 12 months of MMG/MRLF i.e. Rs. 17,98,320/- in any one of the Financial Years during the last seven years, in accordance with the Audited Financial Statement duly certified by a Statutory Auditor.
- ii. Net Worth of the bidder should be positive as on the date of publication of the NIT.

NOTE:

- The bidder shall submit a Certificate issued by Statutory Auditor/Chartered Accountant clearly indicating the Annual Turnover as per the Financial Eligibility Criteria and the Net-Worth of the bidder as on date of publication of NIT.
- The Certificate must be supported by Profit & Loss Statement and Balance Sheet duly audited by the Statutory Auditor/ Chartered Accountant.
- Bidder shall ensure that all the certified documents undertaken/ signed by Chartered Accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02<sup>nd</sup> August 2019].

**5. TURNOVER CRITERIA: (As required in Eligibility Criteria)**

Gross turnover means “Total value of sales excluding GST/VAT (Sales Tax) / Service Tax”.

~~In case of Consortium / joint venture, the lead member (holding at least 51% equity holding in the consortium / Joint Venture) shall have the requisite turnover not necessarily from the similar business but at least one of the members must have the Turnover sought from the similar business and such member shall not have equity holding less than 26% in the consortium / JV.~~

In order to assess the above, the parties shall submit the Profit and Loss Accounts along with the schedules indicating the break-up of their turnover / sales from various business and sources separately. In the absence of details in Profit and Loss Accounts, separate schedule showing bifurcation of revenue, the details are to be submitted by the tenderer duly certified by a Practicing Chartered Accountant.

In case of companies, Annual Report for any of the completed financial year for which experience has been sought is to be submitted.

### **“Consortium”**

~~In case of Consortium / joint venture, the lead member (holding at least 51% equity holding in the consortium / Joint Venture) must have the requisite turnover (not necessarily from the similar business) and at least one of the members must have the Turnover sought from the similar business and such member shall not have equity holding less than 26% in the consortium / JV.~~

~~“Consortium” shall mean a group of entities not exceeding three, coming together to Submit an Application.~~

~~The Applicant for Tender may be a single entity or a group of entities (the “Consortium”), coming together seeking allotment of the Concession / License. However, no applicant applying individually or as a Member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.~~

~~The Selected Bidder (including single entity) shall form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and implement the Concession. In case the Applicant is a Consortium, it shall, in addition to forming a SPV, comply with the following additional requirements:~~

- ~~a) Number of members in a consortium shall not exceed 3 (three);~~
- ~~b) subject to the provisions of sub clause (a) above, the Applications shall contain the information required for each member of the Consortium;~~
- ~~c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity shareholding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV throughout the Concession Term. The nomination(s) shall be supported by a Power of Attorney, as per the format enclosed, signed by all the other members of the Consortium. Lead Member shall remain throughout the period of the Concession.~~
- ~~d) The Application shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;~~

- ~~e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;~~
- ~~f) the members of a Consortium (including individual) shall form an appropriate SPV to execute the Concession, if awarded to the Consortium;~~
- ~~g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified (the “**Joint Bidding Agreement**”), for the purpose of making the Application and submitting the Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, interalia:
 
  - ~~i. convey the intent to form a SPV with shareholding / ownership **equity commitment(s) in accordance with this RFQ / Tender Documents** which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession is awarded to the Consortium;~~
  - ~~ii. Clearly specify the proposed roles and responsibilities, if any, of each member;~~
  - ~~iii. Specify the minimum equity stake to be held by each member and shall further undertake that the SPV shall, throughout the Concession Term, be in compliance of the applicable regulations governing foreign investment;~~
  - ~~iv. Undertake that the Lead Member, shall subscribe to 51% (fifty one percent) or more of the paid up and subscribed equity of the SPV and shall further undertake that such Lead Member shall, for the entire period of the Concession, continue to hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid-up equity share capital of the SPV;~~
  - ~~v. Members of the Consortium undertake that, subject to the provisions of sub-clause (g) (IV) above, they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV **at all times until the third anniversary (i.e. completion of three years from the date of commencement of the contract)**; and include an undertaking to the effect that all members of the Consortium (who submitted the Application) shall be liable jointly and severally for all obligations of the concessionaire in relation to the Concession in accordance with the Concession Agreement; and~~~~

~~The Parties hereby undertake that in the event the Consortium is declared, the Selected Bidder and awarded the Concession, it shall incorporate a Special Purpose Vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the CHIAL and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Concession.~~

#### **Important notes to bidders:**

~~In case the bidder / participant is a consortium / Joint Venture, documents and declarations of lead member (holding not less than 51% equity in the consortium / Joint Venture) shall be taken into consideration. However, in cases where lead member does not fulfil the criteria of turnover / experience from similar business, any of the other members holding not less than 26% equity holding in the consortium / JV and being in possession of such requirement would lead into eligibility of consortium / joint venture for the purpose of experience and turn over only.~~

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.

**6. DISQUALIFICATION CRITERIA:** (to be submitted in Annexure 'C' enclosed)

A party fulfilling the eligibility criteria specified in the NIT can participate in the tender. However, any party (a company, firm or a person) 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 debarring the participation of such party in CHIAL's tender for a period of up to **three (03) 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 a single party either a firm or an individual. The director/partner/proprietor of more than one company/proprietorship/partnership or firm will be considered as single party and one legal entity.*

## 7. **E-TENDER:**

- Tender Documents indicating full details of the License is available on <https://aai.aero> & <https://etenders.gov.in> . The tenderer can participate in the bid only on e-tender portal <https://etenders.gov.in> . The bids shall not be accepted in any other form.
- Bidders/Tenderers are also advised to get themselves acquainted for e-tendering participation requirement themselves at e-tendering portal mentioned above.
- Clarification needed, if any, may be sent through e-tendering portal only.
- E-bids shall be submitted in two bid system on e-portal as follows:
  - **Technical Bid**
  - **Financial Bid**

## **CRITICAL DATES:-**

Publish Date	All activities listed are through E-portal/online only	18/09/2024
Document Download / Sale Start Date		18/09/2024 1300hrs onwards
Document Download / Sale End Date		10/10/2024 at 1300 hrs
Clarification Start Date		18/09/2024 1300 hrs onwards
Clarification End Date		25/09/2024 1300 hrs
Bid Submission Start Date		18/09/2024 1300 hrs onwards
Bid Submission End Date		10/10/2024 at 1300 hrs
Bid Opening Date (Technical)		11/10/2024 at 1300 hrs
Bid Opening Date (Financial) <b>(Probable)*</b>		25/10/2024 at 1300 hrs

## 8. **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.

## 9. **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.

10. 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/organization/ministry/court of law.
11. CHIAL reserves to itself the right to reject the conditional Tenders without assigning any reason thereto.
12. 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).
13. 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. E-Tender documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder/tenderer: -
  - (i) Technical e-bid through e-portal
  - (ii) Financial e-bid through e-portal

### **3. TECHNICAL BID**

**3.1** The technical bid which shall be opened first, shall contain the following documents specified as under (Bidders shall upload scanned copy of the following documents in readable form at e-tendering portal as part of technical bid as a single PDF file):

- (a)** Documentary Proof in support of eligibility as per the terms and conditions of Notice Inviting Tender.

An undertaking/self-declaration that the furnished information is true also needs to be submitted along with supporting documents.

**(b)**

- (i) Profit & Loss Accounts and Balance Sheet / Annual Report as may be applicable for the completed financial years 2023-24, 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18 (for relevant period for which eligibility has been claimed) duly certified by the Practicing Chartered Accountant or Statutory Auditor.
- (ii) In case of Registered Company, Annual Report as per Companies Act consisting of Profit & Loss Accounts, Balance Sheet, Director's Report, Auditor's Report and Cash Flow Statement shall be submitted.
- (iii) The Annual Report shall also be accompanied with copies of FORM NO. AOC-4, MGT-7 or any other form(s) applicable in this regard from time to time with all enclosures / schedule as filed with Registrar of Companies (ROC) for the completed financial years 2023-24, 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18 (for relevant period for which eligibility has been claimed).
- (iv) Copy of ITR for the completed financial years 2023-24, 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18 (for relevant period for which eligibility has been claimed).
- (v) Monthly GST Return (GSTR 3B) – any one return filed during FY 2023-24, 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18.

- (c)** Self-attested photocopy of PAN Card and GST Registration Certificate.

In case of non-applicability of GST, the declaration to this effect duly certified by Practicing Chartered Accountant or Company Secretary or Cost Accountant clearly stating the reason for non-registration under the Concerned Statutes shall be submitted by the bidder(s).

- (d)** Self-Attested copy of Memorandum and Articles of Association in case of Registered Companies. The copy shall be attested by authorised signatory after publication of NIT.

Copy of resolution passed by the board of directors authorising the authorised signatory is also to be enclosed.

- (e)** By-laws in case of cooperative societies. The copy shall be attested by authorised signatory after publication of NIT.

Copy of resolution passed by the managing committee authorising the authorised signatory is also to be enclosed.

- (f) Partnership Deed in case of Partnership firm/ LLP. The copy shall be attested by authorised signatory after publication of NIT.

Copy of resolution passed / power of attorney authorising the authorised signatory duly signed by all partners is also to be enclosed.

- (g) Documentary proof in respect of payment of Earnest Money Deposit and Cost of Tender Document.
- (h) Details of Outstanding Dues i.r.o. present/ past contracts held with CHIAL along with No dues certificate issued by CHIAL (If applicable). Refer Annexure 'D'
- (i) Power of Attorney for signing of application- Annexure 'B'
- (j) Affidavit as per Annexure 'C'
- (k) Unconditional Acceptance Letter- Annexure 'F'
- (l) Declaration of contracts held at AAI run Airports in India. Annexure 'E'
- (m) CA certified Turnover - "Turnover" means turnover for the relevant period for which eligibility has been claimed in terms of the NIT.

~~In case of Consortium / joint venture, the lead member (holding at least 51% equity holding in the consortium / Joint Venture) shall have the requisite turnover.~~

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

- 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.
- 3.5 Tender documents shall be signed/initialled on each page BY THE AUTHORISED SIGNATORY.

#### **4. FINANCIAL BID**

The financial bid shall be in the prescribed format available at e-tendering portal incorporated under tender documents.

## **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 60 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/ gross turnover related royalty 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) The Commercial Department is to convey all the approvals/ sanctions to the concerned licensees.
- g) No gestation time shall be permitted in case of the renewal/ award of the contract in favour 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 60 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:**

- a) 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.
- b) 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.
- c) Payment of security deposits towards licence fee (including CAM charges and taxes) as per tender conditions (Rs.....) in the form of cash equivalents/ BG (the ratio of Cash/Cash equivalents and BG is already defined in para 11 "Security Deposit") within 30 days from the date of issue of the letter of intent / award.
- d) Payment of security deposits towards Electricity charges as per tender conditions (Rs.....) in the form of cash / BG within 30 days from the date of the letter of intent/ award.
- e) The Selected Bidder shall execute the Integrity Pact, (if covered under the threshold limit) as per the Draft Integrity Pact forming part of this Tender Document as per Annexure-N, prior to signing of the License Agreement.
- f) 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.
- g) 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 Six (06) months' License Fee + Space Rental (if applicable) + 10% of space rent as CAM Charges + GST, applicable during the first year of license, shall be deposited by the Licensee.

i.	Quoted License Fee per Month	= Rs.....
ii.	Space Rent	= 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 06 Months Charges (6 x vi)	= Rs.....

Security Deposit towards License Fees can be made as per following modes:

- i. At-least 60% of Security Deposit amount in the form of cash and cash equivalents only (i.e. through RTGS/NEFT)
- ii. The balance Security Deposit amount (up to 40% of total SD for License Fee) may

be in the form of Bank Guarantee.

**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 'A'. 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 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 encashed 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 180 Days 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 **Three (03) 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 **Three (03) 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.

### **a) TERMINATION:**

The contract awarded to the tenderer or concessionaire 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 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 (90) 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/license has been terminated within 50% of the license period or the party has not served the requisite notice of 90 days for surrender of license/concession after completion of 50% license 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:

Sr. No.	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 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.

**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:**

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 the sole arbitrator of a person to be appointed by the Chairman / CEO of the CHIAL. The award of the Arbitrator so appointed shall be final and binding on both the parties. The Arbitration and conciliation Act 1996 shall be applicable. 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. The seat of arbitration shall be in the Airport Vicinity or the CHIAL office as per the discretion of the Arbitrator.

Jurisdiction for accepting or challenging the arbitration award shall rest in the courts of Mohali, Punjab.

- 14.** The CHIAL reserves to itself the right to change the location of the premise/site at any time and may 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.
- 15.** All above guidelines will form part and parcel of the Notice Inviting e-Tender (NIT).

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

### **E-Tendering Participation Requirements:**

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

- The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
- The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- More information useful for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in/eprocure/app>.

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS:**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS:**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents and keep it as a repository.

***Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

#### **CPPP under GePNIC, Help Desk Services**

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

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

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

Email: [support-eproc@nic.in](mailto:support-eproc@nic.in)

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: [cphp-doe@nic.in](mailto:cphp-doe@nic.in).
3. For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)
  - a) In order to facilitate the Vendors / Bidders as well as internal users of AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).  
  
These Helpdesk services can be availed by Bidders/ Vendors facing technical issues is submission of CHIAL tender(s) also.
  - b) Before submitting queries, bidders are requested to follow the instructions given in

“Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

4. In case of any technical issues faced, the escalation matrix is as mentioned below:

Sr. No.	Support Persons	Escalation Matrix	E-mail address	Contact Numbers	Timings*
1.	Help Desk Team	Instant support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	<b>011-24632950, Ext-3512</b>	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Senior Manager (IT)	After 4 hours of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> or <a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	<b>011-24632950, Ext-3523</b>	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar, Jt. GM (IT)	After 12 hours	<a href="mailto:dkumar@aai.aero">dkumar@aai.aero</a>	<b>011-24632950, Ext-3527</b>	0930-1800 Hrs. (MON-FRI)
4.	General Manager (IT)	After 3 days	<a href="mailto:gmitchq@aai.aero">gmitchq@aai.aero</a>	<b>011-24657900</b>	0930-1800 Hrs. (MON-FRI)
5.	Commercial In-charge	After 3 days	<a href="mailto:hodcommercial@chial.org">hodcommercial@chial.org</a>	<b>0172-2242247</b>	0930-1800 Hrs. (MON-FRI)

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

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

## LICENSE AGREEMENT (Draft)

**Subject: E-Tender for Smoking Lounges and Sales Kiosks at Shaheed Bhagat Singh International Airport, Chandigarh, for a period of Five (05) 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 to operate Smoking Lounges and Sales Kiosks** 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 **Five (05) Years** w.e.f. \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier on account of following:
  - a) By giving Ninety (90) 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:

Sl. No.	Period	Amount of Monthly Licence fee + Space Rental (if applicable) + CAM + GST
i	-----	-----
ii	-----	-----
iii	-----	-----
iv	-----	-----
v	-----	-----

**Note:** - CAM (Common area Maintenance) charges @ 10 % of space rent 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 favour 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 Six (06) months' License Fee + Space Rental (if applicable) + 10% of space rent as CAM Charges + GST, applicable during the first year of license, shall be deposited by the Licensee.

i.	Quoted License Fee per Month	= Rs.....
ii.	Space Rent	= 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 06 Months Charges (6 x vi)	= Rs.....
------	--	-----------

Security Deposit towards License Fees can be made as per following modes:

- i. At-least 60% of Security Deposit amount in the form of cash and cash equivalents only (i.e. through RTGS/NEFT)
- ii. The balance Security Deposit amount (up to 40% of total SD for License Fee) may be in the form of Bank Guarantee.

**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 'A'. 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 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 encashed 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 180 Days 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 **Ninety (90) 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 **Ninety (90) 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 **Three (03) 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 **Three (03) 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:**

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

a) **TERMINATION:**

The contract awarded to the tenderer or concessionaire 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 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 (90) 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/license has been terminated within 50% of the license period or the party has not served the requisite notice of 90 days for surrender of license/concession after completion of 50% license 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:

Sr. No.	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 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.

**b) PENALTY IN CASE OF UNAUTHORISED 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:**

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 the sole arbitrator of a person to be appointed by the Chairman / CEO of the CHIAL. The award of the Arbitrator so appointed shall be final and binding on both the parties. The Arbitration and conciliation Act 1996 shall be applicable. 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. The seat of arbitration shall be in the Airport Vicinity or the CHIAL office as per the discretion of the Arbitrator.

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.	Any kind of Touting	50% of the license fees on first instance 75% of the license fees on second instance Termination of contract on third instance
5.	Misbehavior by staff	Rs. 1000/- per violation
6.	Over charging	10% of monthly license fee for each violation
7.	Staff not in Uniform	Rs. 500/- per instance per day
<b>Important note:</b> The service being critical and important to the passengers who smoke as well as those who don't prefer to smoke, licensee has to maintain premises compliant to COTPA act and in case if there is some or any kind of violation it will invite a penalty of minimum Rs.5000/- or as decided by competent authority for the first offense or repeated thereafter. The same penalty should be paid by the licensee. This payment from Concessionaire's end could either be direct payment to competent authority or to CHIAL.		

*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 \_\_\_\_\_ for on behalf of the CHIAL, in the presence of  
Witness:

1. \_\_\_\_\_
2. \_\_\_\_\_

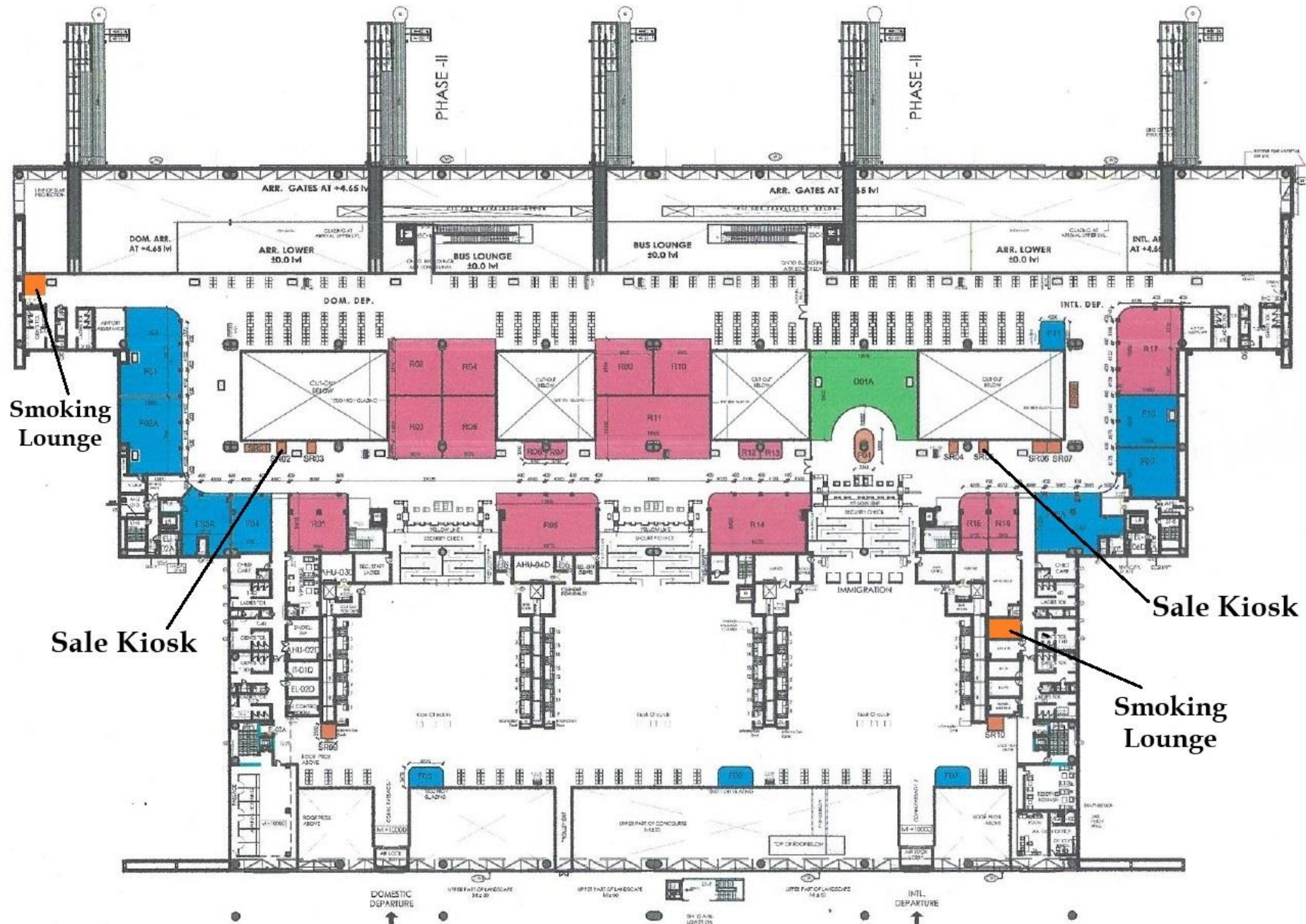
Signed by \_\_\_\_\_ for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ in the presence of Witness:

1. \_\_\_\_\_
2. \_\_\_\_\_



**Schedule of Location / Premises and site plans**

<b>Name of Licence/Facility</b>	<b>Location</b>		<b>Area</b>
<i>E- Tender for Smoking Lounges and Sales Kiosks services at Chandigarh International Airport for a period of Five (05) years.</i>	Domestic Security Hold Area	Sales Kiosk	05 sqm
		Smoking Lounge	10 sqm
	International Security Hold Area	Sales Kiosk	05 sqm
		Smoking Lounge	20 sqm



## **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 License 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. Licensee shall not engage in any business at airport other than in the exercise of the rights and privileges herein granted unless otherwise granted by airport in writing.
10. The services provided by the operator will be in a professional manner and in accordance with the policy applicable within the country and the agency shall exercise reasonable diligence and professional skills and care in the performance of services and obligations under the agreement.
11. Licensee shall ensure that its associated employees are well behaved with the customers/passengers.
12. Licensee shall ensure to fulfil all the applicable guidelines/provisions prescribed under Information Act, 2000 (IT Act) and further amendments from time to time.

13. The licensee will keep CHIAL indemnified against any claim from passenger and third party for any loss suffered arising out of any breach of Letter of award / agreement, applicable laws and its obligation related to the same under the LAW.
14. Licensee shall protect, indemnify, and save harmless airport, and/ or its employees from any damage or penalty suffered, imposed, or incurred by reason of the violation, disregard, or breach of any applicable law, order, or regulation, or by reason of any act or neglect, or omission of Licensee, or by employee of the licensee in relation to the premises.
15. Licensee shall comply, at its own cost and expense, with all Central, State and Local laws now or hereafter in force, which may be applicable to the operation of its business, shall obtain and pay for all necessary licenses and permits; and shall pay all fees and charges assessed under all applicable laws and rules.
16. Licensee undertakes to deploy sufficient manpower to ensure 24X7 unhindered and smooth operations of their activities from Airport without anyway hampering passenger movement and other facilities.
17. Licensee shall observe and comply with all rules and regulations which may from time to time during the term of this Agreement be promulgated by CHIAL for the safety and security, care, operation, maintenance and protection of the Airport and all laws and rules and regulations applicable to the operation of Licensee business operations.
18. CHIAL shall strictly enforce its rules and regulations, including but not limited to the restrictions upon the solicitation of passengers and use of the commercial lane and staging areas, to prevent encroachment upon and/or unfair competition with the rights and privileges granted to Licensee under this license.
19. The concessionaire shall maintain a suggestion / complaint system on its app which shall be used at all times for marking any feedback/suggestion/ complaints in relation to the services.
20. Licensee shall strictly comply & take necessary steps to prohibit its employees from using the Airport premises for following purpose:
21. Union gathering, illegal assembling and meetings, giving public speeches, or instigating others for disruption of services;
22. Distributing leaflets, brochures, pamphlets or any other written or printed material pertaining to labour issues, Union issues or else;
23. Licensee shall not at any time, assign or transfer this license or any part hereof, or any right, power, or privilege here under granted.
24. In the event of any violation of above clauses by or on behalf of Licensee, or in the case that CHIAL considers any conduct on the part of Licensee, its agent, or employees, or of any person or occupant for the time being of the premises, to be objectionable or improper, CHIAL shall have the right to terminate this license in accordance with the provisions, subject to notice to Licensee. CHIAL may at its option grant Licensee a reasonable opportunity to cure, if deemed fit & proper on a case-to-case basis.
25. Any Additional features for new services as proposed by the service provider has to be mutually agreed to by CHIAL.
26. No rebate whatsoever in the prevailing amount of licence fee during the period of ban of visitors' entry / suspension of flight operation by any or all airlines/CHIAL shall be entertained.

27. The Authority shall not be responsible for any legal cases etc. The sole responsibility in any legal case shall be of the licensee.
28. It is the responsibility of the licensee to obtain all applicable clearances/permits from the respective Govt. agencies/local authorities, if any, for running the subject facility.
29. The licensee shall not erect or display any advertisement, hoarding, banners signboards or undertake any modifications/construction plan at the allotted space. Any specific requirement regarding display of signboards of successful licensee shall need to be got approved from CEO, CHIAL.
30. The licensee shall provide proper uniform to all his employees, his workers/supervisors at his/their own cost. The licensee will also ensure that these are worn by the employees while on duty and kept in tidy condition along with nameplate indicating their name conspicuously.
31. The licensee has to make payments to his employees as prescribed under minimum wages act and as per all the related statutory provisions applicable thereto. And also, the licensee/company/agency should ensure their registration with PF & ESI purposes and compliance of contract labour provision too.
32. The licensee shall maintain a complaint register in the counter, easily accessible to the customers for recording their suggestions/complaints.
33. The character and antecedent of the employees should be verified from the police Authorities and a report is to be kept in the counter and the same should be made available for verification by CHIAL at any time.
34. The licensee must have provision to provide printed bill to the passengers/users on account of using subject services. The Provision should be made to accept the International Credit/Debit Cards and other means of e-payment mechanism i.e. Paytm, PhonePe, Mobikwik, BHIM etc. In the counter. The licensee shall make arrangements to accept payments through at least 02 e-payment modes apart from cash receipts.
35. The licensee shall have no claim form monopoly and the Authority shall be at liberty to permit/provide other smaller licensee/counters at other area within/outside Terminal Building, as may be necessitated by demand or as desired by the Authority.
36. The bidder can conduct a survey of the area and business potential of the contract before quoting their bids. No rebate of any sort shall be given due to any reason whatsoever.
37. The bidder is expected to visit the Airport premises and should satisfy himself / herself before submitting his / her bid. Anybody who submits his / her bid will be assumed to have visited the premises and having full knowledge of the premises.
38. The staff shall deal all the passengers with extreme courtesy and caution and any complaint from passengers about misbehaviour shall be construed as grounds for un-satisfactory performance.
39. The licensee has to keep the premises clean and tidy condition and open for inspection to the satisfaction of the CEO, CHIAL or his representative.
40. The licensee shall be solely responsible for the safety and security of passengers/property in the premises.
41. Designing, setting up and installation of the Display Boards shall be arranged by the licensee at his own cost to offer a pleasing ambience international standard to Airport. Perfect-able

slim boards to match the existing aesthetics of the Airport, after obtaining prior approval of CHIAL in the allotted space.

42. Objectionable material display will not be permitted. CHIAL also reserves the right not to allow any advertisement of certain commodities.
43. The Authority has the right to check, search examine the persons and the belongings of the Employees/ representatives and agents of the contractors while entering/ leaving the premises and they shall not leave the premises unless authorized by the concerned authority.
44. In case any employee is found engaged in doing any other work which is not relevant to the scope of this license, his entry permit shall be confiscated and cancelled and the licensee shall dispense with his service forthwith and arrange replacement in his place immediately.
45. The licensee is liable to pay the GST and / or any other statutory taxes as per the rules framed by Central/ State Government from time to time.
46. Licensee shall ensure that police verification and other documents as per BCAS guidelines are submitted in time for getting Airport Entry Permits.
47. PIC will be issued as per the guidelines of BCAS and on payment of applicable charges by the Licensee.
48. The Licensee shall not erect or display any advertisement or signboards without prior and written approval of CEO, CHIAL.
49. CHIAL shall handover bare space to the licensee and the licensee is required to renovate/interior decorate the store with fire retardant material which shall also give aesthetic look and should match with the surroundings. The plan of the shop shall be submitted to the authority in advance for prior approval.
50. No structural additions, alterations or modifications whatsoever to the said premises is permissible, without prior written approval of the CEO, CHIAL.
51. The Licensee shall use the said premises only for the purpose mentioned in the agreement and for no other purposes whatsoever, unless permitted by CEO, CHIAL.
52. The authority shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. Licensee shall be solely responsible for any such loss / claims.
53. The licensee shall abide by all the terms and conditions of CHIAL and rules and regulations of Central/ State Govt. Authorities as may be enforced from time to time.
54. No rebate in license fee shall be considered/allowed to on account of temporary closure of Airport, reduction in the no. of flight operation etc. and also in case of ban of visitors at airport imposed by BCAS and/or statutory Authority and or CHIAL or any restriction imposed by any regulatory/statutory at the Airport in regard to the services.
55. **HANDING OVER OF SITE / PREMISES / FACILITY:**
  - a) Handing over/ taking over report to be signed by the Licensee at the time of taking the possession of the site.
  - b) 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.
  - c) The shops signage as per specifications/ dimensions approved by CHIAL shall be provided/ affixed by tenderer within the limit of area handed over.

- d) 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.
- e) All fit-outs shall be conforming to CHIAL's fit-out Manual/ Plans in vogue.
- 56. The Licensee shall be required to obtain prior clearance/approval for drawings before carrying out fabrication/development work in the allotted premises.
- 57. It is the responsibility of the Licensee for proper maintenance, up-keep and security of their premises.
- 58. The Licensee shall be permitted to use the allotted premises for the subject purpose only.
- 59. The Licensee shall keep the premises in a clean and tidy condition and arrange treatments for fly proof and cockroach menace.
- 60. 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.
- 61. The Licensee shall follow the standard operating procedures for imparting efficient and quality services as per the international norms in this regard.

**62. 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.
63. 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.
64. **FIRE CLAUSE:**
- i. Licensee would be required to install Two 09 litres capacity water type extinguishers and minimum one 4.5 Kg, CO<sub>2</sub> 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.
65. 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.
  66. 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.
  67. 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.
  68. 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.
  69. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
  70. 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.

71. 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) or representative appointed by CEO CHIAL.
72. 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.
73. 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.
74. 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.
75. The CHIAL, its servants/representatives shall at all times have the absolute right of entry into the said premises.
76. If required, the successful licensee shall be required to submit Security Programmed (as per Format A & A-1 available on BCAS website [www.bcasindia.nic.in](http://www.bcasindia.nic.in) and [www.bcasindia.gov.in](http://www.bcasindia.gov.in)) to the RDCOS office for issuance of Security Clearance / approval. The successful licensee shall also submit AVSEC Quality Control Programmed (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 RETAIL OUTLET in Security Hold Area only after BCAS clearance / approval is obtained.
77. All the above guidelines will form part of the agreement.

Non-compliance of the above terms & conditions will be construed as ***“Un-satisfactory Performance & Violation of terms & conditions of Tender Document” and shall be dealt as per NIT/Agreement/LOIA.***

Signature of Licensee

## **SPECIAL TERMS & CONDITIONS**

The selected party should complete these jobs in order to continue with the contract. The scope of the contract will be –

The concessionaire/ licensee shall build/ renovate, operate and maintain smoking lounges complying with the COTPA Act,2003 and any amendment in the act.

The following written conditions parameters govern the jobs to be done under this contract

### **Task 1: Build / Renovate Smoking Lounges at terminal**

- i. Concessionaire/ licensee shall build/ renovate smoking lounges at terminal while completely complying with COTPA Act and any amendment in the act.
- ii. Smoking lounges and all the accessories, equipment inside the smoking lounges to remain the property of respective Airport.
- iii. Provision for negative pressure (relative to outside) inside the smoking lounge has to be ensured.
- iv. Separate Air supply and extraction systems to be made.
- v. Fan motors inside the lounge to have PLC enabled system to maintain the desired air flow.
- vi. System of Automatic closing door to be established and maintained at the entrance of the lounge. Default position of the door has to be "closed".
- vii. Flame less and fireproof Lighter to be fitted for use of passengers.
- viii. The air from the smoking lounge should be exhausted directly to outside through ventilation / cleaning system so that the smoke does not mix back in the air supply and the non-smoking areas of the building.
- ix. At the entrance wall/ glass arrangement to write "Smoking lounge" has to be done.
- x. It is fitted with a non-re circulating exhaust ventilation system or an air cleaning system, or by a combination of the two, to ensure that the air discharges only in a manner that does not re-circulate or transfer it from a smoking area or space to nonsmoking areas.

### **Task 2: Operation of Smoking Lounges**

The following parameters govern the repair and maintenance of the smoking lounges:

- i. Small kiosk for selling cigarettes can be placed outside the lounge, cigarettes can't be sold at any other place apart from the kiosk located outside the lounge.
- ii. No advertisement of cigarettes will be allowed inside and outside the smoking lounge and Sales kiosk.
- iii. Cigarettes can be sold at the market price in the kiosk.
- iv. Interiors of the lounge has to be done by the Concessionaire/licensee and should be pre-approved by the Chief Executive Officer, CHIAL.
- v. The License can be terminated by CHIAL if the smoking Lounges are not maintained properly by the License.
- vi. The Concessionaire/licensee shall at all times, and at its expense, be responsible for all service, maintenance and repair of the smoking lounges.

- vii. Concessionaire/licensee should make arrangements to ensure that no smoke of the lounge is getting leaked to the outside area.
- viii. In case there is any fine by relevant authorities regarding noncompliance of regulation by the Concessionaire/licensee for smoking lounge, that has to be settled by the Concessionaire/licensee at their own cost.
- ix. In case there is any problem / improvement area observed by the Airport team in the lounge during inspection, the same should be rectified within 48 hours.

### **Task 3: Maintenance of Smoking Lounges**

The Concessionaire/licensee shall ensure that all COTPA acts are being followed at all the times with regards to Smoking Lounges at the Airport. Additionally, the following items should be done.

- i. Efforts should be made to ensure that the odor in the lounge is fresh. Air Fresheners are use in Smoking Lounges.
- ii. Cleanliness of the premises has to be maintained by Concessionaire/licensee.
- iii. All the systems in place for the lounge have to be maintained till the last day of the contract duration.

### **Penalty**

The service being critical and important to the passengers who smoke as well as those who don't prefer to smoke, proposer has to maintain premises compliant to COTPA act and in case if there is some or any kind of violation it will invite a penalty of minimum Rs. 5000/- or as decided by competent authority for the first offense or repeated thereafter. The same penalty should be paid by the licensee. This payment from Concessionaire's end could either be direct payment to competent authority or to AAI.

Non-compliance of the above terms & conditions will be construed as ***"Un-satisfactory Performance & Violation of terms & conditions of Tender Document"*** and shall be dealt as per NIT/Agreement/LOIA.

Signature of Licensee

**FORMAT 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, 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 thereunder 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*] \_\_\_\_\_ [*amount in words*] during the currency of the License Agreement and 03 months thereafter.
- II. This Guarantee shall be valid up to [*date*] \_\_\_\_\_ and you, the Authority have the right to encash this Guarantee up to 90 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:

### **Guidelines i.r.o. Electronic Point of Sale (EPOS)**

- a) The EPOS services shall be on as and when required basis and CHIAL may introduce the same at a later date for the services provided by the licensee.
- b) The services shall be taken through authorized service provider of CHIAL only. The rate per PoS per month is Rs. 1475 + GST or as decided by competent authority.
- c) The Concessionaire shall abide by such rules and regulations as may be determined by CHIAL from time to time regarding the interface of CHIAL's host system and the Licensee's EPOS terminals.
- d) The Concessionaire shall permit CHIAL's authorized officers to inspect the EPOS terminals at the locations at any time.
- e) CHIAL may appoint a third-party engineer to audit the Licensee's EPOS terminals, from time to time. The licensee shall keep the audit rolls of Concessionaire's EPOS terminals and upon request by CHIAL submit to CHIAL such audit rolls.
- f) The Concessionaire shall obtain the approval of CHIAL for any relocation of the EPOS terminals at the Location and to bear the cost of such relocation.
- g) The Concessionaire shall ensure that POS terminals as used by Licensee shall fulfil CHIAL's passenger data requirements and such further requirements as may be ascertained by CHIAL from time to time. The cost of EPOS would be borne by the licensee.
- h) The Concessionaire shall allow all sales data and information at each of the EPOS terminals to be transmitted to CHIAL host system in a hard copy on a daily basis for audit purpose.
- i) CHIAL shall appoint a third-party engineer to Audit the infrastructure and audit the rolls of the Concessionaire's EPOS terminals from time to time. CHIAL has the right to take action on those licensees doing direct billing without entering the data into the EPOS system (issuing manual receipt without a genuine cause).
- j) CHIAL to ensure the EPOS Software that has been supplied has the capability of addressing the following business scenario.
  - i. Single POS
  - ii. Master Slave System (one machine would act as a master machine for conciliating the data of the sale).
  - iii. Client Server based system
- k) The Concessionaire shall not share the data available within the EPOS with any third party except as required under any applicable laws.
- l) In case of any dispute on the uptime of the machines the data from the manageability solution by CHIAL shall be relied upon.
- m) The Concessionaire shall submit a monthly MIS to CHIAL for return of goods. The licensee agrees that it shall not be allowed to receive any goods, any manual upload of stocks or goods returned or any manual entry of stocks depletion during the time any technical / power / manual failure / planned downtime is subsisting.
- n) The Concessionaire further agrees that cost of all consumables such as the cost of UPS batteries printer heads, supplies, stationery and consumables shall be borne by the licensee.
- o) The concessionaire shall allow dedicated net-connectivity to EPOS solution system of CHIAL.
- p) Monthly EPOS charges are to be borne by the concessionaire for which the monthly bills shall be raised by CHIAL.
- q) The installation of EPOS shall be mandatory from the date as prescribed by CHIAL.

**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 / the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for tender including submission of our Bid for the Concession to/Licence for -----proposed 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 ..... 20 ..... For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

(On Letter Head)

**UNCONDITIONAL ACCEPTANCE LETTER**

To,  
The CEO,  
Chandigarh International Airport Limited,  
Mohali

Sir,

**ACCEPTANCE OF CHIAL's TENDER CONDITIONS**

The Tender documents for the License to operate *Smoking Lounges and Sales Kiosks* at Chandigarh International Airport Mohali 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 tender documents in its entirety for the above facility.

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

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

Date: .....

(On Letter Head)

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

**For Successful Bidder only**

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

Sub: My/Our bank Guarantee No. .... dated ..... for  
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 AIRPORTS LIMITED**

1	BANK NAME	HDFC BANK Limited
2	ACCOUNT NO.	<b>50200045008946</b> CHANDIGARH INTERNATIONAL AIRPORT LIMITED
3	IFSC CODE	<b>HDFC0000450</b>
4	BRANCH NAME	HDFC Bank Ltd, SCO-382, Sec-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 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).**

<b>S. No</b>	<b>Particulars</b>	<b>Status (Page No. should be Hyperlinked in e-file)</b>
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	As per Applicability
13	Agreement with BCAS approved entities	
14	Relevant AVSEC Orders/Circulars	

<b>Indicative Check List of E-Sahaj Application for Security Clearance (For Guidance of Selected Bidder)</b>		
<b>S. No.</b>	<b>Name of Documents</b>	<b>Availability</b>
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)	
<b>Note: - i) E-Sahaj Application data should match with the documents uploaded in support. ii) Uploaded documents should be valid and legible.</b>		



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

Sr. No.	Document	Submitted or not	If submitted page no.
1.	UTR/bank transactions details towards Tender cost and EMD	Yes/No	
2.	Legal status of the bidder (Proprietorship/ Company/ Partnership/ Joint venture/ cooperative society etc.	Yes/No	
3.	Profit & Loss Accounts and Balance Sheet/ Annual Report (2023-24 or 2022-23 or 2021-22 or 2020-21 or 2019-20 or 2018-19 or 2017-18)	Yes/No	
4.	Documentary Proof in support of experience claimed as per eligibility criteria and turnover criteria stipulated in NIT.		
5.	CA certificate for Turnover from similar business for relevant period for which experience has been claimed. (showing bifurcation of revenue)	Yes/No	
6.	FORM NO. AOC-4, MGT-7 Or any other form(s) applicable for the completed financial year (2023-24 or 2022-23 or 2021-22 or 2020-21 or 2019-20 or 2018-19 or 2017-18)	Yes/No	
7.	Copy of MOA & AOA	Yes/No	
8.	Copy of ITR for the completed financial year i.e. (2023-24 or 2022-23 or 2021-22 or 2020-21 or 2019-20 or 2018-19 or 2017-18).	Yes/No	
9.	Monthly GST Return (GSTR 3B) -any one return filed during FY 2023-24 or 2022-23 or 2021-22 or 2020-21 or 2019-20 or 2018-19 or 2017-18.	Yes/No	
10.	Annexure 'B' - on Rs. 100/- or above non-judicial stamp paper	Yes/No	
11.	Annexure 'C' (affidavit/ Declaration on Rs. 100/- or above non-judicial stamp paper)	Yes/No	
12.	Outstanding Dues pertaining to Present/ Past contracts at CHIAL (Annexure 'D' on Letter Head)	Yes/No	
13.	Contracts held at AAI run Airports (Annexure 'E' on Letter Head)	Yes/No	
14.	Annexure 'F' - on Official letter head (Acceptance Letter)	Yes/No	
15.	Annexure 'G' (For Successful Bidder)	Yes/No	
16.	Annexure 'H' RTGS /NEFT Details	Yes/No	
17.	Annexure 'I' - Security Clearance	Yes/No	
18.	PAN Card & GST certificate	Yes/No	
19.	Annexure 'J' (An Indicative Check List)	Yes/No	

**Total nos. of pages in technical bid: \_\_\_\_\_**