



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

NOTICE INVITING e-TENDER (open tender)

For

**LICENSE FOR MANAGEMENT OF
VEHICLE PARKING SERVICES**

at

**Integrated Air Cargo Complex and Allied Areas,
AAICLAS, Kolkata Airport**

Tender ID No.: 2024_AAICL_196259_1

Tender Reference No.: AAICLAS/CCU/PARKING/2024

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DISCLAIMER

The information contained in this NOTICE INVITING E-TENDER document (the “e-Tender”) or subsequently provided to Applicant(s), whether in documentary form, by or on behalf of the AAICLAS, is provided to Applicant(s) on the terms and conditions set out in this e-Tender and such other terms and conditions subject to which such information is provided.

This e-Tender is neither an agreement nor an offer by AAICLAS but an invitation to the prospective Applicants or any other person. The purpose of this e-Tender is to provide interested parties with information that may be useful to them in the formulation of their financial application pursuant to this e-Tender. This e-Tender includes statements, which reflect various assumptions and assessments arrived at by the AAICLAS in relation to the subject Concession. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-Tender may not be appropriate for all persons, and it is not possible for the AAICLAS, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-Tender. The assumptions, assessments, statements and information contained in this e-Tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-Tender and obtain independent advice from appropriate sources.

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

The AAICLAS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Tender otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender arising in any way for participation in the bidding process.

The AAICLAS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-Tender.

The AAICLAS may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender.

The issue of this e-Tender does not imply that the AAICLAS is bound to select all the Proposals for bidding process for the Concession and the AAICLAS reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

The Applicant shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this e-Tender and ensure accuracy thereof. The AAICLAS or its employees shall accept no responsibility or liability for any deficiency that may be made by the Applicant. Any false declaration made by the Applicant shall invite action as may be decided by the AAICLAS including termination of Concession, debarring, forfeiture of EMD and/or Security Deposit. The Applicant shall also indemnify the AAICLAS and its employees from actions arising out of this e-Tender.

AAI CARGO LOGISTICS & ALLIED SERVICES CO LTD
KOLKATA AIRPORT

E-tenders are invited for award of License for Management of Vehicle Parking Services at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Kolkata Airport.

INTRODUCTION

AAI Cargo Logistics & Allied Services Co Ltd (AAICLAS) is a fully owned subsidiary company of Airports Authority of India (AAI). It is formed to manage its international and domestic cargo functions in India. The main functions of AAICLAS include:

- Design, Development and Management of air cargo terminal in a more professional manner.
- Improving existing infrastructure and developing new facilities vis-à-vis venturing into new business avenues and cater to needs of industry and stakeholders.

Major Airlines operating at Kolkata International Airport:

Domestic Airline Operators:

S.No.	Operators
1	Air India
2	Indigo
3	Spice Jet
4	Go Air
5	Vistara
6	Air Asia India
7	Alliance Air

International Airline Operators:

S.No.	Operators
1	Air Arabia
2	Air Asia Berhad
3	Air India
4	Air India Express
5	Blue Dart
6	Cathay Pacific(offline)
7	Emirates Airlines
8	Etihad Airlines
9	Fly Dubai
10	Indigo
11	US Bangla Airlines
12	Singapore Airlines
13	Qatar Airways
14	Spice Jet
15	Thai Air Asia
16	Thai Airways
17	Akasa Air
18	Go First(operations suspended)
19	Vistara

Major Cargo Traffic data in Metric Tons (approx.) of AAICLAS, Kolkata Airport are as under:

Year	Export(MT)	Import(MT)	Domestic(MT)	International Courier(MT)	Total (MT)
2020-21	26,923	9,129	74,224	-	1,10,276
2021-22	33,716	12,384	99,870	17	1,45,987
2022-23	32,890	10,678	99,682	23	1,43,272
2023-24	37,593	11,450	1,09,526	22	1,58,591

NOTICE INVITING e-TENDER (NIET)

1. E-Tenders is hereby invited from all **eligible agencies** for granting license for the following:

Name of Facility	Tender Processing Fees (in INR) Non-Refundable	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF)
License for Management of Vehicle Parking Services at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Kolkata Airport. Area: 8245 sq.m.	Rs. 50,000/- (Rupees Fifty Thousand only).	Rs. 16,14,483.00/- (Rupees Sixteen lakhs Fourteen thousand Four hundred Eighty Three only).	Rs.27,14,944.00/- (Twenty seven lakhs Fourteen thousand Nine hundred forty Four only) excluding all applicable charges.

- i. The concession shall be awarded through invitation of open tenders from eligible agencies.
- ii. Offers below MRLF will not be considered for award.
- iii. Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- iv. License fees shall be the quoted fixed license fees and is subject to annual compound escalation as mentioned in para 4 below.
- v. In addition to the quoted Licence Fees, the selected bidder shall be liable to pay:
 - i. Facilitation / Utility charges at 10% of normal space rent (or as may be notified by AAICLAS from time to time, presently normal notified space rent for Non-AC is Rs.2020/- Per Sq.m. per month subject to annual escalation) for any counter/office space if allotted. Presently there are 05 nos. of (03 at NICT & 02 at DACT) parking booth available measuring to 27.04 Sqm.
 - ii. All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
 - iii. Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the AAICLAS and at the rates as fixed from time to time.

2. Location Details: Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at Annexure-F & G

3. Period of Concession: The licence shall be for a period of “Five Years”

4. Rate of Escalation:

- a. The rate of escalation is linked with cargo growth and shall be made effective in the following manner:

Sl.No	Cargo Growth (in the preceding 12 months from the month in which escalation is due)	Rate of Annual Escalation
1	Up to 5% (including negative growth)	5%
2	Greater than 5% and up to 18%	10%
3	Greater than 18%	15%

- b. The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which one year of license is completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
 - c. If the term of contract is extended beyond the regular period specified in this NIT, the applicable rate of annual escalation on monthly licence fee during extended period shall be the higher of:
 - i. Additional 10% escalation on normal escalation rate on last billed licence fee or
 - ii. Escalation of 20% on the last billed licence fee
 - d. Escalation on licence fee as specified above at point c shall be applied on annual basis w.e.f. the date on which the escalation is due.
 - e. If the date on which annual escalation is due falls in-between the extension period, the escalation shall be applied from such date.
5. The prospective bidders are requested to go through the tender conditions and visit the site / cargo terminal to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAICLAS at any stage for whatever reasons.
6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAICLAS. Conditional tenders would be summarily rejected.
- 7. Handing Over / Taking over of Site / Facility:**
- a. Site will be handed over to the Licensee upon fulfillment of conditions of award within the stipulated time of Gestation period.
 - b. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have ended on 30th day after issuance of award letter. However, actual handing over of sites shall only be done after completion of all conditions of award.
- 8. Gestation Period:**
- a. Gestation period of 30 days reckoned from the date of issue of LOIA shall be permissible.
 - b. The Licensee will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA. Conditions of award such as submission of Security Deposit, payment of advance license fees, execution of agreement etc. to be completed within 15 days of issuance of LOIA
- 9. Eligibility Criteria:**
All the eligible agencies for participating in Vehicle Parking tender applicable to Kolkata Airport as per list enclosed at Annexure-t are only eligible to participate in this e-Tender.
- Note:**
JV/Consortium is not eligible to participate in the Vehicle Parking Management tender
10. Only one e-tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.

11. Any party either a firm or an individual falling under the following categories is **not** eligible:
- a) De-barred/black listed by CBI or AAI or AAICLAS or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. A declaration to this effect is also to be submitted by the party with tender documents.
 - b) Parties facing action under PPE Act, with AAI/AAICLAS.
 - c) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI/AAICLAS at any of the airports as a whole and has not paid such dues to AAI/AAICLAS shall also not be eligible for the e tender.
 - d) If the entity participating in any of the tenders is a Private or Public Limited Company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to AAI/AAICLAS, then the said entity may not be allowed in AAICLAS tenders. The disputed dues referred to an arbitrator for adjudication as per terms and conditions of the license agreement shall not form a part of outstanding dues for the purpose of the acceptance of tender documents.
 - e) A declaration to the effect that the Tenderer does not fall under the categories a), b), c), and d) above must be submitted in the Technical Bid. (Refer: Annexure-L). Following declaration will also be part of Annexure-L:

“I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI/AAICLAS in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”

12. E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in
- i. The bids shall be submitted only on the NIC CPPP E-Tendering Portal at etenders.gov.in
 - ii. The bids shall not be accepted in any other form
 - iii. The e-tendering process is online at NIC CPPP E-Tendering Portal at etenders.gov.in
 - iv. Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in mentioned above.
 - v. Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
 - vi. **Cost of tender fees amounting to Rs. 50,000/- (Rupees Fifty thousand), shall be paid by the bidder before the scheduled time of e-tender submission through NEFT in favor of ‘AAI Cargo Logistics & Allied Services Co Ltd’. The bank details are given in 12 viii below. No other mode of payment shall be acceptable.**
 - vii. **The amount of Earnest Money Deposit (EMD) of Rs. 16, 14,483.00 (Rupees sixteen lakhs, Fourteen thousand, Four hundred and Eighty Three only) shall be paid by the bidder before the scheduled time of e-tender submission through RTGS / NEFT in favor of ‘AAI Cargo Logistics & Allied Services Co Ltd’. No other mode of payment shall be acceptable.**
 - viii. The Bank particulars pertaining to ‘AAI Cargo Logistics & Allied Services Co Ltd’ Bank account for RTGS / NEFT are as follows: -

Account Name	AAI Cargo Logistics & Allied Services Co Ltd
Account Type	Current
Account No.	37131046964
Bank Name	State Bank of India
Branch	Air Cargo Complex, NICT, NSCBI Airport
IFSC Code	SBIN0010418.

- ix. A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) made through RTGS / NEFT is to be uploaded (i.e. Scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- x. Non-submission of cost of tender document and EMD shall lead to disqualification of bidder.
- xi. E-bids shall be submitted in two bid system as follows: -
 - I. Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the General Information and Guidelines of Notice Inviting e-Tender.
 - II. Financial Bid – As required under clause 4 of General Information and Guidelines of Notice Inviting e-Tender.

14. Critical Dates:

S. No.	Activity	Scheduled Dates and Time
1.	Publishing Date	22.05.2024 at 14:00 hrs.
2.	Document Download/ Sale start Date	From 22.05.2024 at 15:00 hrs.
3.	Seek clarification Start Date	From 22.05.2024 by 15:30 hrs.
4.	Seek Clarification End Date	28.05.2024 by 18:00 hrs.
5.	Bid Submission start date (technical & financial) on CPP portal	From 22.05.2024 at 16:00 hrs.
6.	Last date for submission of Bids (technical & financial) on CPP portal	12.06.2024 at 14:00 hrs.
7.	Opening of Technical Bids / Proposal(s) (online only) (Tentative)	On 13.06.2024 at 14:00 hrs.
8.	Opening of Financial Bids of Technically qualified bidders (Tentative)	It will be announced later.

15. In case bidder withdraws from tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.
16. After last date of submission of bid, at any stage if any bidder withdraws from tender process, entire EMD amount shall be forfeited.
17. After opening of the technical bid and before opening of financial bid, if any bidder withdraws from tender process, the EMD of the party shall be forfeited and the party shall be debarred for participation in any tender at Kolkata Airport for one year from the date of debarment.
18. AAICLAS reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

19. AAICLAS reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the bidder (s).
20. On acceptance of the tender, the name of the authorized representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAICLAS is to be intimated.

**REGIONAL MANAGER-ER
AAICLAS, NICT, NSCBI AIRPORT
KOLKATA AIRPORT**

“E-Tendering guidelines to the bidders”

E-Tendering Participation Requirements: Interested bidders/tenderers willing to participate through e-tendering process are required to register themselves in the GOI Central Public Procurement Portal www.etenders.gov.in

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal follow hyperlink given below:

<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

Bidders Manual Kit available for download at the hyperlink given below:

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical assistance with regard to the functioning of the portal, the bidders may contact the Help desk according to escalation matrix given below:

CPPP under GePNIC, Help Desk Services

- 1. For any technical related queries, please call the Helpdesk at 24 x 7 Help Desk Numbers: 0120-4200462, 0120-4001002**

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

Tel : 0120-4200462, 0120-4001002

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

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

E-Mail: cPPP-doe@nic.in

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

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

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

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

- 5. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAICLAS, SRI RAJ KUMAR PRASAD Senior Manager (Cargo/ Commercial).**

GENERAL INFORMATION AND GUIDELINES

1. E-Tender Documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer: -
 - a) The technical e-bid through e-portal.
 - b) The financial e-bid through e-portal.
3. Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (Power of Attorney) should be on non-judicial stamp paper of RS.100/- duly attested by Notary Public (Format as per Annexure: H). The technical e-bid which will be opened first, shall contain the following documents specified as under (Bidders shall upload scanned copy of following documents along with authorization letter in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of technical bid):

Technical Qualifying requirement:

- a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per Annexure-J:
- b) Self-attested copies of the PAN card, GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission will not be considered as exemption. AAICLAS reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
- c) Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of company as per the companies Act.
- d) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.
- e) The Bidders are required to furnish Earnest Money Deposit of Rs. 16, 14,483.00 (Rupees sixteen lakhs, Fourteen thousand, Four hundred and Eighty three only) and Tender cost of **Rs.50,000/-** (Rupees Fifty Thousand only) (non-refundable). The EMD and tender cost shall be deposited via bank transfer in the form of RTGS/NEFT to “AAI Cargo Logistics and Allied Services Co Ltd” as per the details provided below. A copy of document indicating payment of EMD and Tender fee through RTGS/NEFT is to be uploaded in the technical bid. Non-payment of EMD and Tender fee by the stipulated date & time shall lead to disqualification of tenderer(s):

Account Name	AAI Cargo Logistics & Allied Services Co Ltd
Account Type	Current
Account No.	37131046964
Bank Name	State Bank of India

Branch	Air Cargo Complex, NICT, NSCBI Airport
IFSC Code	SBIN0010418.

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

Refund of EMD:

EMD of unsuccessful bidders received through bank transfer mode (RTGS/NEFT) shall be refunded online through the same mode only and it shall be refunded in the bank account whose detail is required as per “Annexure-O” to be submitted as part of technical bid. The refund of EMD to unsuccessful bidders shall be initiated automatically within 15 days of opening of financial bid / cancellation of e-tender.

f) No Dues Certificate:

i. Self-Declaration of Dues:

The party should submit the details of contracts held (current and past) at all AAI/AAICLAS controlled airports and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit (Refer Annexure L).

ii. No Dues Certificate:

The party should also enclose the no dues certificate issued by AAI/AAICLAS (Up to 31.03.2024 except where the dues are pertaining to current quarter i.e. the quarter in which tender is invited) in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. Format as per Annexure-N

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

g) Letter of unconditional acceptance of AAICLAS terms and conditions duly signed (enclosed as per Annexure -I along with tender documents).

h) Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI/AAICLAS in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees”

i) Declaration giving the details of blacklisting or debarring by AAI/AAICLAS, or any Government of India department, any Central or State public sector

- undertakings. (NIL statement also to be filed). (Refer Annexure-L).
- j) Declaration of cases / action under PPE Act initiated by AAI/AAICLAS. (NIL statement also to be filed). (Refer Annexure: -L)
 - k) Declaration in respect of near relatives working in AAI/AAICLAS, as per Annexure-M.
 - l) Letter of Undertaking by Bidder, as per Annexure:-K
 - m) Scanned copy of complete set of e-tender document containing 64 no. of pages (duly signed and stamped by the authorized person)

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

Note:

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

4. Financial Bid

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

I / We have carefully read and understood the terms and conditions of the licence as contained in E-Tender Documents issued by the AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS) including the following:

- i. Earnest Money Deposit of Rs. 16,14,483.00/- (Rupees Sixteen lakh Fourteen thousand Four Hundred Eighty Three only) liable to be forfeited by AAICLAS, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in e-tender documents, within prescribed time.
 - ii. On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall be debarred by AAI/AAICLAS for further participation in the tenders at its airports or at any other place under the control of AAI/AAICLAS, for a period of three (3) years.
 - iii. In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAICLAS reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e-tender/ tender of AAICLAS, for a period of Five (05) years.
- b) AAICLAS reserves to itself the right to reject the conditional offer without assigning any reason thereto.
 - c) AAICLAS does not bind itself to accept the highest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the service at the rate quoted.
5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAICLAS tender(s) / e tender(s) for a period of Five (05) years, on account on non-completion of the following:

- a) Acceptance of the offer within seven (07) days from the date of issuance of the award letter addressed to the party.
 - b) Payment of advance license fee for one month within 15 days from the date of issuance of the award letter.
 - c) Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 4 months equivalent licensee fee of the Fifth (05th) year to AAICLAS as an interest free Security Deposit. The SD amount equivalent to 2 months licensee fee to be submitted in the form of BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, will not be accepted) and balance 2 months equivalent licensee fee by way of NEFT/RTGS or DD/PO. (For the purpose of calculation of SD Amount, License Fees in the Third Year may be arrived at by escalating quoted license fees by 10% annually; however, actual escalation as per escalation formula shall be applicable for billing purpose.)
 - d) Execution of the Agreement on non-judicial stamp paper of Rs.500/- within 15 days from the date of issuance of award letter (Stamp Duty and Agreement Registration Fees to be borne by the licensee).
 - e) Commencement of the facility within gestation period.
6. E - Tender(s) will remain valid for a period of 180 days from the date of opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in any tender of AAICLAS for one year.
 7. The tenderer(s) shall give the list of his / her near relatives employed in AAI/AAICLAS.
 8. The successful bidder shall intimate the names of the persons employed by him or going to be employed, who are **near relatives** of AAI/AAICLAS employees, or are ex-employees of AAI/AAICLAS who have separated from AAI/AAICLAS in the past two years.
 9. **Fraud & Corrupt Practices and Penalty:**
 - a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAICLAS at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:
 - i. has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or
 - ii. has made misleading or false representation in the forms, statements and attachments submitted; or
 - iii. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAICLAS for the evaluation of the Proposal; or
 - iv. One or more of the eligibility criteria have not been met by the Applicant; or
 - v. The Applicant has made a material mis representation; or
 - vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - vii. The applicant or its associates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of

submission of any kind of documents/ Bank Guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with AAI/AAICLAS or any PSU or Government Departments during the last 5 years;

- b) Then the LOIA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAICLAS to the agency without AAICLAS being liable in any manner whatsoever to the agency. In such an event, AAICLAS shall forfeit and appropriate the EMD and Security Deposit and debar the agency from AAI/AAICLAS tenders for any period not succeeding subject to minimum of three years, as the case may be without prejudice to any other right or remedy that may be available to AAICLAS in this regard.
- c) If such an event occurs after the issuance of LOIA and during the contract period, then AAICLAS reserves the right to take any such measure as may be deemed fit in the sole discretion of AAICLAS, including annulment of the contract and forfeiture of the Security Deposit Amount.
- d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAICLAS makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAICLAS and/or their employees/representatives on matters relating to the Proposals under consideration.

10. Conflict of Interest:

- a) The bidder should ensure that they are not falling into any conflict of interest. The bidder shall be disqualified, if there is a conflict of interest on its part. In such an event, AAICLAS shall forfeit and appropriate EMD, and debar the bidder from participating in future AAICLAS tenders for a period not less than three (03) years.
- b) The bidder shall be deemed to have a conflict of interest affecting bidding process, if:
 - i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder; its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder hereof having a shareholding of more than twenty(20) per cent of the paid up and subscribed share capital of Such Bidder, Member or Associate, as the case may be), in the other Bidder, its Member or Associate is less than twenty(20) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, Insurance company, pension fund ,AAI Cargo Logistics and Allied Services Co Ltd, Govt of India or a public financial institution referred to in the Companies Act, 1956/2013 or as amended from time to time. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken

into account for computing the shareholding of such controlling person in the Subject Person; and

- b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. A constituent of Such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any Such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Member or any Associate thereof; or
- iv. Such Bidder has the same legal representative for purposes of the Proposal as any other Bidder; or
- v. Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other information about, or to influence the Proposal of either or each other; or
- vi. Such Bidder or any Associate thereof has participated as a consultant to AAICLAS in the preparation of any documents, design or technical specifications of the Concession.
- vii. In case of an applicant having legal relationship with any other applicant.

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

a) Normal termination:

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

b) Termination for cause:

If the party or AAICLAS has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice period shall be granted. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAICLAS the values of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

c) **Termination for convenience:**

Either party, AAICLAS on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAICLAS to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAICLAS will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 50% of the license period or the party has not served the requisite notice of 60 days, for surrender of license/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		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% of 75%	4	3	2
(iii)	between 75% of 100%	2	2	1

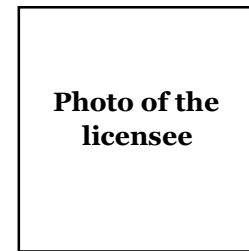
NOTE: If the licensee does not operate the license up to 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

d) **Termination for regulatory / legislative or supervisory requirements:** If any provision on law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise, then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAICLAS.

12. All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIT).
13. AAICLAS reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.
14. AAICLAS reserves right to reject any or all e-tender(s) in part or in full without assigning any reason.
15. Signing of Integrity PACT is part & Parcel of bidding processes as well as execution of agreement with successful H1 bidder.

***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”.

Draft Licence Agreement



SUBJECT: Grant of License for Management of Vehicle Parking Services at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Kolkata Airport.

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

The AAI Cargo Logistics & Allied Services Company Limited (A subsidiary of Airports Authority of India) having its Corporate Office at AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi – 110 003 and having its Regional Office at New Integrated Cargo Terminal, NSCBI Airport, Kolkata-700052. represented by Regional Manager hereinafter called the ‘AAICLAS’ (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman or Member, Chief Executive Officer, General Manager, Regional Managers, Officers or any of them specified by the Chairman in his behalf and shall also include its successors and assigns) of FIRST PART; and

_____, a Proprietorship Firm/ Partnership Firm/ LLP/ Company incorporated under the Company Act 2013, represented by _____ and having its registered office at _____ (hereinafter called the “LICENSEE” (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the AAICLAS is entitled in “Law” to grant license at Kolkata Airport for the purpose of Management of Vehicle Parking Services at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Kolkata Airport and is in possession of space, more fully described in the schedule, hereinafter referred to as the **PREMISES**.

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

AND WHEREAS the AAICLAS is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of Five (05) years From _____ to _____ unless terminated earlier on account _____ of _____ following:
 - a. By giving 60 days of notice in writing without assigning any reason.
 - b. Terminated by AAICLAS on a short notice on account of unsatisfactory performance.

- c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. That in consideration, Licensee shall pay the AAICLAS every month in advance by way of license fee on or before 10th day of English calendar month as under:

Year	Amount of Monthly License Fee
1 st Year	Rs. 27,14,944/- + Utility / Facilitation Charges + GST applicable on time
2 nd Year	Rs. 29,86,439/- + Utility / Facilitation Charges + GST applicable on time
3 rd Year	Rs. 32,85,082/- + Utility / Facilitation Chargers + GST applicable on time
4 th Year	Rs. 36,13,591/- + Utility / Facilitation Chargers + GST applicable on time
5 th Year	Rs. 39,74,950/- + Utility / Facilitation Chargers + GST applicable on time

3. Rate of Escalation:

- a. The rate of escalation is linked with cargo growth and shall be made effective in the following manner:

S.No	Cargo Growth (in the preceding 12 months from the month in which escalation is due)	Rate of Annual Escalation
1	Up to 5% (including negative growth)	5%
2	Greater than 5% and up to 18%	10%
3	Greater than 18%	15%

- b. The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which one year of license is completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
- c. If the term of contract is extended beyond the regular period specified in this NIT, the applicable rate of annual escalation on monthly licence fee during extended period shall be the higher of:
- Additional 10% escalation on normal escalation rate on last billed licence fee or
 - Escalation of 20% on the last billed licence fee
- d. Escalation on licence fee as specified above at point c shall be applied on annual basis w.e.f. the date on which the escalation is due.
- e. If the date on which annual escalation is due falls in-between the extension period, the escalation shall be applied from such date.
4. The licensee has to pay the bill by 10th of every month in advance for that particular month, failing which interest at the rate of 12% per annum for the first 30 days and 18% thereafter shall be charged without prejudice to AAICLAS other rights and remedies.
5. That in addition to the above said licence fee, licensee shall pay all charges towards

consumption of electricity and water as may be due as determined by the AAICLAS and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the AAICLAS may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

6. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in “Laws”.
7. That the Licensee shall make payment of license fee etc. Demand Drafts/Pay Order drawn on local banks or through RTGS/NEFT. No cheque shall be accepted in payment of license fee etc.
8. That the licensee shall deposit a sum of Rs. _____ /- (Rs. _____ only) i.e. an amount equal to 04 months of license (based on Last year license fee) fee as Security Deposit in the form of Demand Draft / Pay order / RTGS/NEFT/ Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Regional Manager, AAI Cargo Logistics and Allied Services Co Ltd, Air Cargo Complex, NICT, Kolkata Airport, Kolkata 700 052. Bank Guarantee should be valid for the entire period of license plus six (06) months. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the AAICLAS may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the AAICLAS to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the AAICLAS shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
9. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual licence/concession value for the last year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover SD towards all types of utilities (such as Electricity, Water, Data Port, Telephone etc).
10. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
11. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by AAICLAS in such manner as may be prescribed. The Licensee shall provide to the AAICLAS, if so, required by the AAICLAS, Statements of Audited Accounts in such manner and within such period as the AAICLAS may prescribe. Licensee shall be liable to share invoicing details live with AAICLAS.
12. That the Licensee shall have no right to object as and when the AAICLAS decides to grant additional License for similar facility at the airport premises where the Licensee is rendering such services.
13. That AAICLAS shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the

Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the AAICLAS.

14. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and AAICLAS shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
15. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the AAICLAS. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
16. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all bonafide persons engaged in doing business in the Air Cargo Complex.
17. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the AAICLAS.
18. The licensee must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating any tender in AAICLAS for minimum period of 01 (one) year.
19. That in case if at any stage during the currency of the agreement, AAICLAS finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAICLAS shall be forfeited and the licensee shall be debarred for three years for participation in AAI/AAICLAS tender. However, in case the licence is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
20. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 days' notice in writing, otherwise the Licensee shall be liable to pay to the AAICLAS (without any demur or question) such amount of money as the AAICLAS may decide as due to it by the Licensee. The license can be terminated by the AAICLAS by giving 60 days' notice in writing without assigning any reason thereto.
- 20.1 AAICLAS reserves right to terminate the contract at any time after completion of two year without assigning any reason and in view of cargo Infra / Airport Expansion/ development program.

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

A. **Normal termination:**

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

B. Termination for Cause:

If the party or AAICLAS has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of **45** days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within **50%** of the contract period then the party is liable to pay AAICLAS the value of license fee equal to the amount of current license fee for the six (06) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

C. Termination for convenience:

Either party, AAICLAS on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAICLAS to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAICLAS will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 50% of the license period or the party has not served the requisite notice of 60 days, for surrender of license/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee to be forfeited (in months)
		For contract period of 1-3 years
(i)	Before 50 % contract period	4
(ii)	between 50% to 75%	3
(iii)	between 75% to 100%	2

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

D. Termination for regulatory / legislative or supervisory requirements: If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment.

22. No compensation is payable by AAICLAS. Exponential penalty on licensee @ double the licence fee per month in the form of damage charge can be imposed on licensee if he/she is unauthorizedly occupying the premises after expiry of contract period.
23. In the event of any default, failure, negligence or breach, in the opinion of the AAICLAS on the part of the Licensee in complying with all or any of the conditions of the license agreement, the AAICLAS will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any

compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due Performance of Agreement.

24. LOIA, Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.
25. The AAICLAS and the Licensee further agree that they are bound by the Agreement conditions, General Terms & Conditions, Special Conditions of Contract, Schedule of Parking Tariff, Schedule of Premises found in Annexures A to G and other terms and conditions mentioned in the LOIA and Notice Inviting e-Tender.

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

Signature

WITNESS:

1. _____

2. _____

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

Signature

WITNESS:

1. _____

2. _____

GENERAL TERMS AND CONDITIONS

The AAICLAS hereby covenants with the licensee as follows:

- 1) The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- 2) The Licensee paying the licence fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the AAICLAS or any person claiming under the AAICLAS.
- 3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the AAICLAS under this agreement shall be deemed to have been served if delivered at or sent by registered post to the AAICLAS.
 - a. The period of notice given under this Agreement will count from the date of receipt of notice by either side.
- 4) Subject as herein before otherwise provided, all notices to be given on behalf of the AAICLAS and all other actions to be taken on behalf of the AAICLAS, may be given or taken on behalf of the AAICLAS by the Regional Manager of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Regional Manager, in respect of the Airport under his charge.
- 5) (a) The Licensee shall not, unless with the written consent of the AAICLAS, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
(b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
- 6) The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the AAICLAS, Civil Aviation Department or any other Department of government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.
- 7) (a) The Licensee shall indemnify the AAICLAS from/against any claims made or damages suffered by the AAICLAS by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.
(b) The AAICLAS shall not be responsible in any way for loss or damage by any means causes to the licensee's stock or property.
- 8) The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the AAICLAS and such other

departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Regional Manager shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs.5,000/- at first instance, Rs.10,000/- at the second instance and Rs.15,000/- at third instance and onwards and can take other actions including termination of the licence.

- 9) The licensee shall comply with the requirements of all standard health clauses including those given below:
- a. The Airport Health Officer/ Medical Officer of AAI/AAICLAS or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.
 - b. All instructions given by the Airport Health Officer/Medical Officer of AAI/AAICLAS or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - c. The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f. In the event of any default, failure, negligence or breach in the opinion of the AAICLAS, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the AAICLAS will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.
- 10) The licensee shall employ only such persons as shall have good character and as well behaved and skillful in their business. He shall furnish the AAICLAS in writing with the names, parentage, age, residence and specimen signature or thumb impression of all persons whom he proposes to employ for the purpose of this agreement before they are so employed and the AAICLAS shall be at liberty to forbid the employment of any person whom it may consider undesirable. The persons employed by him shall be under the general discipline of the AAICLAS and shall conform to such directions as may be issued by the AAICLAS in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the AAICLAS, before the employment.

- 11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAICLAS depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of business.
(b) No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the office premises shall be as per the specification given by AAICLAS and to be got approved by AAICLAS in advance.
(c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- 12) The licensee shall not damage any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the AAICLAS shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- 13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the licence.
- 14) (a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
(b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
(c) The licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the AAICLAS shall approve of and shall produce for inspection on demand by the AAICLAS all policies in respect thereof and the receipts from time to time for current premium.
- 15) In the case of such breach of the terms of this licence as minor offences and complaints coming to its notice for which in the opinion of the AAICLAS this agreement need not be terminated, the AAICLAS may at its discretion recover compensation from the licensee up to the limit of the Security deposit of the licensee. The decision of the AAICLAS in this respect will be final and binding on the licensee.
- 16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- 17) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Regional Manager of the AAICLAS or his authorized representative.
- 18) If because of any strike or lock-out in the Airport or in Air Cargo Complex or in any airline, the licensee is unable to function or his business is affected, the AAICLAS shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the licence fee due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAICLAS from time to time.

- 19) The AAICLAS do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the licence or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
- 20) On expiry of the licence period or on termination of the licence by the AAICLAS on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the AAICLAS. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which AAICLAS reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, AAICLAS shall be at liberty to dispose of the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

After the contract expires, the licensee shall stop business, clear the dues if any and vacate the premises within one day and hand over the possession peacefully to AAICLAS.

- 21) The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a licence in terms and conditions herein contained.
- 22) The AAICLAS, its officials and agents shall at all times have the absolute right of entry into the said premises.
- 23) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.
- 24) All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ Regional Manager. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the AAICLAS and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the disputed amount (in the form of BG/DD/PO/NEFT) with AAICLAS and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman/Member/ Regional Manager, subject to the condition that the licensee shall have to deposit the disputed amount (in the form of BG/ DD/PO/ RTGS/ NEFT) with AAICLAS as condition precedent before making reference to the Arbitration for adjudication of dispute.

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

- 25) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
- 26) In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.
- 27) Signing of Integrity pact will be part & parcel of the agreement.

(SIGNATURE OF LICENSEE)

SPECIAL CONDITIONS OF CONTRACT

The components/salient points of the subject licence are given hereunder:

1. **Major Activities/Rights comprising the licence:** The licensee will be permitted to levy parking fee charges on the vehicles entering/parked in the cargo complex. The subject concession includes the following four (4) major activities:
 - i. Management of Designated Vehicle Parking area
 - ii. Parking Fees collection rights
 - iii. Environmental Supports Service (House Keeping) for parking areas, service road etc.
 - iv. Lane Management

2. **Method of Collection**
 - a) The contractor shall use cordless electronic Hand Held Devices for issuing the parking tokens/receipts at all the entry and exit points.
 - b) Excess amount due to overstay is to be collected at the exit point and fresh token/receipt shall be issued for the difference amount.
 - c) All the Hand Held Devices should be integrated with a single network through which the data flows to the server on real-time basis. The cost of all the infrastructure shall be borne by the contractor.
 - d) The device should have provision for entering/capturing the vehicle registration number

3. **Scope of Work:**
 1. Management of Designated Vehicle Parking area
 2. Parking Fees collection rights
 3. Environmental Supports Service (House Keeping) for parking areas, service road etc.
 4. Lane Management
 5. Payments to be accepted preferably in cashless forms like UPI, PoS machine etc. However, for payments less than Rs.100/- or for any other unavoidable reasons, payments can be accepted in cash mode.
 6. All the equipment (like PoS, UPI labels etc.) and other arrangements for cashless payments are to be arranged by the licensee.
 7. Provide reports in excel or any other format, as desired, to AAICLAS, as and when requested for.
 8. Adequate signage/notices to be installed at entry/exit gate of the approach road to Air Cargo Complex for public awareness and to reduce any complaints of new policy/charges by AAICLAS.
 9. The name of the parking contractor should be clearly indicated in the system generated parking token/receipts. Advertisement is permissible on the parking token with the prior approval of AAICLAS subject to Royalty Payment at the rate decided by AAICLAS.

4. **Access Fees Collection Rights:**
 1. There will not be any Free Time Concept from entry to exit for vehicles visiting Air Cargo Complex., The licensee may levy parking charges from all vehicles

unless otherwise specified.

2. Schedule of Parking Charges is given in Annexure-D
3. Manpower may be placed along with “Hand Held Device” to issue token/receipts and collect payment at all entry and exit points, so as to ensure parking fees is collected from all the vehicles (if not exempted).

5. Lane Management:

1. The licensee shall deploy adequate number of traffic marshals at the service road, entry/exit points and other required places in the Air Cargo Complex, so as to minimize congestion, manage orderly and disciplined parking and smooth traffic flow.
2. Non-complying vehicles, parked anywhere other than designated vehicle parking, or overstaying on the service road, creating congestion, shall be clamped (wheel clamp) or towed away as the situation calls for, and released upon payment of fine.
3. The quantum of fine shall be 4 times of applicable parking charges in the first- two-hour slab.
4. Issuance of Challan and collection of fine shall be done by licensee on behalf of AAICLAS.
5. Daily record of number of challans issued and amount of fine collected shall be submitted to Manager (Finance) and a weekly report to be submitted to Cargo Admin. The proceeds from fine collection shall be deposited by the licensee, to AAICLAS’s account on daily basis.
6. The licensee will get a share of 25% from the fines so collected.
7. Traffic management equipment such as wheel jammers, tow away vehicles, PA system, Stationery etc. to be arranged by the Licensee at its own cost.
8. AAICLAS is free to open any number of entry/exit points for the smooth flow vehicles and trade bodies convenience will be the firstpriority.

6. Grievance Redressal/ Issues Management

- i. To assure issues are properly prioritized, monitored and closed within performance standards, a grievance escalation matrix shall be complied with at all times:

Query Level	Query Level Guidance	Contact Person
General	Day to Day issues	Vehicle Parking Manager (representative of Licencee)
Initial	In case of unsatisfied response or absence of contact person at previous level.	Shift Duty Manager
Secondary	In case of unsatisfied response or absence of contact person at previous levels.	Manager-Admin
Final	In case of unsatisfied response or absence of contact person at previous levels.	Regional Manager

- ii. A complaint register has to be maintained by the licensee and it has to be ensured that complaints/grievances are properly recorded with contact number and email

id of the complainant and response to complaints is also recorded properly. Response time at each level shall be minimum and reasonable.

7. Manpower:

- i. Adequate manpower including traffic marshals shall be deployed by the licensee at all times to maintain smooth flow of vehicle.
- ii. Manpower shall be well groomed and courteous to all cargo terminal users at all times
- iii. Manpower shall be well versed with Bengali, Hindi & English language for better interaction with the all cargo terminal users at all times.
- iv. Licensee shall issue identity cards to all its employees and it shall be ensured that I-Cards are displayed above waist line at all times during duty.
- v. Distinct uniforms shall be issued to manpower deployed for different activities. For example-uniform of traffic marshal shall be different from that of manpower deployed at collection points.
- vi. Misbehavior of staff with cargo terminal users is strictly prohibited; the Licensee shall also ensure that no staff during duty hours is in a drunken state.

8. Conditions to be followed if change in Parking Area during the Concession Period:

- i. The location/layout of parking area given in e-tender document is based on measurement conducted by AAICLAS. Area and location(s) may change while execution of this project (handing / taking over). Any change (increase/decrease) in Vehicle parking area up to 10% of the concession area shall not affect the quoted license fee.
- ii. However, during the licence period, parking area may be revised due to any administrative/ operational reasons like: construction, security, other operational requirements, etc.
- iii. In case of increase in parking area, the licensee has to cover such area under the scope of the awarded project with payment of additional license fee as per the following methodology:
“Parking Area is increased by more than 10% - License fee will be increased by half of the amount calculated on pro-rata basis.”
- iv. In case of decrease in parking area, reduction in the concession fee will be allowed as per following methodology:
“Parking Area is decreased by more than 10% - License fee will be decreased by half of the amount calculated on pro-rata basis.”
- v. Further, the above stated methodologies for calculating the post change in area, the revision in License Fee shall be subject to following conditions:
 - i. Actual measurement should be conducted jointly by AAICLAS and the Licensee whenever the change is taking place after the commencement of the contract.
 - ii. The modified contract value should be approved by the Regional Manager and communicated to the licensee duly acknowledged.
 - iii. The revised licence fee shall be applicable from the first day of the following month only.
 - iv. The licence period will not be changed under any condition.

- 9. Extension of Contract Period:** Normally there should not be extension of contract. However, in exceptional cases, AAICLAS may consider extension of contract at its discretion, as per provisions in DoP, on mutually agreed terms & conditions not inferior to existing terms of contract.

10. Revision of Parking Fee/ Access Fee during the contract period:

In case of revision of parking fees or access fees, following course of action may be adopted:

- a) For X Percentage increase in parking fees or access fees, license fees may be increased by (X/2) % provisionally.
- b) Post revision of parking fees or access fees, parking fee collections or access fees collections (as the case may be) will be compared with collections that were happening before revision of rates, period of comparison of revenues shall be three (03) months immediately before revision with three (03) months immediately after revision, to assess the actual impact of revision in parking charges on license fees.
- c) Subsequently, the upward or downward revision in license fees will be made accordingly and proportionately.
- d) The collections/ revenue data will be readily available for such assessment as it is automated system driven collection system.
- e) If the licensee is not consenting to revision in license fees on account of revision in parking fees, then the licensee may serve the notice period and exit the contract without imposition of any demurrage or penalty.

11. **Temporary Suspension of Parking Concession:** If the parking Concession is suspended by AAICLAS due to any policies/orders of AAI/AAICLAS/State/Central Government for more than **12 hours**, then the Concession Fee shall be adjusted on pro-rata basis.

12. **Security Deposit:** The selected concessionaire has to submit 4 months equivalent Concession fee of the Fifth (5th) year to AAICLAS as an interest free security Deposit. The SD amount equivalent to 2 months concession fee to be submitted in the form of BG from any scheduled commercial bank (other than cooperative scheduled bank) and balance 2 months equivalent concession fee by way of NEFT/RTGS/DD/PO.

13. **Conflict of Interest:** Applicant shall not have conflict of interest (the “Conflict of Interest”) that affects the Bid/selection process. Any Applicant found to have Conflict of Interest shall be disqualified. In the event of disqualification, AAICLAS shall forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to AAICLAS for, inter-alia, the time, cost and effort of AAICLAS, including consideration of such Applicant's Proposal ,without prejudice to any other right or remedy that maybe available to AAICLAS hereunder or otherwise. Without limiting the generality of the foregoing, an Applicant shall be considered to have a Conflict of Interest that affects the Bidding/selection process, if:

- i. Such Applicant, or any constituent thereof, and any other Applicant or any constituent thereof having common controlling shareholders or other common ownership interest by any third party, whether director indirect, or such Applicant or any constituent thereof holding paid-up capital, directly or indirectly, in other Applicant or any constituent thereof. Provided that this disqualification shall not apply **(a)** in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Applicants is less than 20% of its paid-up and subscribed capital, or **(b)** in case of the director indirect shareholding in a Applicant by the other Applicant on any constituent thereof if such

- shareholding is less than 20% of that other Applicant's paid up and subscribed capital; or
- ii. A constituent of such Applicant is also a constituent of another Applicant; or
 - iii. Such Applicant receives or has received any direct/indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
 - iv. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
 - v. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others information about, or to influence the Proposal of either or each of the other Applicant.

14. Fraud & Corrupt Practices:

- i. In case it is found, after the issue of the LOIA or signing of the Agreement or after its execution and during the subsistence thereof, that:
 - a) One or more of the pre-qualification conditions have not been met by the bidder; or
 - b) The bidder has made a material mis representation; or
 - c) The bidder has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - d) The bidder or its associates or a person or entity having legal relationship with bidder committed any fraud or forgery of submission of any kind of documents/ bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India/AAICLAS or any PSU or Government Departments during the last 5 years;
- ii. Then the LOIA or the draft Agreement, as the case maybe, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAICLAS to the agency without AAICLAS being liable in any manner whatsoever to the agency. In such an event, AAICLAS shall forfeit and appropriate the Performance Security and debar the agency from AAICLAS tenders for any period not succeeding subject to minimum of three years, as the case may be without prejudice to any other rights or remedy that may be available to AAICLAS in this regard.

SCHEDULE OF PARKING TARIFF

1. Rates as per existing slab will be applicable up to 120 minutes, the same is also reproduced below:

GROUP	Details General (In INR)	Rate
1	Coach/Bus/Truck	220
2	Tempo/SUV/Mini Bus/Car	220
3	Two-wheeler	25
4	Charges will be double the normal rate for those truck above 20 feet	

Note: Proposed rates are inclusive of applicable GST

2. For Group 1 & 2 after two hours, rate will be charged at Rs. 20/- per hour. For two wheelers, the charge after 2 hours will be Rs. 10/- per hour. The Parking rate beyond 7 hours up to 24 hours will be 300% of the above rates and every 24 hours or part thereof.

Illustration:

Slabs vehicles	Slab (For 7hrs)	Slab (7hrs-24hrs)	Slab (24hrs-36hrs)	Slab (24hrs-48hrs)
Car	Rs. 320	Rs. 660	Rs.990	Rs. 1320
Two- Wheeler	Rs. 75	Rs. 75	Rs. 112.5	Rs. 150
Tempo/Truck	Rs. 320	Rs. 660	Rs. 990	Rs. 1320
Charges will be double the normal rate for those truck above 20 feet				

3. The monthly parking charges for the vehicles of AAI/AAICLAS and other employees of authorized agencies working at air cargo complex will be as follows:

AAI / AAICLAS/ Govt. agencies / other agencies housed by AAICLAS/ AAICLAS outsourced expenditure contract agencies for cargo handling and for various maintenance. Vehicles carrying human remains, postal/ speed post/ couriers for personal use to the agencies housed at Air Cargo complex are exempted.	Free of cost (AAICLAS reserve parking space of 3583.44 sqm)
Tempo & truck operations at cargo complex	Rs. 3000 per truck per month
Truck Above 20 feet	Rs. 5000 per month per truck
Other Cars	Rs. 500.00 per car per month
Other two wheelers	Rs. 250.00 per two wheelers per month
Agent / Licensee, only owned vehicle at Cargo complex (Entry at cargo complex only) for four (04) wheelers	Rs. 1,500/- per month

4. Those agencies/ party who are carrying/ dropping cargo by using E-rickshaw/ auto rickshaw/ bi cycle etc. at the Cargo terminal, charges will also be applicable as per prescribed chart.

Note: All vehicles entering the cargo complex have to pay to the licensee, subject to not less than the parking fee applicable to immediately preceding slab.

5. Agents/ Delivery boys of e-commerce Companies, who deliver personal parcels to deliver to the employees working in the air cargo terminal shall be exempted from parking charges.
6. The rates of Parking fees and Access Fees are inclusive of Components of GST. Accordingly, these shall remain the Parking Charges applicable to end users. However, through the above shall be parking charges applied to end users, but the onus of depositing all applicable taxes, prevailing during contract period at the airport including GST in respect of fees collected for car parking charges shall rest with the licensee. The details of GST/ applicable tax shall be depicted in the car parking invoice issued to end- user.

PENALTY FOR INFRACTIONS

Regional Manager will make a committee of 3 officers (one officer from Commercial, one officer from Operations and one from Finance). This committee will conduct random inspections of overall parking management and operational performance of the Concessionaire, at least once on fort-nightly basis. The committee will have the power to impose penalty on the Concessionaire then and there, if any violations of Terms and Conditions of agreement is found.

S. No.	Description of Irregularities	Penalty Schedule		
		First Instance	Second Instance	Third instance & Onwards
1	Staff not in Uniform/ Without ID card	1500	2500	3500
2	Insufficient Manpower	3500	5000	10000
3	Un-clean premises & improper housekeeping	5000	10000	15000
4	Vehicle not parked in orderly manner	1500	2500	3500
5	Allowing parking of vehicles of users other than that of Cargo complex	1500	2500	3500
6	Non-availability of e-payment mechanism	5000	10000	15000
7	Time clocks at entry and exit points not synchronized	5000	10000	15000
8	Non-generation/submission of monthly MIS to be sent to AAICLAS	3500	5000	10000
9	Encroachment	15000	25000	50000
10	Use of parking space for other than parking purposes	15000	25000	50000
11	Overcharging	5000	10000	15000
12	Obstruction of free movement to Service rooms/ station utilities	3500	5000	10000
13	Non availability of complaint book	3500	5000	10000
14	Vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
15	Misbehaviour by parking staff	3500	5000	10000
16	Non issuance of computerized Payment Receipt	5000	10000	15000

In case of irregularities at serial no. 10, 11 & 12, beyond third (3rd) instance of violation during tenure of Concession, penalty @ 25% of concession fee shall be levied.

SCHEDULE OF PREMISES

License for Management of Vehicle Parking Services at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Kolkata Airport

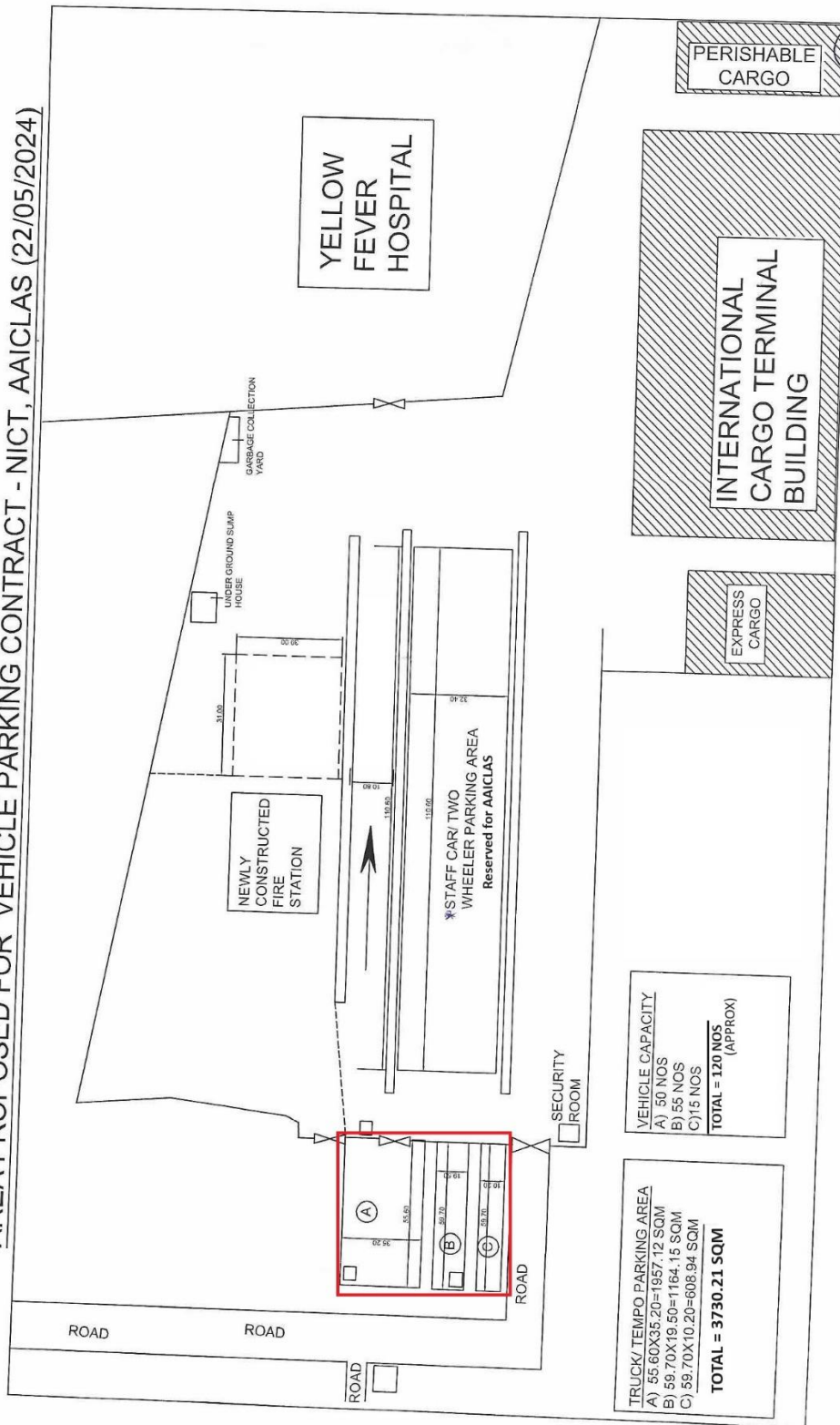
1. AREA ALLOTTED : Total 8245.07 sqm
(NICT- 3730 sqm & DACT – 4515.07 sqm)
2. LOCATION : International Air Cargo Terminal and Domestic Air Cargo.
Terminal (DACT) at NSCBI Airport, Kolkata Airport
as per Car/ Truck Park Layout
3. PURPOSE : Management of Vehicle Parking Service at
Integrated Air Cargo Complex and Allied Areas,
Kolkata Airport
4. DRAWING : Enclosed at Annexure-G

SIGNATURE OF THE LICENSEE

CAR / TRUCK PARK LAYOUT IN NICT, AAICLAS NSCBI, AIRPORT, KOLKATA-52

Page- I

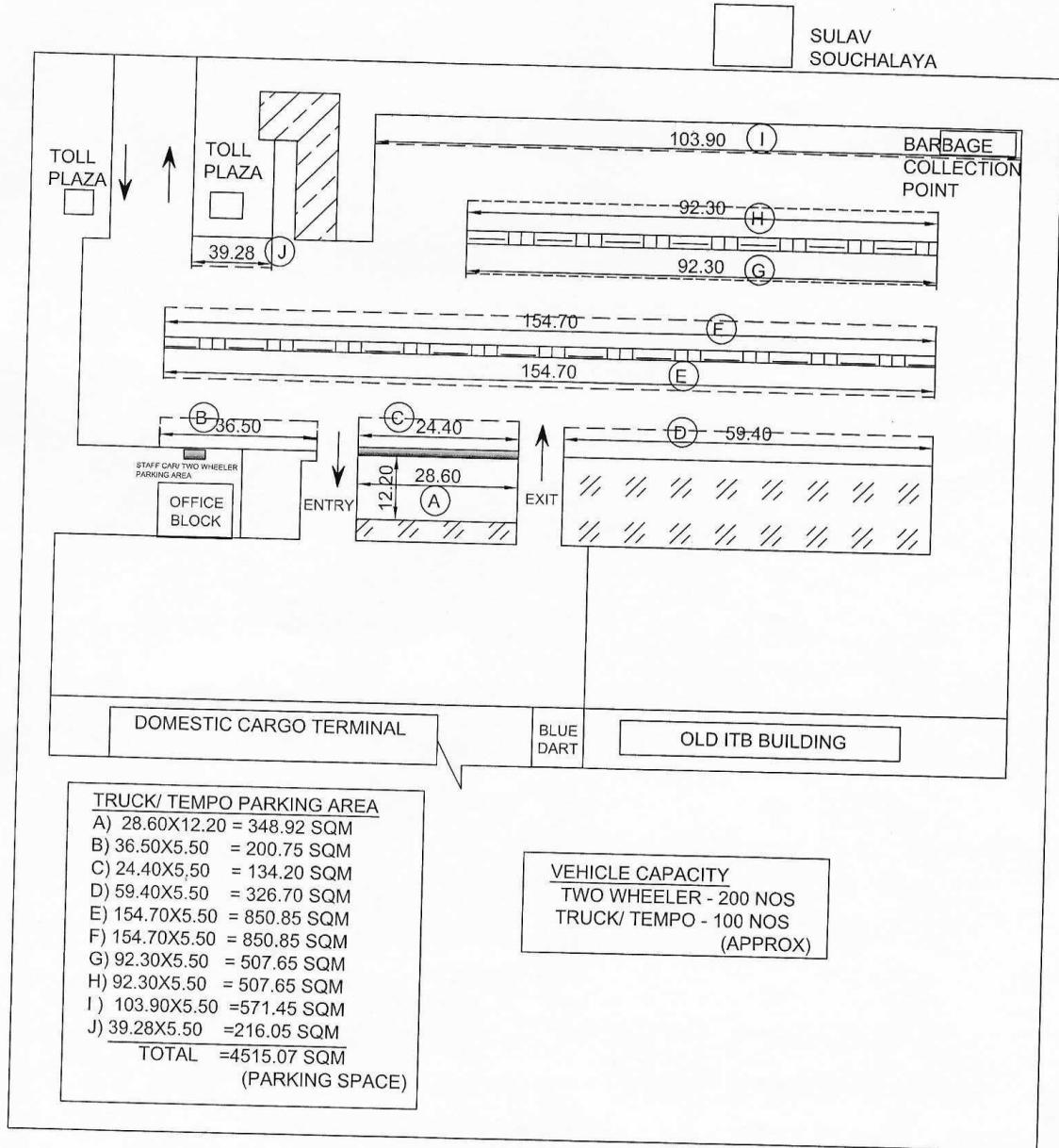
AREA PROPOSED FOR VEHICLE PARKING CONTRACT - NICT, AAICLAS (22/05/2024)



Vehicle Parking Area of DACT, NSCBI Airport, Kolkata-52.

Page- II

**AREA PROPOSED FOR VEHICLE PARKING CONTRACT -
DACT, AAICLAS (22/05/2024)**



Rest of the area in 7957.85 sqm shall be treated as vehicle movement area.

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

Know all men by these presents, we_____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Sh/Smt (name) _____son / daughter / wife of _____aged_____years and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium and holding the position of_____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for pre-qualification and submission of our Bid for the [NAME OF LICENSE] facility at _____Airport, _____India (the “Concession”) proposed by AAICLAS including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the AAICLAS, representing us in all matters before the AAICLAS, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAICLAS in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AAICLAS.

AND we hereby undertake and agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE ___THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF ___2024

For

(Signature, name, designation and address)
(Notarised)

Witnesses:

1.

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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

To

Date: _____

**Regional Manager,
AAI Cargo Logistics and Allied Services Co Ltd,
New Integrated Cargo Terminal,
NSCBI Airport,
Kolkata- 700 052,**

Subject: Unconditional Acceptance of AAICLAS's Tender Conditions

Sir,

- 1) The tender documents for the License for Management of Vehicle Parking Services at Integrated Air Cargo Complex and Allied Areas, AAICLAS, Kolkata Airport have been provided to me/us by AAI Cargo Logistics and Allied Services Co Ltd and:
- 2) I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us which shall forms part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
- 3) We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
- 4) I/We hereby unconditionally accept the tender conditions of AAICLAS tender documents in its entirety for the above facility.
- 5) The contents of Clause 4(b) of General Information and Guidelines of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that AAICLAS reserves the right to reject the conditional tenders without assigning any reason thereto.
- 6) I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
- 7) I/We shall make available to AAICLAS any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAICLAS.
- 8) I/We acknowledge the right of AAICLAS to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 9) I/We certify that I/we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our partner have I/ we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
- 10) I/ We hereby declare that:
 - a) I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAICLAS.

- b) I/We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9 of General Information and Guidelines of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI/AAICLAS or any other public sector enterprise or any government, Central or State; and
 - c) I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 9 of General Information and Guidelines of the e-NIT Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d) I/ We do not have any conflict of interest in accordance with Clause 10 of General Information and Guidelines the Tender Document.
11. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
 12. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAICLAS in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.
 13. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAICLAS or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.
 14. I / We confirm having submitted the Tender Processing Fee of Rs. 50,000/- (Rupees Fifty Thousand only) to AAICLAS in accordance with the Tender Document. The copy of payment instrument is attached.
 15. I / We confirm having submitted the EMD of Rs. 16, 14,483.00/- (Rupees Sixteen lakhs, Fourteen thousand, Four hundred and Eighty Three only) to AAICLAS in accordance with the Tender Document. The copy of payment instrument is attached.
 16. I / We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.
 17. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated this ----- 2024.

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

Details of Bidder

1.	Details of Bidder/Lead Member	
(a)	Name:	
(b)	Type of Incorporation (Proprietorship/ /Company/LLP etc.)	
(c)	Country of Incorporation:	
(d)	Address of the corporate headquarters and its branch office(s), if any, in India:	
(e)	Date & Details of incorporation and/or commencement of business:	
2	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Concession:	
3	Details of individual(s) who will serve as the point of contact/ communication for the AAICLAS:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	
4	Particulars of the Authorised Signatory of the Bidder:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	

(Signature of Authorized Signatory)

Name: [•]

Designation: [•]

Date:

Seal or Stamp of Bidder

FORMAT FOR LETTER OF UNDERTAKING

[SELF-DECLARATION OF THE BIDDER THAT THE FURNISHED INFORMATION FOR EXPERIENCE IS TRUE, TO BE SUBMITTED ON COMPANY LETTER HEAD]

Sir,

I,_____, on behalf of_ do hereby affirm and declare that the information provided for claiming the relevant experience for the bid and the documents provided is true and correct to the best of my knowledge and belief and nothing material has been concealed therein.

I understand that concealment of facts and giving false information is a punishable offence and the agency_____ can be barred and legal action may be taken as per the relevant provisions of law.

Yours faithfully,

Signature of the licensee

Name_____

Designation (with seal)_____

Date: _____

DECLARATION

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

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

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

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

2. I/We are not debarred / blacklisted by CBI or AAI/AAICLAS or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details).
3. I/We have not faced/are not facing any action under PPE Act with AAI/AAICLAS. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI/AAICLAS at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has dues with AAI/AAICLAS”.(In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in clause of general terms and conditions of tender document.
7. I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI/AAICLAS in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:
with Seal

Signature

LIST OF NEAR RELATIVES EMPLOYED IN AAI / AAI CARGO LOGISTICS AND ALLIED SERVICES CO LTD

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

**DATE:
TENDERER**

SIGNATURE OF

- NB: 1. In case of NIL report, Performa must filled with NIL report and submitted duly signed by the Authorized Signatory.
2. In case the above space is not adequate, for the details, additional sheets duly signed by Authorized signatory may be attached.

**FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE FROM
AAI/AAICLAS**

1. Name of Contract :
2. Agreement No. :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period :
7. Amount of Outstanding Dues up to mm/dd/20. (Disputed and un-disputed amounts to be shown separately)

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

8. Details of any arbitration/litigation

Signature
Name:
Designation:
_____Airport
Date:

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

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

BENEFICIARY DETAILS FOR RTGS/NEFT FUNDS TRANSFER

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

Note: In addition to above, scanned copy of cancelled cheque must be provided.

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

Place:

Date:

FORM OF BANK GUARANTEE

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

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

1. Now therefore in consideration of the promises aforesaid and at the request of the licensee we, do, hereby irrevocably and unconditionally undertake to pay to you, the AAICLAS on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the AAICLAS on account of the License Fee and utility / facilitation charges and other charges due from the Licensee (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the AAICLAS by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAICLAS shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of Rs. _____(Rupees _____only) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the AAICLAS or any dispute raised by the Licensee or any suit or proceedings pending in any Court /Tribunal/ any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the AAICLAS as stated herein above shall be conclusive evidence to us that the amount demanded by you, the AAICLAS is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the AAICLAS and the Licensee and/or any act of omission on part of AAICLAS or any indulgence to the Licensee by the AAICLAS or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____or that of the Licensee or the AAICLAS.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.
6. This Guarantee shall be valid till _____and you have the right to encash this

Guarantee up to _____ from the said date unless extended on demand by AAICLAS.

NOTWITHSTANDING anything contained herein:

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

For Bank name

Dated:

Place:

Witnesses:

1.

2.

(applicable if EMD/SD is paid through Bank Guarantee only)

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

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

Sub: My/Our Bank Guarantee No. _____ dated _____ for Rs. _____
issued in favour of AAICLAS A/c No. _____

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security/Earnest money on account of contract awarded/to be awarded by M/s AAI Cargo Logistics and Allied Services Co Ltd to me/us.

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

Signature of the Depositor

Place:

Date:

READY RECKONER AND CRITICAL DETAILS

S. No.	Particulars	Detail
1	Type of Facility / Concession	Vehicle Parking
2	Period of license/ concession	05 Years
3	Tender Fee	50,000/-
4	Earnest Money Deposit	Rs. 16,14,483.00/-
5	Gross area for license	8245.07 sqm.
6	Minimum Reserved Licensed Fee/MMG	Rs. 27,14,944.00/- excluding applicable charges
7	Vehicle Parking Booth at NICT & DACT	Rs. 54,621/- Per month for 1 st Fin. year excluding applicable charges
8	Eligibility Criteria	Refer Para 9 of Notice Inviting e-Tender
9	Utility Charges	10 % on the applicable Space Rent
10	Electricity & Water Charges	As per actual consumption
11	Applicable Govt. taxes (GST, etc.)	18 %
12	Gestation Period	30 days
13	Security Deposit Towards LF	04 Months License Fee of the Last year.
14	Security Deposit Towards EWC Charges	5% of Annual license fee

Critical Dates

Sl. No.	Activity	Scheduled Dates and Time
1.	Publishing Date	22.05.2024 at 14:00 hrs.
2.	Document Download/ Sale start Date	From 22.05.2024 at 15:00 hrs.
3.	Seek clarification Start Date	From 22.05.2024 by 15:30 hrs.
4.	Seek Clarification End Date	28.05.2024 by 18:00 hrs.
5.	Bid Submission start date (technical & financial) on CPP portal	From 22.05.2024 at 16:00 hrs.
6.	Last date for submission of Bids (technical & financial) on CPP portal	12.06.2024 at 14:00 hrs.
7.	Opening of Technical Bids / Proposal(s) (online only)	On 13.06.2024 at 14:00 hrs.
8.	Opening of Financial Bids of Technically qualified bidders	It will be announced later.

INTEGRITY PACT

(To be uploaded with Technical Bid)

This Pact made this _____ day of _____ Two Thousand Twenty-Three between AAI Cargo Logistics and Allied Services Company Ltd. wholly owned Subsidiary of AAI (a body Corporate constituted by the Central Government under the Airports Authority of India Act, 1994 duly amended in 2003) and having its Corporate Office at AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi-110003, hereinafter called the AAICLAS (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chief Executive Officer, Regional Manager, Officers or any of them specified by the Chief Executive Officer in this behalf, and shall also include its successors and permitted assigns) of the one part;

AND

_____ represented by _____ of the other part, hereinafter called the “Bidder“ (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Licensee) WHEREAS the AAICLAS intends to award, under laid down organizational procedures, tender/ contract for _____. The AAICLAS, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidder.

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

AND WHEREAS the Bidder is submitting a tender to the AAICLAS for _____. In response to the NIT (Notice Inviting Tender) dated _____ bidder is signing the contract for execution of _____

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling AAICLAS to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the AAICLAS

- 1.1.** The AAICLAS undertakes that no official of the AAICLAS/AAI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2.** The AAICLAS will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3.** All the officials of the AAICLAS will report to the appropriate AAICLAS office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the AAICLAS with full and verifiable facts and the same is prima facie found to be correct by the AAICLAS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AAICLAS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AAICLAS, the proceedings under the contract would not be stalled.

3.0 Commitments of Bidders/Firms/Agencies

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

- 3.1.** The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAICLAS, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.1.1.** The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAICLAS or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution

of the contract or any other contract with the AAICLAS for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the AAICLAS.

- 3.1.2. The Bidder has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2. The Bidder shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.3. The Bidder shall when be presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AAICLAS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AAICLAS as part of the business relationship, regarding plans, technical BIDs and business details, including information contained in any electronic data carrier. The Bidder also undertake to exercise due and adequate care lest any such information is divulged.
- 3.8. The Bidder will inform to the Independent External Monitor. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any AAICLAS associate(s)
- 3.9. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the AAICLAS/AAI, or alternatively, if any relative of an officer of the AAICLAS/AAI

has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 3.12. The Bidder/Firm/Agency shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AAICLAS/AAI.
- 3.13. That if the Bidder, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the AAICLAS is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding process.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3. That if sub-contractor(s)/ associate(s) engaged by the bidder, with the approval of the AAICLAS after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the bidder, and the same will be submitted to AAICLAS before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.4. That the AAICLAS will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.5. That if the Bidder(s) does/do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. AAICLAS will terminate the contract and initiate appropriate action against such Bidder(s).
6. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity including Warranty Period, Performance guarantee/Bond.

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

7. Sanctions for Violations/Disqualification from tender process and exclusion from future Contracts.

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or

acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the AAICLAS to take all or any one of the following actions, wherever required:

-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii. If the AAICLAS has disqualified / debarred the Bidder from the tender process prior to the award, the AAICLAS is entitled to forfeit the earnest money deposit/bid security.
- iv. To recover all sums already paid by the AAICLAS, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the AAICLAS in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the AAICLAS resulting from such cancellation/recession and the AAICLAS shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the AAICLAS.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been received in respect of any contract signed by the AAICLAS with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. That if the AAICLAS have terminated the contract or if the AAICLAS is entitled to terminate the contract, the AAICLAS shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher and
- xii. That the Bidder/Firm/Agency agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder can prove and establish to the satisfaction of the AAICLAS that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the AAICLAS.

6.2. The AAICLAS will be entitled to take all or any of the actions mentioned at para 6.1(i) to

(xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3. That if the Bidder applies to the AAICLAS for premature revocation of the debarment and proves to the satisfaction of the AAICLAS that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the AAICLAS may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents / evidence adduced by the Bidder for first time default.
- 6.4. That a transgression is considered to have occurred if the AAICLAS is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5. The decision of the AAICLAS to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

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

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

8. Independent External Monitor(s)

That the details of IEMs appointed at AAICLAS is as placed below :

- a) Shri Thanglura Darlong 541, Delhi Apartment, Plot No. 15C, Sector-22, Dwarka, New Delhi-110077, Mobile No.7042825094, Email- thangluradarlong@yahoo.com
 - b) Shri Sarvagya kumar Srivastava, 370, Asiad Village Complex, Sirifort, New Delhi-110049, Mobile No.-9810704614, Email- sarvagyas@hotmail.com, as competent and credible Independent External Monitors for this Pact.
- 8.1. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or AAICLAS.
 - 8.2. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the AAICLAS.
 - 8.3. That the Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the AAICLAS including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the AAICLAS and Bidder/ Sub- Contractors/ Associates with confidentiality.
 - 8.4. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the AAICLAS and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in

this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.5. That the AAICLAS will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the AAICLAS and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.6. That the Monitor will submit a written report to the Chairperson of the Board of the AAICLAS within 2 weeks from the date of reference or intimation to him by the AAICLAS and, should the occasion arise, submit BIDs for correcting problematic situations.
- 8.7. That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.8. The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

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

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions

- 11.1. That the changes and supplements as well as termination notices need to be made in writing.
- 11.2. That if the Bidder is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1. That this Pact comes into force when both the parties have signed it. It expires for the Bidder 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chief Executive Officer of the AAICLAS.
- 12.3. That should one or several provisions of this Pact turn out to be invalid; the

remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

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

14. This Integrity Pact is being submitted by the Bidders as a part of the documents comprising the bid. The AAICLAS reserves the right to execute this pact at any time after the submission of bid and this Pact shall be deemed to have been validity executed by the parties. The Bidders shall continue to be bound by the provisions of this Pact during the bidding process.

15. The parties hereby sign this Integrity Pact at ____ on ____

BIDDER	AAICLAS
Name Designation	Name Designation

Witness 1:

Witness 2: