



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

NOTICE INVITING e-TENDER

For

**LICENSE FOR OPERATION OF
CANTEEN AND SNACK BAR**

at

**Integrated Air Cargo Complex,
AAICLAS, Chennai Airport**

**Tender Reference No.: AAICLAS/MAA/3280/2025
Tender ID: 2025_AAICL_225706_1**

**Integrated Air Cargo Complex
Meenambakkam, Chennai Airport, Chennai– 600 016,
Phone No: 044 22560432 / 9707 / 9708**

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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-Tenderer 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-Tenderer 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
CHENNAI AIRPORT

E-tenders are invited for award of License for Operation of CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.

INTRODUCTION

1. AAI Cargo Logistics & Allied Services Co Ltd (AAICLAS) is a fully owned subsidiary company of Airports Authority of India. AAICLAS is formed to manage its 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 International and Domestic Airlines operating at Chennai International Airport:

- | | |
|------------------------|------------------------|
| 1. Air Arabia | 18. Lufthansa |
| 2. Air Asia Berhad | 19. Malaysian Airlines |
| 3. Air Austral | 20. Oman Air |
| 4. Air India | 21. Qatar Airways |
| 5. Air India Express | 22. Saudi Airlines |
| 6. Blue Dart | 23. Singapore Airlines |
| 7. British Airways | 24. Spice Jet |
| 8. Cathay Pacific | 25. Srilankan Airlines |
| 9. Emirates Airlines | 26. Thai Air Asia |
| 10. Ethiopian Airlines | 27. Thai Airways |
| 11. Etihad Airlines | 28. Tiger Airways |
| 12. Fly Dubai | 29. Turkish Airlines |
| 13. Gulf Air | 30. Unitop Airlines |
| 14. Indigo | 31. Air Asia India |
| 15. All Nippon Airways | 32. Go Air |
| 16. US Bangla Airlines | 33. Vistara |
| 17. Kuwait Airways | 34. Batik Air |

Major Cargo Traffic data in Metric Tons of AAICLAS, Chennai Airport for the last 03 FY are as under:

Year	Export	Import	Domestic	International Courier	Total
2021-22	101135	145544	74478	2977	324134
2022-23	88896	141174	85494	2618	318182
2023-24	93050	135353	82957	2073	341335

NOTICE INVITING E-TENDER (NIET)

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

Name of Facility	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF)
License for Operation of CANTEEN and Snack Bar at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.	Rs. 4,000/- (Rupees Four Thousand only). Inclusive of GST. (Non-Refundable)	Rs.50,000/- (Rupees Fifty Thousand only).	Rs.53,130/- (Rupees Fifty-Three thousand, One hundred and Thirty only) per Month plus utility Charges and applicable taxes.

- i. Offers below MRLF will not be considered.
- ii. Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- iii. License fees shall be the quoted fixed license fees and is subject to annual compound escalation as mentioned at Clause 4 below.
- iv. In addition to the License Fees, the selected bidder shall be liable to pay:
 - a. Facilitation / Utility charges at 10% of quoted license fee per month.
 - b. 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.
 - c. Charges for the consumption of the electricity 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. Area to be Licensed:

- a. 105.75 Sqm (including Kitchen) at first floor, above pass section, near import gate for CANTEEN facility.
- b. 10 Sqm (approx.) of counter space as Snack Bar in Domestic Cargo Terminal for packed food vending facility.

3. Period of Concession: The license shall be for a period of “Three (03) Years”

4. Escalation Rate of License Fee

- a. License Fees shall be subject to 10% annual escalation rate.
- b. The first annual escalation will be applicable after completion of one-year license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e., commencement date had there been no extension in gestation period)
- c. If the term of contract is extended beyond the regular period specified in NIT/RFP, the applicable rate of annual escalation on monthly license fee during extended period shall be the higher of a) Additional 10% escalation on normal escalation rate on last billed license fee for a particular facility OR b) Escalation of 20% on the last billed license fee - except for the period beyond in-built provision for extension of contract available.
 - (i) Escalation concession license fee as per clause (c) above will be applied on annual basis w.e.f. the date on which the escalation is due.

- (ii) 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 diligent study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAICLAS at any stage for whatsoever reasons.
6. Bidders are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAICLAS. Conditional tenders would be summarily rejected.
7. **Business Incubation period** shall mean a period of 15 days from the date of issuance of LOIA and before handing over of site, is the period in which the concessionaire shall fulfill the contract formalities (like acceptance of the LOIA, submission of security deposit, signing of agreement etc.) as mentioned in LOIA. The site shall only be handed-over after fulfillment of these formalities which shall not be later than 15 days (unless otherwise specified) from the date of issuance of LOIA.
8. **Handing Over / Taking over of Site /Facility:**
- Date of handing over of site should be on or before 16th day of issuance of award letter, upon fulfillment of contract formalities to be done by the licensee during business incubation period.
 - If the licensee fails to complete the contractual formalities which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced from the 16th day of issuance of award letter. However, actual handing over of sites shall only be done after completion of all conditions of award.
9. **Gestation Period:**
- Gestation period of 30 days shall be reckoned from the date of handing over of sites shall be permissible.
 - No gestation period is to be permitted in case of renewal/award of the concession/ license in favor of the existing licensee in the same place (i.e. same area as well as location). However,
 - Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
 - If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.
10. **Eligibility Criteria:**
- Technical Criteria**
Minimum Three (03) years of experience in F & B ending 31.12.2024 is required along with all the **requisite statutory/ regulatory permission & certification etc.** within the gestation period mentioned in NIT. In case of failure in obtaining the requisite statutory/ regulatory permission and certification etc. within the gestation period, the award will be

cancelled.

ii. Financial Criteria

The minimum annual gross turnover from F&B business shall be 12 months of MRLF i.e. Rs.6,38,000/- [Rupees Six Lakh and Thirty-Eight Thousand Only] in any one of the last seven (07) financial years.

Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Account/Statutory Auditor.

- a) Net worth of the bidder should be positive.
 - b) In case of multiple business of bidder, the breakup of the turnover (certified by statutory auditor/chartered account with valid UDIN) with the specific head as from the tendered facility should be submitted.
 - c) Duly signed undertaking on the letter head of the bidder regarding overall as well as break-up of turnover should also be submitted.
 - d) Certificate issued by Chartered Accountant / Statutory auditor with Unique Document Identification Number (UDIN) mandatorily, with respect to net worth of the bidder, may be accepted for ascertaining positive net worth (or as specified in the tender document) of the bidder.
 - e) To verify the authenticity of CA certified documents submitted by the bidder, the Unique Document Identification Number (UDIN) should be mandatorily mentioned in the documents by the Chartered Accountant. CA certified documents submitted by the bidders without UDIN shall not be entertained.
11. Only one e-tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
12. Any party either a firm or an individual falling under the following categories is/are **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 the AAI/AAICLAS, then the said entity may not be allowed in AAI/AAICLAS tenders.
 - e) If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director/partners/sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAI/AAICLAS except the dues pertaining to the current quarter i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI/AAICLAS tenders.

The disputed amounts which are referred for dispute resolution / arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated security deposit (in addition to the security deposit as per the terms & conditions of the existing license / concession) equivalent to the 50% of the value of the disputed amount or as stipulated in the agreement. The period of the security deposit of disputed dues under arbitration shall be minimum 2 years from the date of DRC / arbitration and further renewable. However, this requirement of additional validated Security Deposit of 50% of disputed amount shall not apply in case of mediation.

In the event of specific order / Judgment from a Judicial Court / Arbitral Tribunal staying / withholding the realization of certain dues, the adherence to the above conditions will be exempted and regulated in accordance with the specific orders.

- f) A declaration to the effect that the Tenderer does not fall under the categories a), b), c), and d), e) above must be submitted in the Technical Bid. (Refer: Annexure-G). Following declaration will also be part of Annexure-G:

“I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory 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).”

13. E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in

- 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.4,000/- (Rupees Four 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 para 13(viii) below. No other mode of payment shall be acceptable.**
- vii. **The amount of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) 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’. No other mode of payment shall be acceptable.**
- viii. The Bank particulars of ‘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.	37046868039
Bank Name	State Bank of India
Branch	Meenambakkam
IFSC Code	SBIN0005789

- ix. A scanned copy of the proof / documents of the above payments towards cost of tender document and EMD) made through NEFT is to be uploaded (i.e. scanned copy) along with the technical bid documents 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 4 of the General Information and Guidelines of Notice Inviting e-Tender.
 - II. Financial Bid – As required under clause 5 of General Information and Guidelines of Notice Inviting e-Tender.

14. Critical Dates:

S. No.	Activity	Scheduled Dates and Time
1.	Publishing Date	04.02.2025 at 16:30 hrs.
2.	Document Download/ Sale start Date	04.02.2025 at 17:00 hrs.
3.	Seek clarification Start Date	04.02.2025 at 17:30 hrs.
4.	Seek Clarification End Date	10.02.2025 at 18:00 hrs.
5.	Bid Submission start date (technical & financial) on CPP portal	From 04.02.2025 at 18:00 hrs.
6.	Bid Submission Closing date (technical & financial) on CPP portal	25.02.2025 up to 17:00 hrs.
7.	Opening of Technical Bids / Proposal(s) (online only) (Tentative)	26.02.2025 at 16:00 hrs.
8.	Opening of Financial Bids of Technically qualified bidders (Tentative)	Will be communicated later

15. In case bidder "withdraws from tender process before last date of submission of technical bid date and time, 10% of EMD amount shall be forfeited.

16. In case a party has deposited EMD and Tender Fees but did not participate in the tender process i.e., the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD deposited by the party will be refunded after deduction of 10% of EMD amount. However, the Tender Fees shall not be refunded in this case.

17. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.

18. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party liable to be debarred for participation in any tender floated by AAICLAS for one year from the date of debarment. However, after opening of financial bid, being H-1 in the tender, if the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAICLAS for one year.

19. AAICLAS reserves to itself the right to reject the conditional tenders without assigning any reason thereto. AAICLAS reserves to itself the right to seek/obtain clarification on the documents submitted and shall be binding on the agency to clarify the same during the tender process and If required, during the currency of the contract.

20. AAICLAS reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).

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

**REGIONAL MANAGER
AAICLAS,
CHENNAI 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.

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: B).
4. The technical e-bid which will be opened first, shall contain the following documents specified as under (Bidders shall upload scanned copy of following documents along with authorization letter in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of technical bid):
 - a) Letter of Authorization (Power of Attorney) in favor of person(s) who is/are signing the bid documents on behalf of the bidder (except in case of proprietorship entity where proprietor himself / herself has signed the bid documents) on Non- Judicial Stamp Paper of Rs.100/- duly attested by Notary Public (Format as per Annexure: B)
 - b) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per Annexure-D:
 - c) Self-attested copies of the PAN card, GST registration.
 - d) 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.
 - e) 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.
 - f) The Bidders are required to furnish Earnest Money Deposit of **Rs.50,000/-** (Rupees Fifty thousand only) and Tender cost of **Rs.4,000/-** (Rupees Four Thousand only) (non-refundable). The EMD and tender cost shall be deposited via bank transfer in the form of 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 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.	37046868039
Bank Name	State Bank of India
Branch	Meenambakkam
IFSC Code	SBIN0005789

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 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-J” 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.

g) No Dues Certificate:

i. Self-Declaration of Dues:

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

ii. No Dues Certification from AAI/AAICLAS:

The party should also enclose the no dues certificate issued by AAI/AAICLAS (Up to 31.12.2024 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-I**.

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-G**)

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

i) 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”

j) Declaration giving the details of blacklisting or debarring by AAI/AAICLAS, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (**Refer Annexure-G**).

k) Declaration of cases / action under PPE Act initiated by AAI/AAICLAS. (NIL statement also to be filed). (**Refer Annexure-G**)

l) Declaration in respect of near relatives working in AAI/AAICLAS, as per **Annexure-H**.

m) Letter of Undertaking by Bidder, as per **Annexure: -F**

n) Documents supporting eligibility criteria as mentioned in para 10(i) and 10(ii) of Notice Inviting e-Tender.

o) Certificate from Chartered Accountant/Statutory Auditor in respect of Technical Capacity & Experience, as per **Annexure: E**

p) Bank Account details along with a cancelled cheque as per **Annexure-J**.

- q) Scanned copy of complete set of e-tender document containing 55 no. of pages (duly signed and stamped by the authorized person)
- r) Certified details of net worth to be submitted by the tenderer duly certified by Chartered Accountant / Statutory Auditor to ascertain the positive net worth.
- s) Duly signed undertaking on the letter head of the bidder regarding overall as well as breakup of turnover.
- t) Filled up checklist of documents (Refer Annexure 'N')

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:

- i. One set of scanned copy of complete technical documentation comprising of documents as listed at clause 4 (a to t) above shall be uploaded in the technical bid.
- ii. 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.

5. Financial Bid

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

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

- i. Earnest Money Deposit of **Rs. 50,000/-** (Rupees Fifty Thousand only) liable to be forfeited by AAICLAS, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in e-tender documents, within prescribed time.
 - ii. On account of non-acceptance of award or on account of non- completion of e-tender conditions within the prescribed time, I/We shall be 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 one (01) year.
 - iii. In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, 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 three (03) 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.
- 6.** 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 three (3) 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 (based on the 1st year License Fee) plus utility charges and applicable taxes to AAICLAS as an interest free Security Deposit in the form of RTGS/NEFT/Bank Guarantee from a Nationalized/Scheduled bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable). Bank charges shall be borne by the agency.
Note: In case the Security Deposit is submitted in the form of Bank Guarantee, then the licensee shall ensure that the issuing bank shall send the SFMS IFIN 760 message at the below mentioned bank details and the same is mentioned in the text of Bank Guarantee:
Bank Name: ICICI Bank
Account Holder name: AAI Cargo Logistics and Allied Services Company Ltd
IFSC code: ICIC0000007
Branch Name: CONNAUGHT PLACE, NEW DELHI, 110001
 - 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.
7. 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.
8. The tenderer(s) shall give the list of his / her near relatives employed in AAI/AAICLAS.
9. The successful bidder shall intimate the names of the persons employed by him or going to be employ, who are **near relatives** of AAI/AAICLAS employees, or are ex- employees of AAI/AAICLAS who have separated from AAI/AAICLAS in the past two years.

10. 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 5years;

- 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.

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

- (i) The Bidder, or its Affiliate (or any constituent thereof) and any other Bidder or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any shareholder thereof) having a shareholding of more than 20%(twenty percent) of the aggregate issued, subscribed and paid up share capital of such Bidder, Member or Affiliate (as the case may be), in the other Bidder, its Member or Affiliate is less than twenty(20) per cent of the aggregate issued, subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by the Authority, a bank, Insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013; For the purposes of this Clause, indirect shareholding held through 1(one) or more intermediate persons shall be computed as follows:

(A) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(B) subject always to sub-clause (A) above, where a person does not

exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26%(twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or

- (ii) a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or
- (iii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iv) such Bidder or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member of any Affiliate thereof; or
- (v) such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
- (vi) such Bidder or any Affiliate thereof, has a relationship with another Bidder of any Affiliate thereof, directly or indirectly or through a common third party/parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium.

Note:

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

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

12. 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:

In case of breach of terms of concession/ license, i.e., non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAICLAS may terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAICLAS the values of license fee equal to the amount of current license fee for the four (04) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

c) Termination for convenience:

Either party, 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% license 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.

13. All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).

14. 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.

15. AAICLAS reserves right to reject any or all e-tender(s) in part or in full without assigning any reason.

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

Draft License Agreement



SUBJECT: License for Operation of CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.

THIS CONCESSION AGREEMENT (“Agreement”) made and executed at _____ on this _____ day of _____ Two Thousand Twenty-Five 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 Integrated Air Cargo Complex, Meenambakkam, Chennai Airport, Chennai-600016 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 Integrated Air Cargo Complex Chennai Airport for the purpose of Operation of Staff Canteen and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai 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 three (03) 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 10 days from the date of invoice asunder:

Year	Amount of Monthly License Fee
1 st Year	_____ + 10% Utility / Facilitation Charges on License Fee + GST applicable on time
2 nd Year	_____ + 10% Utility / Facilitation Charges on License Fee + GST applicable on time
3 rd Year	_____ + 10% Utility / Facilitation Charges on License Fee + GST applicable on time

3. Rate of Escalation:

- a. License Fees shall be subject to 10% annual escalation rate.
- b. The first annual escalation will be applicable after completion of one-year license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e., commencement date had there been no extension in gestation period)
- c. (c) If the term of contract is extended beyond the regular period specified in NIT/RFP, the applicable rate of annual escalation on monthly license fee during extended period shall be the higher of a) Additional 10% escalation on normal escalation rate on last billed license fee for a particular facility OR b) Escalation of 20% on the last billed license fee. , except for the period beyond in-built provision for extension of contract available - except for the period beyond in- built provision for extension of contract available.
- (i) Escalation concession license fee as per clause (c) above will be applied on annual basis w.e.f. the date on which the escalation is due.
- (ii) If the date on which annual escalation is due falls in between the extension period, the escalation shall be applied from such date.
4. AAICLAS shall raise bill on or before 10th of every month. The licensee has to make the payment of license fees etc., within 10 days from the date of invoice, failing which interest of delayed payment @ 12% per annum shall be charged from the due date for delayed period up to 30 days and if delay is for more than 30 days, then interest @ 18% per annum shall be charged from the due date, for entire delay period.
5. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity 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 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. through Demand Drafts 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 total license (based on First year license fee quoted by the licensee) fee (including utility charges and applicable taxes) as Security Deposit in the form of Demand Draft / Pay order / RTGS/NEFT/ Insurance Bond/ 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, Meenambakkam, Chennai Airport, Chennai 600 016. Bank Guarantee should be valid for the entire period of license plus six (06) months.
9. 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.
10. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual license/concession value for the last year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. That the AAICLAS reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire

- expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
18. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the AAICLAS.
 19. **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.**
 20. 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.
 21. 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.
- 22. 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:

In case of breach of terms of concession/ license, i.e., non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAICLAS may terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within **50%** of the contract period then the party is liable to pay AAICLAS the value of license fee equal to the amount of current license fee for the four (04) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

C. Termination for convenience:

Either party, AAICLAS on one part 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 be deemed to be closed from the date of such enactment.

22. No compensation is payable by AAICLAS. Exponential penalty on licensee @ double the license 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 General Terms & Conditions, Special Conditions of Contract, Schedule of Premises found and other terms and conditions mentioned in the LOIA and Notice Inviting e-Tender.
26. **Novation Clause:** Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the AAICLAS opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAICLAS/Government of India, then the AAICLAS shall have the right to assign/novate/alter this agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and AAICLAS will not be bound to obtain any further consent of concessionaire. Such assignment/novation/alteration would release AAICLAS of all liabilities and obligations arising under this agreement from and after the date of assignment/ novation/ alteration and the rights and obligations of AAICLAS under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The Parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/novation/alteration as and when need arises.

Signed by Sh. _____ Regional Manager, AAICLAS, Chennai 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 license fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the AAICLAS or any person claiming under the AAICLAS.
- 3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the AAICLAS under this agreement shall be deemed to have been served if delivered at or sent by registered post to the AAICLAS.
 - a. The period of notice given under this Agreement will count from the date of receipt of notice by either side.
- 4) Subject as herein before otherwise provided, all notices to be given on behalf of the AAICLAS and all other actions to be taken on behalf of the AAICLAS, may be given or taken on behalf of the AAICLAS by the Regional Manager 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 license.

- 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 AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of business.
- (b) No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the 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 lockdown, 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 license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favor of the licensee but shall be construed to be only as a license 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 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 CEO/COO/ 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.

Security Clearance: - The selected Bidder/Licensee/Concessionaire shall apply to Bureau of Civil Aviation Security (BCAS) for Security Clearance, within a period of 10 days from the issuance of LOIA and submit copies thereof to the Authority.

Security Programme: - The selected Bidder/Licensee/Concessionaire shall apply to Bureau of Civil Aviation Security (BCAS) for approval of the Security Programme, within a period of 10 days from the issuance of LOIA and submit copies thereof to the AAICLAS, in case the Selected Bidder/Licensee/ Concessionaire is having prior Security Clearance from BCAS. In case the Selected Bidder/Licensee/ Concessionaire is not having prior Security Clearance from BCAS on the date of issuance of LOA, then the Selected Bidder/ Licensee/Concessionaire has to apply to BCAS for approval of security program within a period of 10 days from the date of receipt of Security Clearance from BCAS and submit copies thereof to the AAICLAS.

NOTE: - Guidelines for AEP is as below:

- a. Immediately therefore, formalities to comply with the instructions of BCAS i.e. obtaining Provisional Security Clearance / Security Clearance through E'sahaj Portal and submission of Security Programme, are to be strictly adhered to. Necessary assistance / guidelines, if required may be obtained from the Airport Operator /BCAS in this regard. The above are mandatory requirements for continuing business in the Airport premises.
- c. The entities who have already obtained Security Clearance for their operations in other region(s), should intimate RD, BCAS, Chennai accordingly duly enclosing 1) Intimation Letter regarding establishing their business in Integrated Air Cargo Complex, Chennai Airport, 2) Security Clearance issued by BCAS, HQ, 3) Provisional Security Clearance(s) issued by the RD, BCAS, of other Region(s), 4) Written Contract Agreement by the Regional Manager, AAICLAS, Chennai, 5) Authorized Signatory for Chennai Airport and 6) Security Programme for Chennai Airport.
- d. Failure to comply with any of the above instructions will entail suspension or withdrawal of TAEP/AEP issued.
- e. The above points are not exhaustive and the updation / addition/ omission if any will be appraised from time to time”.
- 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.

(SIGNATURE OF LICENSEE)

SPECIAL CONDITIONS OF CONTRACT

1. The charges towards consumptions of electricity shall be borne by the Licensee on actuals.
Electricity per Unit Consumption Rate – As per applicable rate
Note: The charges may be varied as may be notified by AAI/AAICLAS from time to time.
2. The agency may be permitted to introduce new items in the menu list during the contract period. The rates of such new items may be decided by the AAI committee. **The licensee shall offer a minimum of 10% concession on all items sold to staff of AAI and AAICLAS.**
3. A provision for revision in rates of items during the contract period every year may be kept which should be done in consultation with the agency considering the inflation and other market conditions by a duly constituted local level committee.
4. A duly constituted Committee shall regularly check on quality / quantity / price of the food items on a monthly basis.
5. Maintenance of the premises shall be the sole responsibility of the Licensee.
6. The agency should use only standard / AGMARK/ FSSAI quality ingredients for preparation of items.
7. The agency should submit applicable undertakings ensuring that the agency abides by all the rules and regulations of Government of India Departments and AAICLAS like EPFO, Taxes, Labour Laws, PF & ESI etc. All rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act shall be the sole responsibility of the Licensee & AAI shall not be held responsible for the same.
9. Token penalty of Rs. 1000 /- to be imposed on the agency on failure to maintain canteen timings, failure to use branded raw materials, sale of expired food stuff, non – display on rate list, non – maintenance of cleanliness, sale of packaged products beyond MRP etc.
10. The license should submit attested copies of all the necessary license obtained for operating the catering services like FSSAI, etc.
11. Display of name and logo of the agency operating staff canteen may be permissible on the front elevation. The maximum size of signboard should not exceed the maximum facia of 12 sq.ft.
12. The Licensee for staff canteen shall not erect or display any advertisement, hoarding, banners at the allotted space or at any place in the airport premises other than indicated in the above para no.12.
13. Any other form of advertisement by the agency like advt. On disposal cups, plates, packing boxes, tissue papers, etc. may not be permitted.
14. The staff canteen licensee may ensure that provisions for digital mode of payment are made available at all the time in the facility.

15. As an effort to maximize commercial revenue, if at any time during/ Post award of canteen contract, the space allotted for operating the staff canteen is required by AAICLAS, the licensee may have to relocate to another space allotted by AAICLAS with no claims towards AAICLAS.

17. The Licensee shall render the service to Office areas at 1st Floor and Import and Export billing counters in the designated locations on round the clock basis as per the requirement. The Canteen shall be operational throughout the contract period except that the canteen may be closed for cleaning and pest control measures with prior permission from the AAICLAS.

18. The Licensee shall arrange to supply adequate quantities of Breakfast, Lunch and snack items daily. The food items should be supplied in clean utensils washed in hot water and while commuting from canteen to Office areas at 1st Floor and Import & Export billing counters, food shall be properly covered with cloth/net.

19. The licensee shall at his own cost maintain the premises including the dining hall, kitchen, lavatories, pantry, and furniture attached to canteen premises in proper state of hygiene and cleanliness and abide by such direction as may be given by the AAICLAS or by the Department of Health and such other Department, as may be entrusted by the Rules and Regulations with the work of inspection and enforcement of the prescribed conditions of sanitation, cleanliness and hygiene.

21. The licensee shall at his own cost maintain & repair and do periodical service, replace any spare parts of furniture, fixtures, electrical fittings, electrical equipment like freezer, grinder, exhaust fan, fly catcher, water cooler etc. except civil works.

22. The licensee shall sell variety of South Indian, North Indian, Chinese cuisine, including non-vegetarian food. The rates for quality and quantity for various food items shall be charged from as per the rates approved by AAICLAS.

23. The licensee should display the name prominently. The licensee should also display the management contract/ franchise contract (if applicable) in the premises.

24. The branded items shall be sold on MRP only.

25. It is the responsibility of the licensee for proper collection and disposal of garbage generated from the facility.

26. The unit shall be operated to cater to the staff and visitors working at Air Cargo Complex.

27. The licensee shall prepare/sell food items with the use of FSSAI licensed cooking oil, cereal, spices and other materials. AAICLAS shall be at liberty to inspect and check the quality of eatables and the materials being used by the licensee. Any non-compliance in this regard shall tantamount to breach of the terms of the contract and AAICLAS can levy penalty besides terminating the contract.

28. AAICLAS shall not be responsible for any legal cases that arise due to health hazard on account of poor quality of items and other legal matters for quantity, price etc. sold by the licensee. The sole responsibility shall be of the licensee in any legal cases.

29. The licensee shall ensure that the facility is available at all the time including exigencies due to bandh/strike and any untoward situations. In the event of failure to make available facility, a penalty not exceeding Rs.1000/- shall be imposed on the first instance, Rs.5000/- on the second instance and Rs.10,000/- on the third instance. The penalty on account of unsatisfactory performance such as (i) Not maintaining the quality in providing service/facility, (ii) Not displaying the approved rates or over charging, (iii) Not maintaining the premises in a neat and hygienic manner, the above said penalty shall be imposed.

30. The licensee will be required to arrange their own counters/furniture and other infrastructure as

required for operating the canteen, bare space only will be provided by AAICLAS for this purpose.

31. All the kitchen/pantry equipment/gadgets shall be kept in clean and in hygiene condition all the times. Special care needs to be undertaken by ensuring the general cleanliness, maintenance of the fixtures and fittings to the satisfaction of AAICLAS. Compliance of all the statutory rules and regulations of Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and any statute and/or statutory law applicable to the licensee during pre and post currency of the license.
32. The Licensee shall have the Character and Antecedents of all their employees duly verified by the Police before inducting them in service.
33. No structural alterations and additions are to be made in the scheduled premises allotted without prior written consent from AAICLAS.
34. The Licensee shall display in a prominent place the rates of eatable as approved by the AAICLAS. During the Contract period, the rates of the various food items fixed by AAICLAS shall remain firm.
35. The Licensee shall obtain all necessary licenses/authorization and permits (including but not limited to FSSAI License), as admissible, under the rules, applicable to the said facility before commencement of the catering facility. In case, the licensee is not able to obtain the permits, the award of contract shall be cancelled and EMD shall be forfeited.
36. The Licensee shall not be permitted to display any advertisement except display of the facility/service in the designated area.
37. The Licensee should keep the Staff Canteen and Snack Bar facility and their surroundings in neat and clean condition at all the times at the cost of licensee. The Licensee should keep the food materials properly covered in the premises. The Licensee shall also ensure that waste materials shall be disposed of only at the designated area i.e., not to throw the waste materials around the premises, which attracts the birds, thereby affecting the aircraft safety.
38. The licensee shall ensure that his/her customers do not throw/spill any kind of waste in and around the facilities. In case of such incidence, the licensee shall clean the same immediately, without any delay. Any violation shall attract penalty of Rs.1000/- per incidence.
39. The license fee shall be altered for temporary closure of Air Cargo Complex on a reason including pandemic, epidemic, lockdown, etc. (Not Bandh/Strike) based on the decision of AAICLAS management.
40. Licensee shall be responsible for all safety devices in the premises. AAICLAS shall not be responsible for any claim for users/ employees etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claim, if any.
41. The Licensee shall abide by all the terms and conditions of the agreement and the instruction issued from time to time by the AAICLAS shall be strictly followed.
42. The Licensee shall obtain all necessary Licenses/authorization and permits, as admissible, under the rules, applicable to the said facility.
43. The licensee shall **not** use single use plastic material such as plastic carry bags; plastic sheets for wrapping; spreading on dining table; plastic/thermocool plates, plastic cups and tumblers, plastic coated paper plates, plastic coated paper cups, plastic coated tumblers and other items banned by the Govt of Tamil Nadu.
44. INDEMNITY TO AAICLAS:
 - a) Installation, maintenance and upkeep of the premises is entirely at the risk and cost of the Licensee and the AAICLAS will not be liable for claim of any damage or loss of the fixtures and fittings installed.

- b) Licensee shall indemnify and render harmless the AAICLAS, from any loss, liability, claim or damage that may be sustained by any person or cause to any property or, which may otherwise occur, in connection therewith, by reason of maintenance, use of operation of the said facility.
- c) In the event of any sums of money, remaining due and payable on account of License fees, of money assessments, outgoings or amount payable for electricity supply or any other charges that the AAICLAS may decide, as being due, against the Licensee and outstanding, in spite of being called upon to pay the same, AAICLAS, shall have a lien, on such properties (fixtures and fittings), as are installed under this License and Licensee will not remove any asset or any part or any component hereof, without the permission, in writing, previously obtaining from the AAICLAS who shall be, at liberty, to detain all or any of the materials, displayed in the premises, by the Licensee and refuse to grant clearance/removal, until such time as AAICLAS's out standings shall have been paid, in full.
- d) Licensee will, during the continuance of this License, insure all goods and properties, against any claim for workmen's compensation or otherwise, for all persons employed by them, in connection with their business, to be carried on, as aforesaid Licensee shall also arrange before installation for third party insurance to cover against any claim that may be lodged by any user as a result if any injury damage caused to such a person or his property sustained from any such hoarding/translate etc. falling on such a person or property for any reason or cause.

45. OTHER OBLIGATIONS OF LICENSEE:

- a) During the continuance of this agreement, the Licensee shall not commit or suffer to be committed, any waste, spoils or destructions in or at the said space/site Licensed.
- b) On the expiry of the License period, Licensee shall promptly take action to remove the fixtures and fittings, from the Licensed sites and, in the event of not removing, the fixtures and fittings, after the expiry of the License period or when the License is terminated, for any reasons, during the tenure of the License, for breach of terms and conditions or otherwise, AAICLAS will be at liberty, to remove them and dispose of the material and adjust their sale proceeds, against the expenditure incurred by the AAICLAS and in case of any shortfall, the AAICLAS shall be at liberty to recover the same from the Licensee.
- c) Licensee shall deliver/surrender peaceful possession of the sites, fixtures and fittings, equipment's and installations, if any, provided by the AAICLAS, in good condition and, if required, with substantial repairs, on the expiration of the License.

46. FORCE MAJEURE: 'Force Majeure' is hereby defined, as any cause, which is beyond the control of the Licensee or, AAICLAS as the case may be, which could not be foreseen, and which substantially affects the performance of the License such as:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics: Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes provided either party shall within 15 (fifteen) days from the occurrence of such a cause notify the other, in writing, of such causes.

47. AAICLAS will hand over space to the licensee and the licensee shall construct the infrastructure at their cost and will hand over the vacant space to AAICLAS on expiry of the contract.
48. The Licensee shall deal with all the customers with extreme courtesy and caution and any complaints from public about the misbehavior of Licensee or his/her employees shall be construed as grounds for non-performance.
49. The Licensee shall abide by all the terms and conditions of the agreement and the instruction issued from time to time by the AAICLAS shall be strictly followed.
50. Tenderers are requested to visit the site to assess the feasibility of business and thereafter may bid in the tender. No reduction in License fee will be entertained by AAICLAS at a later stage (including during the currency of licence and the extended period, if any) for whatsoever reason.
51. All fixtures and fittings and any property of the Licensee once installed inside the Cargo terminal, under the provisions of this agreement, shall only be removed from their sites locations with the previous written approval, in the form of a formal 'Gate Pass' obtained from an authorized officer of the AAICLAS.
52. The Licensee shall maintain at his/her own cost, all the electric fittings and installations and such other electric connections/accessories, as may be provided by the AAICLAS, in the said sites or as may hereafter provide by the AAICLAS in the said sites.
53. The Licensee shall deliver clean and free possession of the sites, fixtures and fittings, equipment and installations, if any provided by the AAICLAS, in good order and conditions and, if required, with substantial repairs on expiration of license.
54. AAICLAS reserves the rights to grant such permission to another agency at the same airport and the first agency shall have no objection whatsoever. AAICLAS will have the option to avail the services from outside agencies for official gathering and meetings etc. as per the requirement.
55. All taxes, levies and duties payable including GST, which may be levied by statutory authorities at any stage under this license, shall be paid by the Licensee. Licensee shall comply with all laws, rules and regulations in force, as applicable to the said facility. The Licensee shall keep and continue to keep AAICLAS premises, against any claim free and unencumbered from any liability in this regard.
56. All the above guidelines/conditions shall form part and parcel of the agreement.

TARRIF RATES: The intention of AAICLAS is to provide quality services at a reasonable rate including applicable GST.

“The Licensee is permitted to fix the menu and charge the customers at the rates vetted and approved by the AAICLAS Management”.

SCHEDULE OF PREMISES

License for Operation of CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai Airport.

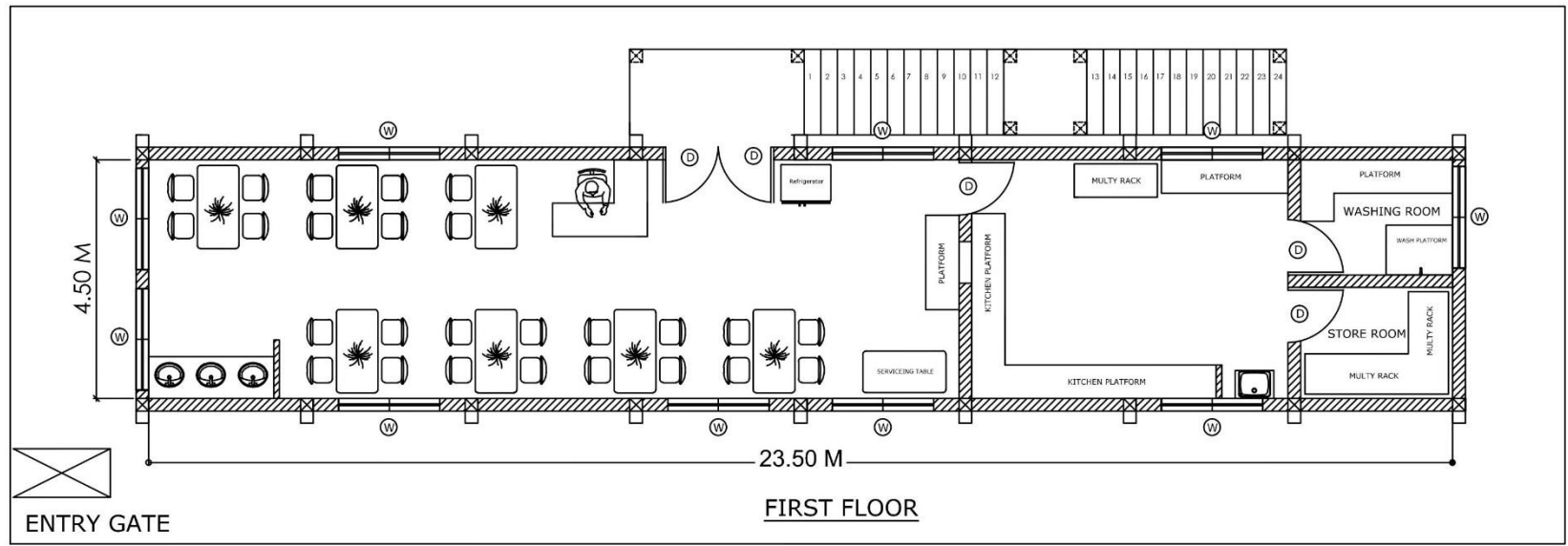
- 1) AREA ALLOTTED : 115.75 Sqm (105.75 Sqm Catering Unit + 10 Sqm Counter)

- 2) LOCATION
 - a. 105.75 Sqm Catering Unit and Kitchen: first floor, above pass section, near Import IN gate (Non-Air Conditioned) – Site Layout enclosed

 - b. 10 Sqm (approx...) Counter space (Non-Air Conditioned) as a Snack Bar at Domestic Air Cargo Terminal. (Suitable Area will be identified and allotted after issuance of LOIA)

- 3) SITE LAYOUT : As per drawing enclosed. The furniture and fixtures shown in the drawing is for indicative purpose only shall not be provided by AAICLAS

SIGNATURE OF THE LICENSEE



AREA OF CANTEEN AT CARGO COMPLEX = 23.50 M X 4.50 M
 = 105.75 SQM

CANTEEN
 AT CARGO COMPLEX
 CHENNAI AIRPORT

CONCEPT DRAWING - FF 01 | FIRST FLOOR PLAN - 23.02.2021

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 Integrated Air Cargo Complex, Chennai 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 _____2025

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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and 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 legalized 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,
Air Cargo Complex,
Meenambakkam,
Chennai Airport,
Chennai-16.**

Subject: Unconditional Acceptance of AAICLAS's Tender Conditions

Sir,

- 1) The tender documents for the License for Operation of **CANTEEN and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai 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 Clauses 6, 19 of Notice Inviting e-tender and 5(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 Clause 10 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 11 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.4,000/-** (Rupees Four 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. 50,000/-** (Rupees Fifty thousand 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 -----Day of ----- 2025.

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

Details of Bidder

1.	Details of Bidder/Lead Member	
(a)	Name:	
(b)	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 Authorized Signatory of the Bidder:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	

(Signature of Authorized Signatory)

Name: [•]

Designation: [•]

Date:

Seal or Stamp of Bidder

**Certificate from Chartered Accountant/Statutory Auditor
in respect of Technical Capacity & Experience**

Based on the audited records of the company, this is to certify that _____
(Name of Bidder/Lead Member of Consortium) has an operating experience of at least _____ ()
years in _____ business and has presence in the _____ in the following locations.

No	Location	Location	Date of commencement of Business

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

Financial Year	Turnover (in INR lakh)
Total	Rs. lakhs

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

Signature
Name & Membership No of Chartered Accountant/Statutory Auditor
Seal of the audit firm:
Date

FORMAT FOR LETTER OF UNDERTAKING

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

Sir,

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

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

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____

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/AAICLAS, 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:

Signature with Seal

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

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

DATE:

SIGNATURE OF TENDERER

NOTE:

1. In case of NIL report, Performa must fill 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 31.12.2024 Disputed and un-disputed amounts to be shown separately

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

8. Details of any arbitration/litigation

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)

(The issuing bank should send SFMS IFIN 760 message to ICICI Bank IFSC: ICIC0001554)

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 Operation of Canteen and Snack Bar Facility at Integrated Air Cargo Complex, AAICLAS, Chennai 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 upto__from the said date unless extended on demand by AAICLAS.
7. The SFMS IFIN 760 message in respect of this guarantee has been sent to below mentioned banker of AAICLAS:

Bank Name ICICI Bank

Account Holder name AAI Cargo Logistics and Allied Services Company Ltd

IFSC code ICIC0000007

Branch Name CONNAUGHT PLACE, NEW DELHI, 110001

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 upto _____ 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.

For Successful bidder 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 favor 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 FOR CRITICAL DETAILS

S. No.	Particulars	Detail
1	Type of Facility / Concession	Canteen facility and Snack Bar as Packed Food Vending facility.
2	Period of license/ concession	03 Years
3	Tender Fee	4,000/-
4	Earnest Money Deposit	50,000/-
5	Gross area for license (Non-AC)	105.75 Sqm + 10 Sqm
6	Minimum Reserved Licensed Fee/MMG	53,130/-
7	Eligibility Criteria	Refer Para 10 of Notice Inviting e-Tender
8	Technical Qualification	Refer Para 10 (i) of Notice Inviting e-Tender
9	Financial Qualification	Refer Para 10 (ii) of Notice Inviting e-Tender
10	Utility Charges	10 % on quoted license fee
11	Electricity Charges	As per actual consumption
12	Applicable Govt. taxes (GST, etc.)	18 % or as per Govt directives
13	Gestation Period	30 days
14	Security Deposit Towards LF	04 Months Total License Fee of the First year. (Including GST and other applicable charges)
15	Security Deposit Towards Electricity Charges	5% of Annual license fee
Critical Dates		
Sl.no	Activity	Scheduled Dates and Time
1.	Publishing Date	04.02.2025 at 16:30 hrs.
2.	Document Download/ Sale start Date	04.02.2025 at 17:00 hrs.
3.	Seek clarification Start Date	04.02.2025 at 17:30 hrs.
4.	Seek Clarification End Date	10.02.2025 at 18:00 hrs.
5.	Bid Submission start date (technical & financial) on CPP portal	From 04.02.2025 at 18:00 hrs.
6.	Bid Submission Closing date (technical & financial) on CPP portal	25.02.2025 up to 17:00 hrs.
7.	Opening of Technical Bids / Proposal(s) (online only) (Tentative)	26.02.2025 at 16:00 hrs.
8.	Opening of Financial Bids of Technically qualified bidders (Tentative)	Will be communicated later

CHECKLIST FOR BIDDERS

Sl.no	List of Documents	Whether Submitted (Yes/No)	Remarks, if any
1.	Filled up checklist of documents as per Annexure 'N'		
2.	Authorization letter / Power of Attorney as per Annexure 'B'		
3.	Details of the Bidder as per Annexure 'D'		
4.	Self-attested copies of PAN card and GST registration / declaration (refer clause 4 (C) of General Information & Guidelines)		
5.	a). Certificate from CA/Statutory Auditor showing Profit and Loss account and Balance sheet in case of Sole Proprietorship or a Partnership firm. b). Self-attested copy of Annual Report in case of a Company as per Companies Act.		
6.	1) Self-attested copies of Memorandum and Articles of Association in case of a Company as per Companies Act. 2) Self-attested copies of Partnership Deed in case of firms. 3) Self-attested copies of Approved by-laws in case of co-operative societies.		
7.	Proof of EMD Submission		
8.	Proof of Tender Fee Submission		
9.	Declaration as per Annexure "G"		

10.	Outstanding dues certificate(s) as per Annexure 'I'		
11.	Form of unconditional acceptance as per Annexure 'C'		
12.	Declaration of details of Near Relatives working at AAI/AAICLAS as per Annexure 'H'		
13.	Certificate from CA/Statutory Auditor in respect of technical capacity/experience and financial qualification as per Annexure 'E'		
14.	Format for Letter of Undertaking as per Annexure-F.		
15.	Bank Account details -For refund of EMD as per Annexure-J		
16.	Self-attested documents supporting technical criteria as per clause 10(i) of NIT		
17.	Certified details of qualifying turnover as per clause 4 (r) of General information and Guidelines.		
18.	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		
19.	Scanned copy of complete set of e-tender documents containing 55 no. of pages (duly signed and stamped by the authorized person)		