CHANDIGARH INTERNATIONAL AIRPORT LIMITED

CIN No. - U63013CH2010GOI031999

GST No. - 03AADCC8570B1Z2

Notice Inviting E-Tender (NIET)
For
Short term Retail License for Skincare and Wellness Products Outlet in Domestic SHA

at

SBS International Airport, Mohali

Tender Reference No.: CHIAL/Comml/STR7/2025-26

TENDER ID: 2025_AAI_256060_1

November, 2025

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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 CHIAL, 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 CHIAL 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 CHIAL 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 CHIAL, 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. CHIAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

CHIAL 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.

CHIAL 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 CHIAL is bound to select all the Proposals for bidding process for the Concession and CHIAL 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 CHIAL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and CHIAL 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. CHIAL 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 CHIAL including termination of Concession, debarring, forfeiture of EMD and/or Security Deposit. The Applicant shall also indemnify CHIAL and its employees from actions arising out of this E-Tender.

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Shaheed Bhagat Singh International Airport, Mohali
CHANDIGARH INTERNATIONAL AIRPORT LIMITED

Preface

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

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

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

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

Major Airlines:

1. Air India Ltd.
2. Alliance Air Aviation Ltd.
3. Interglobe Aviation Ltd. (IndiGo)
4. Air India Express
5. Pawan Hans Limited

Passengers Traffic Data for last Financial Years is as follows:

Passengers	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20
Domestic	3946093	3570668	3532463	2271233	1370389	2323707
International	203747	150561	145323	17936	11245	121495
Total	4149840	3677786	3677786	2289169	1381634	2445202

The Passenger Traffic Data includes both Departing and Arriving Passengers. The above passenger Traffic Data can be accessed / viewed at www.CHIAL.aero**.**

NOTICE INVITING E-TENDER (NIET)

1. E-Tender is hereby invited for granting concession for the following:

Name of Facility	**Short term Retail License for Skincare and Wellness Products Outlet in Domestic SHA at SBS International Airport Mohali**
Earmarked area/Location	**Area: 15 SQM** Location: Domestic SHA
Tender Processing Fees (in INR)	**Rs. 10,000/-** (Rupees Ten Thousand only)
Earnest Money Deposit (EMD) (in INR)	**Rs. 1,00,000/-** (Rupees One Lakh only)
Minimum Reserved License Fee (MRLF) (in INR) per month	**Rs. 3,20,190/-** (Rupees Three Lakhs Twenty Thousand One Hundred and Ninety only) GST and other applicable charges extra

NOTE: -

a) Bidding shall be done on MRLF / MMG.

b) Bids / Quotes received which are less than MRLF / MMG shall not be considered.

c) Highest quote/offer received shall be the sole parameter for selection of highest bidder.

d) Monthly license fees shall be the quoted license fees. The quoted license fee is subject to annual escalation as detailed in NIT.

e) In addition to above license fee, the selected bidder shall be liable to pay:

(i) Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by CHIAL from time to time) for allotted space. Presently notified space rent is **INR 4,287.15/-** Per SQM per month (for AC space) w.e.f. 01.04.2025 subject to the annual escalation of 10% p.a. or as fixed by CHIAL from time to time.

(ii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.

(iii) Utility Charges for the consumption of the electricity, water, internet, data ports etc. as per actual consumption consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of CHIAL and at the rates as fixed by CHIAL from time to time.

2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4 of Annexure A**.

3. **Period of Concession: Six (06) months extendable by Three (03) months.**

In case of operationalization of Master Concessionaire at **SBS International Airport Mohali, the subject contract shall be terminated by CHIAL by giving a short notice of termination and the licensee shall have to vacate the premises in given timeline.*

4. **Rate of Escalation:**

   a. License Fees shall be subject to annual escalation as given below:
   Annual Escalation: 10% compounded annually.

   b. The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one-year period therefrom. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIET, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIET.

5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by CHIAL at any stage for whatever reasons.

6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by CHIAL. Conditional tenders would be summarily rejected.

7. **Business Incubation Period:**

   Not applicable. Award formalities have to be completed by the licensee within the permitted gestation period.

8. **Handing Over of Sites:**

   a. Sites will be handed over to the selected bidder upon fulfilment of conditions/pre-requisites of award as per LOIA (i.e. deposit of advance license fee, security deposit and execution of license agreement.)

   b. In case tender process has been completed and successful tenderer has been awarded LoA, but, concession/ license period of incumbent licensee is not over, then, CHIAL shall make endeavor to hand over the sites not later than 7th day of expiry of incumbent license or access date (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the CHIAL in consultation with concessionaire may identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

9. **Gestation Period:**

   a. Gestation period of **15 days,** reckoned from the date of LOIA. During the gestation period, Awardee shall complete shall fulfil the post award contract formalities (like acceptance of the LoA, submission of security deposit, signing of agreement etc.) as shall be mentioned in LoA (Letter of Award) along with construct/develop the outlets and obtain all the License/permits/ approvals required for commencement of the facility

   b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favour of the existing licensee in the same place (i.e. same area as well as location). However,

(i) 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 for the said facility, shall be permitted.

(ii) 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 agency 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 applicable gestation period.

10. **Eligibility Criteria:**

A. <u>Technical Criteria</u>:

No Prior experience of Retail is required subject to the condition that the successful bidder will obtain all the requisite statutory/ regulatory permission & certification etc. with the gestation period mentioned in NIT. In case of failure in obtaining the requisite statutory/ regulatory permission & certification etc. within the gestation period, the award will be cancelled.

However, the bidders are to submit a Copy of valid Security Clearance issued from BCAS in the name of the bidder along with technical documents as a mandatory requirement.

B. <u>Financial Criteria</u>:

(i) The bidder must have an Annual Turnover of at least **Rs. 38,42,280/-** (Rupees Thirty-Eight Lakhs Forty-Two Thousand Two Hundred and Eighty only) in any one of the last Seven Financial Years, in accordance with audited financial statement and duly certified by a statutory auditor. And;

(ii) Submitted Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor.

NOTE: -

*Bidders shall ensure that all CA certified documents submitted in the Tender Document shall invariably mention Unique Document Identification Number (*UDIN*). CA certified documents submitted by the bidders without UDIN shall not be entertained.*

11. (a) A tenderer shall submit only one bid in the tendering process. A tenderer who submits more than one bid will cause all of the proposals, which the tenderer has submitted, to be disqualified. The proprietor of more than one entity will be considered as single party and one legal entity.

(b) The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the clause 10 above.

12. Any party either a firm or an individual falling under the following categories is not eligible:

a. De-barred/black listed by CBI or CHIAL or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc. Allied firms of the debarred firms/entities are also not eligible for participation.

b. Parties facing action under PPE Act or AAI Act, with AAI/CHIAL.

c. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of CHIAL at any of the airports as a whole and has not paid such dues to CHIAL, 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 entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with CHIAL and has outstanding dues payable to CHIAL against the invoices raised up to the cut-off date as specified in General Information and Guidelines para 3(f) of NIT, then the said entity may not be allowed in CHIAL tenders.

   The disputed amounts which are referred to Dispute Resolution Committee (DRC)/Mediation/Arbitration by the Competent Authority shall not be considered as outstanding dues. In case of DRC and Arbitration, the disputed dues shall not be treated 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 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under DRC/Arbitration shall be minimum 2 years from the date of DRC/Arbitration and further renewable.

   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 condition will be exempted and regulated in accordance with the specific orders.

e. Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by CHIAL in any of the Airport premises either against agency and/or against our/its affiliates or against any of the Directors/Managers/ Employees" (In case if raids/seizure/search conducted, all such relevant details to be furnished).

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

13. Participation in the form of consortium is not allowed for this tender.

14. 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.

    a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at

etenders.gov.in.

b) The bids shall not be accepted in any other form.

c) Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal mentioned above.

d) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.

e) Cost of Tender Processing Fees amounting to **Rs. 10,000/- (Rupees Ten Thousand Only)**, shall be paid by the bidder before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.

f) The amount of Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (Rupees One Lakh only)** shall be paid by the tenderers before the scheduled time of E-tender submission through payment gateway on CPP Portal. No other mode of payment shall be acceptable.

g) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).

h) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.

i) E-bids shall be submitted in two bid system as follows: -

   i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under ***clause 3*** of the General Information / Guidelines of Notice Inviting E-Tender.

   ii. Financial Bid – As required under ***clause 4*** of General Information/Guidelines of Notice Inviting E-Tender.

15. **Critical Dates:**

S. No.	ACTIVITY	DATE	TIME IN IST
1.	Download of e-tender document from NIC CPP portal	From 19.11.2025 to 26.11.2025	From 17:00 Hrs.
2.	Submission of Queries related to E-Tender, if any; on NIC CPP portal only	By 21.11.2025	Up to 16:00 Hrs.
3.	Reply to the queries by CHIAL on NIC CPP portal	By 22.11.2025	Up to 16:00 Hrs.
4.	Pre bid meeting with the prospective bidders	NA	
5.	Last date of Online submission of Bids (Technical Bid as well as Financial Bid) on E-Tender portal	26.11.2025	Up to 17:00 Hrs.
6.	Opening of Technical Bids / Proposals(s) (online only)	On 27.11.2025	at 11:00 Hrs.
7.	Opening of Financial Bids / Proposals(s) (online only) (Tentative)	On 04.12.2025	at 11:00 Hrs.

16. EMD of unsuccessful bidder(s) shall be refunded only after issuance of Award Letter to Successful Bidder and published on the NIC CPP Portal.

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

18. In case, after last date of submission of bid, at any stage if the Bidder/agency withdraws from tender process, entire EMD amount shall be forfeited and the Bidder is liable to be debarred from participating in any tender of CHIAL for ***one year***.

19. In case, the agency does not complete the post-award formalities of Acceptance of Award Letter, Submission of Security Deposit and Execution of Agreement within the stipulated date after award of license/concession; entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of CHIAL for ***one year***.

20. In case, the agency submits false document(s) in the tender and his/their bid is rejected/tender is cancelled, entire EMD shall be forfeited and the Bidder is liable to be debarred from participating in any tender of CHIAL for ***two years***.

    Note: The debarment shall also apply to the 'allied firms' of the debarred agency. All concerns/entities which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. Further, for determining the 'Allied Firms' of debarred Agency, the following factors may be taken into consideration: -

    a. Whether the management is common;
    b. Majority interest in the management is held by the partners or directors of banned/suspended firm;
    c. Substantial or majority shares are owned by the banned/suspended/debarred firm and by virtue of this, it has a controlling voice.
    d. Directly or indirectly controls, or is controlled by, or is under common control with another bidder.
    e. All successor firm will also be considered as allied firms.

    In case Joint venture/Consortium is debarred, all partners/members of such JV/Consortium will also stand debarred for the period specified in the Debarment Order.

21. 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 may be refunded after deduction of 10% of EMD amount. However, the Tender Fees shall not be refunded in this case.

22. CHIAL reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

23. CHIAL reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from

any of the tenderer(s).

24. 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 CHIAL is to be intimated.

[CEO CHIAL]

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"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 click here or 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. The 24 x 7 Help Desk Number 0120-4711 508, 0120- 4001 002, 0120-4001 005, 0120-6277 787. International Bidders are requested to prefix 91 as country code. Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.
   Tel: 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787
   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 queries related to bid submission date extension, EMD, eligibility criteria, technical specifications etc. The bidder may please contact the concerned Bid Manager as mentioned in the tender document.**
4. **For any technical Issues / Clarifications relating to the publishing and submission of CHIAL tender(s)**
   a. In order to facilitate the Vendors / Bidders as well as internal users from CHIAL, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC **https://etenders.gov.in**. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).
   b. Before submitting queries, bidders are requested to follow the instructions given in **"Guidelines to Bidders"** and get their computer system configured according to the recommended settings as specified in the portal at **"System Settings for CPPP".**
5. **In case of any technical issues faced, the escalation matrix is as mentioned below:**

Sl. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Ext. 3512	0800-2000 Hrs. (MON -SAT)
2	Mr. Gamit Vaibhav Manekjibhai AM(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or vaibhav_g@aai.aero	011-24632950 Ext. 3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Amit Mishra, Sr. Manager. (IT)	After 12 Hrs.	amitmishra@aai.aero	011-24632950 Ext. 3520	0930-1800 Hrs. (MON-FRI)
4	Sh. Sunil Kumar Jt. GM (IT)	After 24 Hrs.	sunil.km@aai.aero	011-24632950 Ext. 3506	0930-1800 Hrs. (MON-FRI)
5	General Manager (IT)	After 03 Days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
6	Harmanjote Kaur	HoD Commercial	hodcommercial@chial.org	0172-2242147	0930-1800 Hrs. (MON-FRI)
7	Priyanka Behl	Bid Manager	priyanka_b@aai.aero	0172-2242147	0930-1800 Hrs. (MON-FRI)

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

8. 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.

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) Envelope One - Technical e-Bid through e-portal.

    b) Envelope Two - 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**). 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) 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**

    b) Self-attested copies of the PAN card, GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. CHIAL reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.

    c) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of company as per the companies Act. All the certificates issued/ documents certified by Charted Accountant/ Statutory Auditor must have UDIN generated by concerned Charted Accountant/ Statutory Auditor.

    d) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of partnership firms and approved by-laws in case of co-operative societies.

    e) The Bidders are required to furnish Tender Processing Fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** and Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lakh only)** in CHIAL's bank account as per below details. A copy of document indicating payment of Tender Processing Fee and EMD to CHIAL's bank account is to be uploaded in the technical bid. Non-payment of Tender Processing Fee and EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

BANK DETAILS	CHIAL Revenue Collection Account
BANK NAME	CHANDIGARH INTERNATIONAL AIRPORT LTD
BANK ADDRESS	SECTOR 37-D, CHANDIGARH
ACCOUNT NO.	50200045008946
RTGS CODE / IFSC CODE	HDFC0000450

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

Refund of EMD:

EMD of unsuccessful bidders received on CHIAL's bank account shall be refunded online through the same mode only. The refund of EMD to bidders who fail to qualify the eligibility /technical stage shall be initiated automatically by CHIAL. The EMD of the successful bidder to be returned after completion of post-award formalities of Acceptance of Award Letter, Submission of Security Deposit and Execution of Agreement from the Successful Bidder.

f) **No Dues Certificate:**

i. **Self-Declaration of Dues:**

The party should submit the details of contracts held (current and past) at AAI and CHIAL 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 and CHIAL:**

The party should also enclose the No dues certificate issued by AAI and CHIAL **for the bills raised–up to 30.09.2025** in respect of all licenses 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**

Note: 'No Due Certificate' must certify the clearance of all dues for the bills raised up to 30.09.2025. In case, time is granted for submitting the NDC in shortfall documents, if sought, it is for submission only and does not imply an extension for clearing outstanding dues.

iii. 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 entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with CHIAL and has outstanding dues payable to CHIAL against the invoices/bills raised up to the date as specified in para (ii) above, then the said entity shall not be allowed in CHIAL tenders. A declaration to this effect has to be submitted by the party / tenderer. (Refer **Annexure: G**)

g) Form of unconditional acceptance duly signed (enclosed as **Annexure: 'C'** along with tender documents).

h) Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by

AAI/ CHIAL in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees". (Refer **Annexure: G**)

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

j) Declaration of cases / action under PPE Act or AAI Act initiated by AAI/CHIAL. (NIL statement also to be filed). (Refer **Annexure: G**)

k) Declaration in respect of near relatives* working in CHIAL/AAI, as per **Annexure: H**.

l) Certificate from Chartered Accountant/Statutory Auditor in support of Technical and Financial Eligibility criteria, as per **Annexure: E**.

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

n) Documents supporting eligibility criteria.

o) Copy of valid Security Clearance issued from BCAS in the name of the bidder.

p) Scanned copy of complete set of E-tender document containing (duly signed and stamped by the authorized person).

q) Filled up checklist of documents

Important: CHIAL reserves the right to verify, refer any document to the concerned authority for confirmation from case-to-case basis. Mere submission will not bind CHIAL 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 3 (*a to q*)** above shall be uploaded in the technical bid.

(ii) All the certificates issued/ documents certified by Charted Accountant/ Statutory Auditor must have UDIN generated by concerned Charted Accountant/ Statutory Auditor.

(iii) 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*.

4. Financial Bid

a) The financial e-bid should be in the prescribed format available at NIC CPPP E-Tendering Portal at etenders.gov.in.

b) CHIAL reserves itself the right to reject the conditional offer without assigning any reason thereto.

c) CHIAL 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.

d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly

signed by the authorized signatories of the tenderer(s).

e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

f) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's policy, from such Tie Bidders and shall identify the selected bidder from amongst such Tie Bidders, provided that the revised Financial Bids of such Tie Bidder(s) shall be no less favorable to CHIAL than their respective original Bids.

5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in CHIAL's tender(s) / e tender(s) for a period of **one (01) year**, 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 date of issuance of award letter.

c) Payment of interest free Security Deposit within 15 days from date of issuance of award letter, amounting to three **(03) months** equivalent gross license/Concession fee of the first year, to CHIAL as an interest free security Deposit of Rs. _____/- in 60% cash form and 40% BG form. The 60% Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT and 40% in the form of Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

d) Additional Security Deposit in the form of NEFT/RTGS/ VPA for the Utilities (Electricity, Water, Data Port, Telephone etc.) shall be deposited by the Licensee/Agency. The value of such Security Deposit for utilities will be determined equivalent to 5% of gross annual license/concession Fee of first year, subject to minimum deposit of Rs.10,000 and a maximum deposit of Rs.10 lakhs.

Note:

i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.

ii. In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

iii. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period. The BG should be from a Nationalized/Scheduled Bank and in favor of CEO, CHIAL.

iv. The Bank account details of CHIAL are given below:

BANK DETAILS	CHIAL Revenue Collection Account
BANK NAME	CHANDIGARH INTERNATIONAL AIRPORT LTD
BANK ADDRESS	SECTOR 37-D, CHANDIGARH
ACCOUNT NO.	50200045008946
RTGS CODE / IFSC CODE	HDFC0000450

v. CHIAL has made arrangement for Verification of Bank Guarantees received by CHIAL from successful bidders through Structured Financial Messaging System (SFMS) of HDFC bank. While submitting the documents to BG issuing bank, successful bidder is advised to submit a letter to the issuing bank as per the format mentioned in the **Appendix 2 of the Annexure K** of Notice Inviting E-tender along with following details:

CORPORATE NAME	CHANDIGARH INTERNATIONAL AIRPROT LIMITED
BANK NAME	HDFC BANK LTD
IFSC CODE	HDFC0000450
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	CIARPL (to be mentioned in field 7037 of the BG advising message code)

vi. While submitting the Original BG document, successful bidder needs to attach copy of the SFMS BG confirmation message sent by the BG issuing bank to HDFC bank.

e) Execution of the Agreement within Business Incubation Period (on Stamp Paper of appropriate value, related costs to be borne by the licensee).

f) Commencement of the facility within gestation period.

6. E-Tender(s) will remain valid for a period of 180 days from 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 liable to be debarred from participating in any tender of CHIAL for one year.

7. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives*of CHIAL/AAI employees, or are ex-employees of CHIAL/AAI who have separated from CHIAL/AAI in the past two years.

8. 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 LoA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, CHIAL 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 CHIAL 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 misrepresentation; or

   vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;

   vii. The applicant or its affiliates 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 Airports Authority of India/CHIAL or any PSU or Government Departments during the last 5 years;

b) In the event of any of above fraud and corrupt practices coming to the notice of CHIAL at any stage, then the LOA 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 CHIAL to the agency without CHIAL being liable in any manner whatsoever to the agency. In such an event, CHIAL shall forfeit and appropriate the EMD and Performance Security and debar the agency from CHIAL tenders for a period of two (02) years without prejudice to any other rights or remedy that may be available to CHIAL in this regard.

c) If such an event occurs after the issuance of LOA and during the contract period, then CHIAL reserves the right to take any such measure as may be deemed fit in the sole discretion of CHIAL, including annulment of the contract and forfeiture of the Performance Security amount.

d) Proposals shall be deemed to be under consideration immediately after they are opened until such time that CHIAL 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, CHIAL and/or their employees/representatives on matters relating to the Proposals under

consideration.

9. **Conflict of Interest**: -

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

i. The bidder, or its Affiliate (or any constituent thereof) and any other bidder or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

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

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

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

B. Subject always to sub-clause A above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26 % (twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or

ii. a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or

iii. a constituent of Such Bidder is also a constituent of another Bidder; or

iv. such Bidder, or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any Such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Affiliate thereof; or

v. such Bidder has the same legal representative for purposes of a Bid as any

other Bidder; or

vi. such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party/parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to CHIAL 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, CHIAL shall place reliance upon the declaration submitted by the Bidder/Applicant in the form of Acceptance of CHIAL's Tender Conditions/other documents forming part of Technical Bids.

In the event, the declaration submitted by the Bidder/Applicant towards there being no conflict of interest, is found incorrect/false, such incorrect declaration would be treated as submission of false/incorrect document and it would amount to material misrepresentation made by the Bidder/Applicant. In such event, punitive actions shall be taken by CHIAL as per provision of Tender Documents/License Agreement.

10. Exit Clause:

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, CHIAL may Terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 20% of the concession/ license period, then the party is liable to pay CHIAL, Damage charges equivalent to 3 months current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per PPE Act or any other suitable remedies available.

C. **Termination for convenience**: -

Either party, CHIAL on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by CHIAL 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 CHIAL 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 20% of the license period or the party has not served the requisite notice of **30 days**, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per AAI Act or any other suitable remedies available.

No such damage charges are liable to be paid by the Concessionaire/contractor, in case the License is terminated for Convenience by CHIAL even within the 20% of license period OR thereafter.

NOTE: If the licensee does not operate the license up to 20% 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.

11. All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIT).
12. CHIAL reserves the right to extend the date of submission /opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.
13. CHIAL reserves right to reject any or all E-tender(s) in part or in full without assigning any reason.

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Annexure: A of Annexure-III

Draft License Agreement

Photo of the licensee

SUBJECT: Grant of Short-term Retail License for Skincare and Wellness Products Outlet at SBS International Airport Mohali

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

WHEREAS the CHIAL is entitled in law to grant License at its Shaheed Bhagat Singh International Airport, Mohali for **Short Term Retail License for Skincare and Wellness Product** at the Airport, so as to provide amenities and facilities to the passengers and visitors at airports and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to the Premises.

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

AND WHEREAS the CHIAL is agreeable to grant the license;

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of _____ (_____) years from _____ to _____, unless terminated earlier on account of following;
    a. By giving 30 days of notice in writing without assigning any reason.
    b. Terminated by CHIAL on a short notice on account of non-compliance to terms and conditions of the agreement/ NIET, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance.

2. That in consideration, Licensee shall pay CHIAL every month in advance by way of license fee on or before 15th day of English calendar month as under:

Year	Amount of Monthly License Fee
1st year	_____ + applicable GST/Taxes

3. **Rate of Escalation**:

   a. License Fees shall be subject to annual escalation of 10% compounded annually.

   b. The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one-year period therefrom. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, OR the gestation period has been extended for any reasons whatsoever, the date of first annual escalation shall be reckoned from the next day of expiry of original gestation period stipulated in NIT.

4. CHIAL shall raise all bills (including MMG/Quoted License Fees and any other bills except annual land lease bills) for the current month on 1st day of month in advance except true-up and reimbursement of expenditure bills like electricity, water etc.

   The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on 15th of succeeding month.

   A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by Authority.

   CHIAL shall levy penal interest @ 12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in CHIAL's account in the cases concessionaire/ agencies settled the invoice after due date but within 90 days (date of invoice plus 90 days) and @ 18% per annum from the due date till the actual date of payment received in Authority's account in the case of concessionaire/ agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.

5. Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by CHIAL from time to time) for allotted space. Presently notified space rent is INR 4,287.15/- per Sqm. per month (for A/C space) and INR 3,000.79/- per Sqm. per month (for Non-A/C space) w.e.f. 01.04.2025 subject to annual escalation of 10 % p.a. or as fixed by CHIAL from time to time. That in addition Licensee is also liable to pay, **if applicable as per tender conditions**, space rent of Rs. ____/- per Sqm per month for A/C space and INR ____/- per Sqm per month for Non A/C space.

   Such charges shall be paid within the date(s) specified in the bill(s).

6. That in addition to the above said license fee, licensee shall pay all utility

charges towards consumption of electricity, water, internet, data ports etc. as per actual consumption, as may be, due as determined by CHIAL and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). 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, CHIAL may without prejudice to its other rights disconnect or cause to be disconnected the above utilities to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.

8. That the Licensee shall make payment of license fee etc. either by Virtual Account Number (VAN or through RTGS/NEFT.

9. That the Licensee shall deposit Security Deposit within 15 days from issuance of LOIA, amounting to _____ months' equivalent gross license/Concession fee of the first year, to CHIAL as an interest free security Deposit of Rs. _____/- in the form of 60% cash and 40% BG. The 60% Security to be deposited in the form of RTGS/NEFT and 40% in the form of Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

   In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

   In the event of the Licensee committing any breach of the terms & conditions of the license agreement, CHIAL may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event, Licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by CHIAL to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license CHIAL shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

   Note:

   i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.

   ii. In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.

   iii. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period, from a Nationalized/Scheduled Bank and in favor of CEO, CHIAL.

10. The licensee shall deposit additional Security Deposit of Rs. _____/- in the form of NEFT/RTGS/VPA/VAN for the Utilities (Electricity, Water, Data Port, Telephone etc.). The value of such Security Deposit for utilities will be determined equivalent to 5% of annual license/concession Fee of first 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 Authority in such manner as may be prescribed. The Licensee shall provide to CHIAL, if so required by CHIAL, Statements of audited Accounts in such manner and within such period as CHIAL may prescribe. Licensee shall be liable to share invoicing details live with CHIAL.
13. That the Licensee shall have no right to object as and when CHIAL decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
14. That Authority 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 CHIAL.
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 authority 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 CHIAL. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
17. That CHIAL 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 licensee 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 licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
18. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of CHIAL and the staff of various Airlines using the Airport and for no other purpose.
19. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of CHIAL.

20. The licensee must necessarily operate the contract for minimum 20% of the total period of the contract failing which the licensee is liable to be debarred from participating in any tender of CHIAL for one (01) year from the date of issuance of orders.

21. That in case if at any stage during the currency of the agreement, CHIAL finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/ document, in such an eventuality, the license is liable to be terminated by a communication in writing by CHIAL to the agency without CHIAL being liable in any manner whatsoever to the agency. In such an event, CHIAL shall forfeit and appropriate the EMD and Performance Security and debar the agency from CHIAL tenders for a period of two (02) years without prejudice to any other rights or remedy that may be available to CHIAL in this regard. However, in case the license 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.

22. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 30 (Thirty) days' notice in writing, otherwise the Licensee shall be liable to pay to CHIAL (without any demur or question) such amount of money as CHIAL may decide as due to it by the Licensee. The license can be terminated by CHIAL by giving **30 (Thirty)** days' notice in writing without assigning any reason thereto.

23. 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, CHIAL may Terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 20% of the concession/ license period, then the party is liable to pay CHIAL, Damage charges equivalent to 3 months current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

C. **Termination for convenience**: -

Either party, CHIAL on one part or the contractor on the other party can

serve the notice for termination by giving the requisite notice period. The notice by CHIAL 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 CHIAL 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 20% of the license period or the party has not served the requisite notice of **30 days**, for surrender of license/concession after completion of 20% License period, then damage charges equivalent to 3 months current License fee / MMG / Concession Fee / Quoted Monthly Guarantee shall be levied on the Licensee and the Licensee is also liable to be debarred for a period of one year. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings to be initiated as per PPE Act or any other suitable remedies/Act available.

No such damage charges are liable to be paid by the Concessionaire/ contractor, in case the License is terminated for Convenience by CHIAL even within the 20% of license period OR thereafter.

NOTE: If the licensee does not operate the license up to 20% 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.

E. In case of operationalization of Master Concessionaire at **SBS International Airport Mohali**, the subject contract shall be terminated by CHIAL by giving a short notice of termination and the licensee shall have to vacate the premises in given timeline.

24. Obligations of the licensee after expiry/termination of the contract:

(i) After the contract expires/terminated, the licensee shall stop business and shall vacate the premises within a period of maximum 07 days (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee.

(ii) If the licensee ceases business operations but fails to vacate the premises within 07 days of expiry of contract, double the amount of normal notified space rent of that area shall be charged from date of expiry/termination of license till the date of vacation.

(iii) If licensee ceases business operations but fails to vacate even after 15 days, the licensee ceases to claim any ownership of the un-cleared materials. CHIAL shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available Security Deposit along with outstanding dues, if any. Authority shall also be at liberty to dispose of the leftovers/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.

(iv) In case, the licensee continues the business operation even after expiry of the contract period exponential penalty @ double the License fee shall be levied and eviction process as per PPE Act / any applicable Act etc. shall be initiated.

25. In the event of any default, failure, negligence or breach, in the opinion of CHIAL on the part of the Licensee in complying with all or any of the conditions of the license agreement, CHIAL 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.

26. Set-Off Clause

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, CHIAL is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off and apply any or all amount at any time held with CHIAL as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with CHIAL. This is without prejudice to any rights and remedies available with CHIAL to recover the dues from licensee as prescribed by Law.

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

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

27. Acceptance of award letter and NIT conditions shall form part & parcel of the license agreement.

28. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of court shall be Mohali, Punjab.

29. CHIAL and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in **Appendix 1, 2, 3 & 4 of Annexure A** respectively annexed hereto.

30. **Obligations relating to Transfer**:

CHIAL agrees that during the period of this Agreement, in the event CHIAL transfers the rights to operate and maintain the Airport to a third party(s), CHIAL shall ensure that;

(a) Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release

Authority of all liabilities and obligations arising from and after the date of transfer / novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and

(b) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

Signed by _____, Authorized Signatory, CHIAL, for and on behalf of CHIAL in the presence of:

WITNESS:

1. _____
2. _____

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

WITNESS:

1. _____
2. _____

APPENDIX: 1 of Annexure-A

GENERAL TERMS AND CONDITIONS

CHIAL hereby covenants with the licensee as follows:

(1) The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from 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 CHIAL or any person claiming under CHIAL.

(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 CHIAL under this agreement, by the Licensee/Licensee's Authorized representative, shall be deemed to have been served if delivered at or sent by registered post to CHIAL.

(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 CHIAL and all other actions to be taken on behalf of CHIAL, may be given or taken on behalf of CHIAL by the CEO 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 CEO, in respect of the Airport under his charge.

(5) (a) The Licensee shall, not unless with the written consent of CHIAL, 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 AAI,CHIAL, Civil Aviation Department or any other Department of Government and or local body or Administration, in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.

(7) (a) The Licensee shall indemnify CHIAL from/against any claims made or damages suffered by CHIAL by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

(b) CHIAL 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 CHIAL 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, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs. 1000/- per day for each default up to 7 days & thereafter Rs. 2000/- per day 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 CHIAL or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.

(b) All instructions given by the Airport Health Officer/Medical Officer of CHIAL or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.

(c) The licensee shall notify to the Airport Health Officer whenever any person working under the licensee 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 CHIAL, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), CHIAL 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 servants as shall have good character and as well behaved and skillful in their business. The Licensee shall furnish CHIAL in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and CHIAL shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general

discipline of CHIAL and shall confirm to such directions as may be issued by CHIAL 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. The Licensee may also have the character of all persons employed by him verified by the police to the satisfaction of CHIAL, 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 CHIAL 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 inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by CHIAL and to be got approved by CHIAL 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 the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, CHIAL shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.

(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 license.

(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 license insure against any claim for workmen's compensation or otherwise of all persons employed by Licensee in connection with the business to be carried on as aforesaid with such insurance company as CHIAL shall approve of and shall produce for inspection on demand by CHIAL 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 license as minor offences and complaints coming to its notice for which in the opinion of CHIAL this agreement need not be terminated, CHIAL may at its discretion recover compensation from the licensee. The decision of CHIAL in this respect shall 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 sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled

price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. CHIAL can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by CHIAL and Licensee shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.

(18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.

(19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of CHIAL shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by CHIAL it is objectionable in any manner to keep, exhibit or sell the same.

(20) 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 by the Airport Director or his authorized representative.

(21) If any strike or lockout affecting the operations in the Airport or in any airline, due to which Licensee's business is affected, CHIAL shall not be liable for any loss suffered by the licensee. However, pro-rata rebate in the License fee shall be considered by the Tender Accepting Authority, in the following situations: -

i. Ban on visitor entry at the airport continuously for 03 days (if the location of the commercial facility is in visitor concourse area);

ii. Closure of the Airport by CHIAL for total operation, due to any reason, continuously for 03 days;

iii. Complete suspension / interruption by all scheduled flight operations continuously for 07 days.

Note: - The Annual Escalation shall be applied as per original terms and conditions of Agreement, i.e., after completion of 365 days (12 months) of license period as per the agreement.

(22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, CHIAL shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to CHIAL or permission for sale of additional items.

(23) The Licensee shall deposit duplicate keys of the premises with CHIAL whenever the Airport Director Demands and permit CHIAL to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.

(24) CHIAL 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 license or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.

(25) On expiry of the license period or on termination of the license by the Airport Authority 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 CHIAL. Further, licensee shall remove his / their goods and other materials from the premises within seven days, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and adjust the costs from the Security Deposit available OR demand payment for the costs incurred on such removal. If such payment is not made within 10 days, Authority 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.

(26) 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 favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.

(27) CHIAL, its servants and agents shall at all times have the absolute right of entry into the said premises.

(28) The provision of Public Premises (Eviction of Unauthorized occupants) Act or any other relevant Act or remedies which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.

(29) <u>Dispute Resolution:</u>

29.1 All disputes or differences (except those the decision whereof is otherwise herein before expressly provided for or to which any applicable law for the time being in force and the rules framed there-under which are now enforce or which may hereafter come into force are applicable) which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) (the "Dispute") thereof shall be dealt with as provided hereinafter:

29.2 **<u>Through Mediation</u>**: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per CHIAL Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

29.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through **clause 29.3** within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

29.2.2 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

29.3 **Adjudication through Arbitration**: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub-Para **29.2** above, the unresolved dispute(s), on invocation by the aggrieved party, may be referred for adjudication by arbitration. However, the concessionaire shall need to fulfil the prerequisite of furnishing the additional BG to CHIAL (additional Bank Guarantee with validity of minimum 02 years from the date of making such reference, and further extendable) equivalent to 50% of the disputed amount before making reference to the arbitration for adjudication of dispute.

(a) When the amount involved is above Rs. 50 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

(b) When the amount involved is Rs. 50 Crores and below, the unresolved dispute(s) shall be referred to a Sole Arbitrator to be appointed by Chairman, CHIAL, after obtaining consent of the other party, as per format annexed at **Annexure-N**.

29.3.1 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

29.3.2 Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

29.3.3 Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

29.3.4 No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

29.3.5 The venue of such arbitration shall be at Courts of Mohali, Punjab and the language of arbitration proceedings shall be English.

(30) The licensee has to install EPOS (if directed by CHIAL) at every outlet for issuing invoices to the passengers for the sales transactions occurring at the outlets. Penalty @ Rs 500 per day per outlet may be levied for non-compliance of EPOS installation at outlets.

(31) All the EPOS terminals at the Airports to be integrated with CHIAL Information Management System or any other software provided for this purpose, as and when EPOS is put in place, to ensure monitoring of sale of products/services in real time basis.

The EPOS system used by licensee to be on par with industry standards (similar to EPOS machines used in other airports/ malls/ MBOs). These EPOS machines may also have provision to capture data from Boarding Basses & Passports, if required, as in the case of “Duty Free Outlets”.

CHIAL reserves the right to install its own EPOS system during the concession term. Further, CHIAL may also appoint a System Integrator for capturing the Sales/Inventory Data from Licensees’ EPOS Terminals for the purpose of monitoring. The charges for such System Integration (per EPOS machines), to be paid to CHIAL appointed System Integrator, shall be borne by the Licensee/Concessionaire as per the actuals.

In case of any dispute on the uptime of the machines, the data from the CHIAL appointed System Integrator shall be relied upon, wherever applicable.

(32) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required;

Security Clearance: - Copy of valid Security Clearance in the name of the bidder issued from BCAS is to be submitted in the bid documents.

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 LOA and submit copies thereof to CHIAL, in case the Selected Bidder/Licensee/ Concessionaire is having prior Security Clearance from BCAS.

(33) 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)

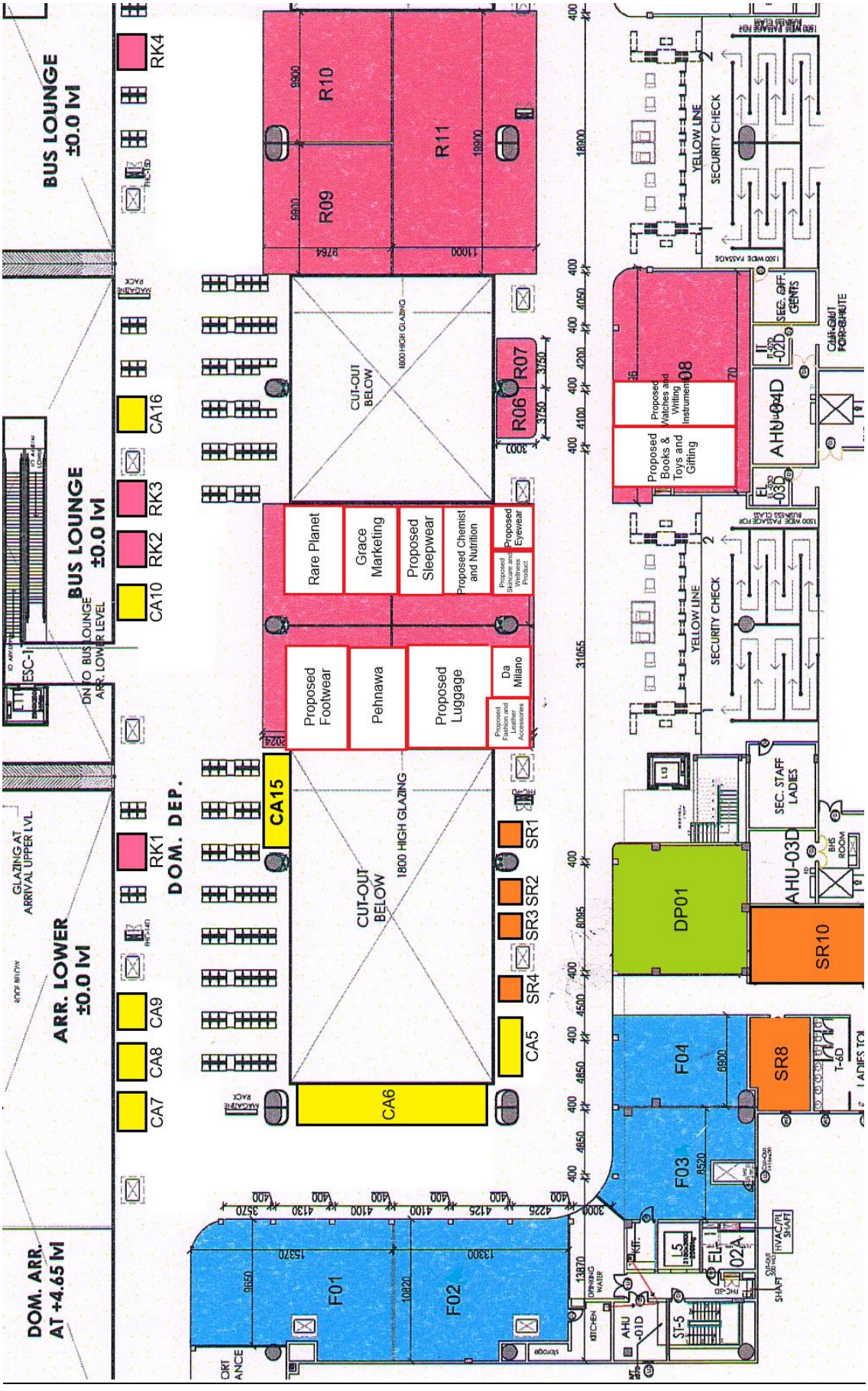
APPENDIX: 2 of Annexure-A

SPECIAL TERMS AND CONDITIONS

NOT APPLICABLE

APPENDIX: 3 of Annexure A

CONCESSION AREA LAYOUT



APPENDIX: 4 of Annexure A

SCHEDULE OF PREMISES

Airport	SBS International Airport, Mohali
Facility	Skincare and Wellness Products Retail Outlet
Location	Departure Lower Level, Domestic SHA
Area (in SQM)	15 SQM

(SIGNATURE OF THE LICENSEE)

ANNEXURE: B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

Know all men by these presents, we _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Sh/ Smt. (Name), _____ son/daughter/wife of _____ aged _____ years and presently residing at _____, who is presently employed with us / the Lead Member of our Consortium and holding the position of ……., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for pre-qualification and submission of our Bid for the _____ [NAME OF LICENSE] facility at…….Airport, ……., India (the "Concession") proposed by CHIAL including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the CHIAL, representing us in all matters before the CHIAL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the CHIAL in all matters in connection with or relating to 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 CHIAL.

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

IN WITNESS WHEREOF WE… THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2_____

For …….
(Signature, name, designation and address)

Witnesses:

1.

(Notarized)

2.

Accepted

…….
(Signature)
(Name, Title and Address of the Attorney)

Notes:

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

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

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

ANNEXURE: C

ACCEPTANCE LETTER
(To be submitted in applicant letter head)

Date:_____

To,

The CEO,
CHIAL.

Sub: Acceptance of CHIAL's Tender Conditions

Sir,

The tender documents for the **Short-term Retail License for Skincare and Wellness Products Outlet** at SBS International Airport Mohali have been provided to me/us by CHIAL and:

1. 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 form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of CHIAL's tender documents in its entirety for the above facility.
4. The contents of **clause 22** of Notice inviting E-Tender of the Tender Documents have been noted wherein it is clarified that CHIAL reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I / We shall make available to CHIAL any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by CHIAL.
7. I / We acknowledge the right of CHIAL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our

predecessor entity defaulted in complying with any statutory requirements.

9. I/ We hereby declare that:

   a. I / We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by CHIAL.

   b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 08 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 CHIAL or any other public sector enterprise or any government, Central or State; and

   c. I/We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clause 08 of General information and Guidelines of Tender 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 09 of General information and Guidelines of the Tender Document.

10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.

11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by CHIAL in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above-mentioned concession and the terms and implementation thereof.

12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by CHIAL or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.

13. I / We confirm having submitted the Tender Processing Fee of **Rs.10,000/- (Rupees Ten Thousand Only)** to CHIAL in accordance with the Tender Document. The copy of payment receipt is attached.

14. I/We confirm having submitted the EMD of **Rs. 1,00,000/- (Rupees One Lakh only)** to CHIAL in accordance with the Tender Document. The copy of payment

receipt is attached.

15. I/We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I /We shall have any claim or right of whatsoever nature if the contract is not awarded to me/us or our Proposal is not opened.
16. I//We agree and understand that the **Earnest Money Deposit Rs. 1,00,000/- (Rupees One Lakh only)** liable to be forfeited by CHIAL, 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.
17. I//We agree and understand that 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 liable to be debarred by CHIAL for further participation in the tenders at its airport or at any other place under the control of CHIAL, for a period of ***one (01) year***.
18. I//We agree and understand that 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, CHIAL 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 CHIAL, for a period of ***two (02)*** years.
19. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated this _____ Day of _____, 20____

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

ANNEXURE: D

DETAILS OF BIDDER

1.	**Details of Bidder**	
(a)	Name:	
(b)	Country of Incorporation:	
(c)	Legal status of bidder (sole proprietor, partnership firm or a company under the Companies Act). If Company, Name and DIN of all Directors of the Company.	
(d)	GST	
(e)	PAN	
(f)	Address of the corporate headquarters and its branch office(s), if any, in India:	
(g)	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 CHIAL:**	
(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

ANNEXURE: E

CERTIFICATE FROM CHARTERED ACCOUNTANT / STATUTORY AUDITOR IN RESPECT OF TECHNICAL, FINANCIAL CAPACITY & EXPERIENCE

Based on the audited records of the company, this is to certify that _____ (Name of Bidder) has a turnover from _____ as per details below:

Financial Year	Turnover (in INR Lakh)
Total	

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

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

ANNEXURE: F

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 and Financial Capacity 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) _____

ANNEXURE-G

DECLARATION

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

1. (a) I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India/CHIAL:

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit (including the additional SD for DRC/Arbitration)	Dues (disputed & Undisputed)
			From	To		
Existing Contracts						
1.						
2.						
Expired contracts						
3.						
4.						

(In case of no contracts in AAI controlled Airports/ CHIAL, indicate NIL.
Additional SD for DRC/ Arbitration cases to be indicated separately)

2. I/We, including my/our allied firms, are not debarred / blacklisted by CBI or AAI or CHIAL 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/ AAI Act with AAI/CHIAL.
(In case if you have faced/are facing action under PPE Act/AAI Act/CHIAL, submit all the details).

4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports/CHIAL
(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/firm/concern is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/ CHIAL and has dues up to the date as specified in GENERAL INFORMATION AND GUIDELINES para 3 of NIT with AAI/CHIAL".
(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

information and guidelines 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 in any of the Airport premises/CHIAL either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees"

   (In case if raids/seizure/search conducted, please furnish all such relevant details).

8. I/We declare that we do not fall under the categories a, b, c, d and e as per Clause 12 (f) of NIT.

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

Date:

Signature with Seal

ANNEXURE: H

LIST OF NEAR RELATIVES EMPLOYED IN CHIAL/AIRPORTS AUTHORITY OF INDIA /CHIAL

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

SIGNATURE OF TENDERER

Note:

1. In case of NIL report, Performa must be filled with NIL report and submitted duly signed by the Authorized Signatory.
2. In case the above space is not adequate, the details, additional sheets duly signed by Authorized signatory may be attached.
3. The term near relative means wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws.

ANNEXURE: I

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

1. Name of Contract :
2. Agreement No. and Date :
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
   (a) For regular license/contract :
   (b) For arbitration cases/disputed dues (if any) :
7. Amount of Outstanding Dues against the bills raised-up to _____ :
   (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 of CEO-CHIAL

Name: [•]

Designation: [•]

_____ **Airport**

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

ANNEXURE: J

BANK ACCOUNT DETAILS OF BIDDER

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

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

(Bidder's Name & Signature)

Place:

Date:

ANNEXURE: K

FORMAT OF BANK GUARANTEE

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

WHEREAS by a Award letter/License Agreement dated _____ made between Chandigarh International Airport Limited, the Licensor (hereinafter called "CHIAL) of the one part and _____ (hereinafter referred to as "the Licensee") of the other part, CHIAL has granted to the Licensee the license for operating the _____ _____ (complete name and place of work) and the License Fee and other charges and for the due and 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 the at the request of the licensee we,_____do, hereby irrevocably and unconditionally undertake to pay to you, CHIAL 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 CHIAL on account of the License Fee and Royalty and other outstanding dues / 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 CHIAL by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and CHIAL shall be the sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees……..) and extended for the amount increased from time to time as aforesaid.

2. Notwithstanding any right the Licensee may have against CHIAL 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 CHIAL as stated herein above shall be conclusive evidence to us that the amount demanded by you, CHIAL 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 CHIAL and the Licensee and or any act of omission on part of CHIAL or any indulgence to the Licensee by CHIAL 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 CHIAL.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.

6. This Guarantee shall be valid till_____and you have the right to encash this Guarantee up to_____from the said date unless extended on demand by CHIAL.

NOTWITHSTANDING anything contained herein:

i. Our liability under this Guarantee shall be limited to a sum of Rs. _____ and the validity of this BG shall be up to the expiry of the subject License/Concession.

ii. This bank guarantee shall be valid up to_____ and you have the right to encash this BG up to the claim period _____ (i.e., 12 months from the date of expiry of License Period)

iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before claim date _____.

For Bank name

Dated:

Place:

Witnesses:

APPENDIX: 1 of Annexure-K

Advisory: For Applicant and its BG Issuing Bank Branch

CHIAL has made arrangement for verification of Bank Guarantees received by CHIAL from Licensees/ Customers/ Concessionaires through Structured Financial Messaging System (SFMS) of HDFC bank. The system will operate on pan India basis.

It is to be noted that along with physical BG, CHIAL has also activated an online facility to view the issued BG cover message transmitted to HDFC Bank through SFMS platform.

1. For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
2. In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below mentioned field, BG confirmation through online portal would not be updated.
3. It is requested that prospective bidder notify their bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message - IFN 760COV/ IFN 767COV via SFMS
IFSC CODE - HDFC0000450
Corporate Name - Chandigarh International Airport Limited

Field Number	Particulars (to be mentioned in Row 1)
7037	CIARPL

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please refer **Appendix 2 of Annexure-K** -request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

APPENDIX: 2 of Annexure-K

Request letter: Transmission of Bank Guarantee cover message
(To be submitted by applicant to BG issuing bank)

Date: _____

The Manager,
_____ **(Bank),**
_____ **(Branch)**

Subject: **Inclusion of unique identifier code of CHIAL while transmitting BG cover message where beneficiary bank is HDFC bank (IFSC - HDFC0000450).**

Dear Sir/Ma'am,

I/We, _____ request you to include unique identifier CIARPL in field **7037** of the SFMS cover message IFN COV **760** (for BG issuance) and IFN COV **767** (for BG amendment) while transmitting the same to beneficiary bank (HDFC bank - IFSC-HDFC0000450)

Thanking You,

_____

(Licensee/Concessionaire)

ANNEXURE: L

(For Successful bidder only)

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

The Branch Manager,

..... Bank,

.....

Sub: **My/Our bank Guarantee No. _____ dated _____ For Rs. _____ Issued in favour of CHIAL A/c No. _____**

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security/Earnest money on account of contract awarded/to be awarded by CHIAL to me/us.

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

Signature of the Depositor

Place:

Date:

ANNEXURE: M

CHECKLIST FOR BIDDERS

S. No.	Particulars	Detail
1	Type of Facility / Concession	
2	Period of license/ concession	
3	Tender Processing Fee	
4	Earnest Money Deposit	
5	Area and Location for license	
6	Minimum Reserved Licensed Fee/MMG	
7	Revenue Share (%), if applicable	
8	Eligibility Criteria:	
9	Technical Qualification	
10	Financial Qualification	
11	Space Rent for AC space	
12	Space Rent for Non-AC space	
13	Applicability of space rent	
14	Common Area Maintenance (CAM) Charges	
15	Electricity & Water Charges, etc.	
16	Applicable Govt. taxes (GST, etc.)	
17	Experience Certificates	
18	Incubation Period	
19	Gestation Period	
20	Security Deposit Towards License Fee	
21	Security Deposit Towards Utilities	

Critical Dates:

1	Date of publish of Tender document	
2	Start download/sale date of Tender documents	
3	Last download/sale date of Tender document	
4	Last date of submission of queries to Tender Document on CPP portal	
5	Reply to the queries by CHIAL on CPP portal	
6	Last date for online submission of bids/proposals on e-tender portal	
7	Technical Bid Opening date	
8	Financial Bid Opening date	

ANNEXURE: N

Format for Consent Letter
Dispute Resolution Clause

To,

The Chairman/ CEO,
CHIAL,
_____

Sub: **Request for appointment of arbitrator under Clause _____ of the _____ agreement dated _____for_____**

Sir / Madam,

1. We state that _____(contractor/agency) was awarded work/concession of _____ at _____Airport through Award Letter dated_____.
2. Dispute related to _____arose between us (contractor/agency) and CHIAL.
3. On_____(date), dispute was referred to Mediation as per CHIAL Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:

   (i)

   (ii)
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we invoke arbitration under clause _____ of the _____ agreement between us and CHIAL and as per provisions to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the Chairman/CEO-CHIAL to appoint arbitrator from CHIAL's panel of arbitrators.
6. I/We also give my/ our consent for appointing any of the arbitrator(s) from CHIAL's approved panel of arbitrators, **as per paragraph-5 above**.

Thanking you,

(_____)
Authorized signatory of agency

Encl: As above