

**CHANDIGARH INTERNATIONAL AIRPORT LIMITED**

BID ID- 2026\_AAI\_262313\_1



**TENDER DOCUMENT**

For

**Operation and Management of  
Domestic Air Cargo Terminal at  
Shaheed Bhagat Singh  
International Airport,  
Chandigarh-140306**

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## **Disclaimer**

The information contained in this Tender document ("Document") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the CHIAL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document is not an agreement or an offer by the CHIAL to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by the CHIAL in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This document may not be appropriate for all persons, and it is not possible for the CHIAL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this document and obtain independent advice from appropriate sources.

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

The CHIAL, its employees and advisers 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 document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way in this Selection Process.

The 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 document.

The CHIAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this document.

The issue of this document does not imply that the CHIAL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for O&M Contract and the CHIAL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CHIAL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## **INTRODUCTION**

- 1. Background**
2. Chandigarh International Airport Limited (CHIAL) - Chandigarh, is a civil enclave with joint venture of AAI (51%), HSVP (24.5%) and GMADA (24.5%) and currently handles the Domestic Cargo Operations as Regulated Agent (RA) since 28<sup>th</sup> July 2023.
3. As per the IATA report, India's domestic air transport market is among the fastest growing in the world. The domestic air freight sector in India has grown at a CAGR of about 7% pre-covid.
4. Considering the growth potential of air transport, the potential of domestic air cargo movement too was recognized. The opportunity in domestic air sector was expanding with the growth in clients like auto manufacturers, e-commerce operators, engineering and fashion industry as Indian economy was growing fast and aviation was growing in double digits. Business was becoming very competitive, It required their parcels and merchandise such as auto parts, samples, valuables, reagents & perishables etc. across India, urgently day in and day out. Introduction of new airlines, more aircraft frequencies, new sectors and station provided much larger belly capacity. It provided much larger canvas to exploit the potential of domestic air cargo to achieve faster transportation of such time sensitive products to their destinations.
5. The Authority intends to invite proposal from suitable Bidders to select an entity for awarding the Project, through a competitive Bidding Process in accordance with the procedure set out herein. This RFP broadly includes the following details:
  - (a) Bidding Process/Technical Capacity and Financial Capacity;
  - (b) Documents required for RFP; Financial Bid; and
  - (c) Evaluation process.
6. The Authority will provide the existing infrastructure on an "as is where is" basis to the Selected Bidder. The Authority cannot guarantee that all space requirements of the Selected Bidder can be accommodated at the Airports.
7. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should

not be construed or interpreted as limiting in any way or manner the scope of Services and obligations of the Service Provider set forth in the draft Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of Services, the Project to be awarded pursuant to this RFP or the terms thereof or contained herein. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids ("Bid Due Date").

8. Bidders should note that the requirements as set-out in this RFP are not exhaustive and the Bidders shall be required to do a detailed study, analysis and assessment and provide a detailed solution so as to ensure all requirements and qualities catering to the business, technical, support and operations requirements that passenger processing system should cater to, are met.
9. The Bidder may procure the details for the airport/project/ facility at its own costs and risks. The Bidders are also encouraged to visit the Airports and familiarize themselves with the Project. Bidder shall make a formal request in writing to the Authority, seeking permission for visiting the Airports at least 5 (five) days prior to the day on which the Bidder intends to undertake such visit. Upon receipt of a Bidder's aforesaid request, the Authority may, in its sole discretion and subject to fulfillment of the requisite protocols, allot a specific date and time-slot to the Bidder in this regard.
10. The Authority presently owns some of the equipment/ machine deployed at its Cargo. Details of such equipment (type, number,) has been provided in Annexure-7 ("CHIAL Equipment"). The Selected Bidder shall be required to take over these Equipment on 'as is' basis from CHIAL in accordance with the terms and conditions by paying an amount as mentioned in Schedule III. This amount is required to be paid within 90 days of signing of Agreement. The said amount is one time payable which is over and above the MRLF quoted by the selected bidder.

## **1 NOTICE INVITING e-TENDER (2 Envelope Open Tender)**

1. Item Rate e-tenders are invited through the e-tendering CPP Portal by Chief Executive Officer, CHIAL, on behalf of Chairman, CHIAL from the eligible bidders for the work of “Operation and Management of Domestic Air Cargo Terminal at Shaheed Bhagat Singh International Airport, Chandigarh” for a period of 05 years.
- 2.

The tendering process is online at CPP-portal URL address <https://etenders.gov.in/eprocure/app> or [www.CHIAL.aero](http://www.CHIAL.aero) (for reference only). Prospective bidders may download and go through the tender document.

Prospective bidders are advised to register themselves at CPP-portal, obtain ‘Login ID’ and ‘Password’ and go through the instructions available in the Home Page after log in to the CPP-portal <https://etenders.gov.in/eprocure/app> or [www.CHIAL.aero](http://www.CHIAL.aero). They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidder may also take guidance from CHIAL Help Desk Support.

### **“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](http://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

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

**E-Mail:** ccppp-doe@nic.in

1. **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.**
2. **For any technical Issues / Clarifications relating to the publishing and submission of CHIAL tender(s)**

Inorder 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).

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”**.

**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@aaai.aero	011-24632950 Ext. 3512	0800-2000 Hrs. (MON - SAT)
2	Mr. Gamit Vaibhav Manekjibhai AM(IT)	After 4 Hrs. of Issue	etendersupport@aaai.aero or vaibhav_g@aaai.aero	011-24632950 Ext.	0930-1800 Hrs. (MON-FRI)

				3523	
3	Sh. Amit Mishra, Sr. Manager. (IT)	After Hrs. 12	<a href="mailto:amitmi_shra@aaiaero">amitmi_shra@aaiaero</a>	011-24632950 Ext. 3520	0930-1800 Hrs. (MON-FRI)
4	Sh. Sunil Kumar Jt. GM (IT)	After Hrs. 24	<a href="mailto:sunil.k_m@aaiaero">sunil.k_m@aaiaero</a>	011-24632950 Ext. 3506	0930-1800 Hrs. (MON-FRI)
5	General Manager (IT)	After Days 03	<a href="mailto:gmit@aaiaero">gmit@aaiaero</a>	011-24657900	0930-1800 Hrs. (MON-FRI)
6	Asim Kant	HoD Cargo	<a href="mailto:hodops@chial.org">hodops@chial.org</a>	0172-2242418	0930-1800 Hrs. (MON-FRI)
7	Gaurav Yadav	Bid Manager	<a href="mailto:gauravydyv@aaiaero">gauravydyv@aaiaero</a>	0172-2242418	0930-1800 Hrs. (MON-FRI)

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

The abovementioned 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.

(i) Tender Fee (Non-Refundable) of **Rs. 50,000/- (Rupees Fifty Thousand only)** including GST, will be required to be paid through NEFT/RTGS only in the below mentioned bank A/c details:

(ii) UPFRONT FEE/EMD of **₹ 30,95,836/- (Rupees Thirty Lakh Ninety Five Thousand Eight Hundred and Thirty Six only)** will be required to be paid through NEFT/RTGS only in the below mentioned bank A/c details:

ACCOUNT No.	Bank Name	IFSC Code	ACCOUNT NAME
50200045008946	HDFC BANK LIMITED	HDFC0000450	CHANDIGARH INTERNATIONAL AIRPORT LIMITED

**Refund of Upfront Fee/EMD:**

Upfront Fee amount of the unsuccessful bidders will be refunded to their source account after finalization of successful bidder/Licensee on CPP portal.

3. Following 2 envelopes shall be submitted through online at CPP-portal by the bidder as per the following schedule: -

## 2 CRITICAL DATE SHEET

Sl. No.	Event Description	Date	Time
1	Availability of Bid Documents at Website	9-Jan-26	
2	Bid document download / Sale of E- Bid from NIC CPP Portal	10-Jan-26	
3	Last date for receiving pre-bid queries	17-Jan-26	Upto 1800 hrs
4	Pre-bid conference	19-Jan-26	At 1100 hrs
5	Last date of Authority response to pre-bid queries	30-Jan-26	Upto 1800 Hrs
6	Bid submission start date and time	31-Jan-26	
7	Last date for downloading the Bid Documents from the website	22-Feb-26	Upto 1800 Hrs
8	Date of online Bid submission- Bid Due Date	23-Feb-26	Upto 1800 Hrs
9	Opening date and time of Technical Bid	24-Feb-26	At 1430 hrs
10	Opening date and time of Financial Bid		To be intimated at CPP

### A. Envelope-I (Technical Bid and Pre-qualification): -

**Technical Bid** containing the following: -

i) Scanned copy of proof of deposited Upfront fee/EMD and Tender fee.

- ii) Scanned copy of Unconditional Acceptance Letter on Bidder's Letter Head (Annexure-1).
- iii) Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
- iv) Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Bidder's Letter Head (Annexure-3).
- v) Scanned copy of Form- I – Cover Letter on Applicant's Letter Head duly filled and signed.
- vi) Scanned copy of Form- II (A) – General Information and Form - II (B) Information on available certifications of the applicant, along with the supporting documents.(For information only)
- vii) Scanned copy of Form- III – Financial Information (Turnover of Applicant and Net Worth) along with the supporting documents duly certified by CA and having UDIN.
- viii) Scanned copy of Form-IV – Technical Criteria with details of similar works completed in any of the preceding seven (07) years. Documentary evidence like Completion/part-completion Certificate/CA certificate or Statutory Auditor's certificate.
- ix) Scanned copy of Format Consent Letter: Dispute Resolution Clause duly filled.
- x) Scanned copy of Annexure-2 (Integrity Pact).
- xi) Scanned copy of Annexure-4 (Power of Attorney for signing of Bid).
- xii) Scanned copy of Annexure-5A (Undertaking of the Lead Bidder).
- xiii) Scanned copy of Annexure-5B (power of attorney for lead member of consortium).
- xiv) Scanned copy of Annexure-6A (undertaking with information on contracts with AAI).
- xv) Scanned copy of Annexure-6B (format of no dues certificate for aai and chial contracts).
- xvi) Scanned copy of Annexure-6C (format of undertaking for clearing all dues before issuance of LOIA).

Bidders other than proprietor firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney. (Annexure-4)

Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.

**Qualifying requirements of contractors / bidders containing the following:**

- i. The Bidder may be a single entity (which may be a natural person, private entity, government-owned entity) or a group of at maximum of two entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be a Member of another Bidder. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.
- ii. The Bidder shall be eligible to participate under the extant laws including but not limited to applicable orders issued by the Central Government (including Order No. F/No.6/18/2019-PPD and Order No. P-45021/112/2020-PP (BE-II) (E-43780) by Ministry of Finance, Ministry of Commerce and Industry, Department of Expenditure, Public Procurement Division dated 23 July 2020 and 24 August 2020 and as per amendments from time to time). The Bidder, who have beneficial ownership in countries which share land border with India and intend to participate in public procurement in India have to get registered with the Competent Authority.
- iii. For getting registered with the competent authority the Bidder needs to apply for “Registration” and for “Security Clearance” in the format provided in above mentioned orders. Only those Bidders who have been registered with the competent authority will be allowed to participate in this RFP. The Bidders need to submit undertaking as per Annexure-5B.
- iv. A Bidder may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into a Concession agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.5 of this RFP.
- v. Should have satisfactorily completed/handled the work in government, Public Sector entity or Private Sector entity in the area of Cargo handling/ Operations/ Operations & Maintenance/ware-housing/freighters (Indian Registered) with minimum handled annual domestic cargo volume of 12,357 (Twelve Thousand Three Hundred and Fifty Seven Only) MTPA in any of the preceding 07 (seven) years from the last date of submission of tender in least 01 (One) Cargo Facility. (to be filled as per Form IV: Technical Criteria)
- vi. Client certificate for experience should show the nature of work done, tonnage handled, date of start, date of completion as per agreement,

actual date of completion and satisfactory completion of work. The Experience Certificate must be duly supported by documentary evidence such as completion certificate issued by client / CA or Statutory Auditor's certificate.

- vii. Should have Average Annual Financial Turnover of **Rs. 11,68,33,443/- (Eleven Crore Sixty Eight Lakh Thirty Three Thousand Four Hundred and Forty Three Only)** during last three financial years ending 31.03.2025. The Financial Information shall be submitted in the given format – **Form-III**. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- viii. The tenderer should have a positive net worth duly certified by certified Chartered Accountants. The Certificate should be submitted in the given format- **Form-III**.
- ix. The JV / Consortium shall be a combination/ Group of Companies having experience as registered entity and any entity registered under the Companies Act 2013 as company is considered eligible for bidding.
- x. JV/Consortium arrangement made after call of tender shall be permitted of following term:
  - a. Number of Members in a Consortium shall not exceed 2(two);
  - b. Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member of the Consortium. Members of the Consortium shall nominate one Member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as prescribed in Appendix-IV executed on non-judicial stamp paper of appropriate value and duly notarized by a notary public, signed by all the other Members of the Consortium;
  - c. Undertake that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for the entire duration of the Project;
  - d. Undertake that Member; other than the Lead Member of the Consortium; whose Technical and/or Financial Capacity is considered for the purpose of qualification and shortlisting herein, shall have 26% (twenty six percent) equity shareholding in the SPV for the entire duration of the Project;
  - e. The Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to technical and financial obligations;

- f. An individual Bidder cannot at the same time be Member of a Consortium applying for RFP. Further, a Member of a particular Bidder Consortium cannot be Member of any other Bidder Consortium applying for RFP;
- g. the Members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- h. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-5A (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Service Provider in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each Member;
  - (iii) undertake that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for the entire duration of the Project;
  - (iv) undertake that Member; other than the Lead Member of the Consortium; whose Technical and/ or Financial Capacity is considered for the purpose of qualification and shortlisting herein, shall have 26% (twenty six percent) equity shareholding in the SPV for the entire duration of the Project;
  - (v) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations for the entire Concession Period; and;
  - (vi) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of AAI.
- i. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as Member of a Consortium.
- j. A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration

award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity for breach of contract by such Bidder or Member nor have had any contract terminated by any public entity for breach by such Bidder or Consortium Member or Affiliate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in Clause 3.4.3 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

k. While qualification is open to persons from any country, the following provisions shall apply:

- (i) where, on the date of the Bid, more than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (ii) if at any subsequent stage after the date of the Bid, there is an acquisition of more than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or Control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in subclause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this regard shall be final, conclusive and binding on the Bidder.

The holding or acquisition of equity or Control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or Control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the

Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- xi. The 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. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Securities, as the case may be. The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Securities (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("Damages"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Securities (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (a) The Bidder, its Member or Affiliate (or any constituent thereof) and any other Bidder, its Member 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 the Bidder, its Member or an Affiliate thereof or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, or Affiliate, as the case may be in the other Bidder, its Member or Affiliate is less than 20 % (twenty per cent) of the aggregate issued subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, Airports Authority of India, Govt. of India or a public financial institution referred to in Section 2 (72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(v), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) 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 ("Subject Person") shall be taken into account for computing the shareholding of such Controlling person in the Subject Person; and
- (bb) subject always to sub-clause (aa) 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 per cent) of the aggregate issued subscribed and paid up equity shareholding of such intermediary; or

- (b) A constituent of such Bidder is also a constituent of another Bidder; or
- (c) Such Bidder , its Member or any Affiliate thereof receives or 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, its Member or any Affiliate thereof or has provided or has entered into any agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Affiliate thereof; or
- (d) Such Bidder has the same legal representative for purposes of

the Bid as any other Bidder; or

- (e) Such Bidder, or any Affiliate thereof, has a relationship with another Bidder, or any Affiliate thereof, directly or indirectly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) Such Bidder, or any Affiliate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, 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, the Authority shall place reliance upon the declaration to be submitted by the Bidder in the form of acceptance of the Authority's RFP conditions/ other documents forming part of Technical Bids.

- (g) In the event, the declaration submitted by the Bidder 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. In such event, punitive actions shall be taken by the Authority as per provision of RFP and Concession Agreement.

- vii If the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) is an existing or past concessionaires or licensees of AAI intending to participate in response to RFP, then the Bidder or its Member or its Affiliates (whose experience is used for Technical and Financial Capacity) should not have any amounts including interest outstanding and payable to the Authority ("Outstanding Dues") for the period upto December 31st 2020 in respect of all the units of AAI (where the participating tenderer is

operating concessions/licenses or had operated concessions /licenses) as on Bid submission date.

In addition, if the Bidder is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a director of any other company or partner of such company or a Sole Proprietor having established business with the Authority and has outstanding dues payable to the Authority, then the Bidder shall not be eligible to participate in the Bidding Process.

- a) Bidders are required to pay all Outstanding Dues (until December 31st, 2020) on or before the Bid Due Date. In confirmation of the aforesaid, the Bidder shall submit a No Dues Certificate and undertaking in the format set forth in Annexure-6(A) and Annexure 6(B) issued by the respective Airports where the Bidder/ Member / Affiliate is / was providing services ("No Dues Certificate"). A Bid without the No Dues Certificate shall be rejected by the Authority as non-responsive. For avoidance of doubt, any disputed amount which is referred for dispute resolution/arbitration by the Authority shall not be considered as Outstanding Dues.
- b) During the intervening period i.e. after the submission of RFP and before finalization of award, if any amount is found as outstanding against the Selected Bidder, the Selected Bidder shall clear such dues (undisputed ones) before award of the concession. For this purpose, all the Bidders shall submit an undertaking as per Annexure 6 (C) along with such bid, that in case, the Bidder emerges Selected Bidder, it shall clear all such dues before the award of concession.
- c) In the event of specific order/judgement from the Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues, the adherence of the above condition will be exempted and regulated in accordance with specific orders.
- d) The No Dues Certificate may be obtained from respective Airports. The decision of the Authority in respect of Outstanding Dues shall be final and binding on the Bidder.

#### **B. Envelope-II: - The Financial e-Bid through CPP portal.**

1. Bidders are requested to quote the BASIC RATES in the given BOQ format in Financial Bid. The system will calculate the total amount and the NPV (Net Present Value) amount as per the defined formula by CHIAL and the highest bidder (H1) shall be decided on the basis of **05 years having highest NPV**.

**Discount factor of 10%** has been considered in the BOQ as applicable for calculation of Net Present Value (NPV).

2. All rates shall be quoted in the format provided and no other format is acceptable. **The rates are to be quoted without GST. GST shall be payable by successful bidder to CHIAL over and above the quoted rates at the time of payment.** If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
3. **Bid Submission:** -  
The bidder shall submit their application only at CPP Portal:  
<https://etenders.gov.in/eprocure/app>. Bidders/Contractors are advised to follow the instructions provided in the tender document for online submission of bids. Bidders are required to upload the digitally signed file of scanned documents as per Para 2.  
Uploading of application in location other than specified above shall not be considered. **Hard copy of application shall not be entertained.**
4. Not more than one tender shall be submitted by one bidder/tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Bidder who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Upfront fee would be forfeited and bidder/tenderer is liable to be banned from doing business with CHIAL.
6. Bidders are encouraged to submit their respective Bids after visiting the Airports and ascertaining for themselves the site conditions, passenger & cargo traffic inflow, location, surroundings, climate, availability of power, water and other utilities for installation of Equipment and operation, access to site, handling and storage of materials, Applicable Laws and regulations, and any other matter considered relevant by them. Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

7. It shall be deemed that by submitting the Bid, the Bidder has:

- i. made a complete and careful examination of the RFP;
- ii. received all relevant information requested from the Authority;
- iii. acknowledged and accepted the risk(s) of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4 above;
- iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.4 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Selected Bidder;
- vi. acknowledged that it does not have a Conflict of Interest; and
- vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- viii. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

8. **Bids Opening Process is as below: -**

**Envelope-I (Technical bid and Pre-qualification):**

**Envelope-I** containing documents as per Para 2 (A) and (B) (uploaded by the tenderers) shall be opened on date & time mentioned in CRITICAL DATE SHEET.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP portal to seek clarifications. No other means of communication in this regard shall be entertained.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope – I, he will be asked to provide it through CPP portal, if required. The tenderer shall upload the requisite clarification/documents within time specified by CHIAL, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be intimated to the bidders through CPP portal.

**Envelope-II (Financial Bid):**

Envelope-II containing financial bid of the bidders found to be meeting the technical criteria and qualifying requirements shall be opened on date & time mentioned in CRITICAL DATE SHEET. (In case the date and time for opening of Envelope-II (Financial bid) is required to be changed, the same shall be intimated through CPP Portal).

For the selection of successful bidder, **the bidder quoting the highest NPV shall be considered for acceptance/award.** However, the agency shall deposit the amount on the rate quoted by them for the period of 05 years as per payment terms.

9. Right to accept or reject any or all Bids

- a Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.
- b Without prejudice to the Clause 9.a above, the Authority reserves the right to reject any Bid if:
  - i At any time, a material misrepresentation is made or uncovered, or
  - ii The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid;Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- c In case it is found during the evaluation or at any time before execution of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, or concealed any

information the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOIA/LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOIA/LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Service Provider, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Service Provider. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Securities, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or under Applicable Laws.

- d The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

It is the responsibility of the Selected Bidder to obtain at its own costs, all applicable permits and clearances from the respective authorities within the time prescribed by the Authority.

10. CHIAL reserves the right to accept or reject any or all applications without assigning any reasons. CHIAL also reserves the right to call off tender process at any stage without assigning any reason.
11. CHIAL reserves the right to disallow the working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/black listing by any department of AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. CHIAL reserves the right to verify the credential submitted by the bidder at any stage (before or after the award the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer then CHIAL shall take the following action:
  - a) Forfeit the entire amount of Upfront fee submitted by the tenderer/bidder.

- b) The tenderer shall be liable for debarment from tendering in CHIAL, including termination of the contract apart from any other appropriate contractual/legal action.
- 12. Consortium/JV already working as registered company is allowed to participate in bidding. Companies which are an individual identity, their JV / Consortium are not allowed. Individual company can bid in individual capacity.
- 13. Change in Ownership
  - i. By submitting the Bid, the Bidder acknowledges and undertakes that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for the entire duration of the Concession Period. In addition, the Bidder undertakes that Member other than the Lead Member of the Consortium, whose Technical and/or Financial Capacity is considered for the purpose of qualification and shortlisting herein, shall have 26% (twenty six percent) equity shareholding in the SPV for the entire Concession Period. For the avoidance of doubt, the provisions of this Clause 3.5.1 shall apply only when the Bidder is a Consortium.
  - ii. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in Control of a Member or an Affiliate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP, the Bidder shall inform AAI forthwith along with all relevant particulars about the same and AAI may, in its sole discretion, disqualify the Bidder or withdraw the LOIA from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, AAI shall forfeit and appropriate the Bid Security as compensation in the form of damages and not penalty, payable to AAI for, inter alia, time, cost and effort of AAI, without prejudice to any other right or remedy that may be available to AAI hereunder or otherwise. In the event such change in Control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event,

notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

#### 14. Clarifications

- a. Bidders requiring any clarification(s) on the RFP may notify the Authority through CPPP only (<http://etenders.gov.in/eprocure/app>). They should send in their queries before the date specified in the Schedule of the Bidding Process. The Authority shall endeavor to respond to the queries within the period specified therein. The Authority will publish all the queries and its responses thereto on CPPP only (<http://etenders.gov.in/eprocure/app>) for the benefit of all the Bidders of the RFP without identifying the source of queries.
- b. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question(s) or to provide any clarification(s).
- c. The Authority may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarification(s) and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority and shall not alter the terms of the RFP.
- d. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarification(s) through shortfall at eCPP portal from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through – CPPP (<http://etenders.gov.in/eprocure/app>) only.

e. If the Bidder does not provide clarification(s) sought by the Authority under Clause 2.6 and Clause 13 within the prescribed time, its Bid shall be liable to be rejected in accordance with the provisions of Clause 9.

In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification(s) to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

The Authority has appointed an Independent External Monitor ("IEM") for the purpose of monitoring the Bidding Process as well as execution of the Concession Agreement for compliance with the principles specified in the Integrity Pact. The co-ordinates of the IEM are as under:

**a) Sh. Ranjan Kumar Ghose, IAAS (Retd.)**

E-mail – ranjankghose@gmail.com

**b) Sh. Ravindra Singh Rawal, IRS (Retd.)**

E-mail – rsrawal12@gmail.com

**15. Amendment of RFP**

- a. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarification(s) requested by the Bidder, modify the RFP by the issuance of addenda.
- b. Any Addendum thus issued will be posted only on CPPP. All Addendum shall be the part of the RFP/Concession Agreement.
- c. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

**16. Tenderers have to submit Unique Document Identification Number (UDIN) generated documents like Balance Sheet / Turnover certificate, Working Capital Certificate (works done during last 5 financial years & works in hand), Net worth Certificate as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.**

**17. PRE-BID CONFERENCE**

- i Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date and time of the pre-bid conference shall be as mentioned in Critical Date Sheet of this RFP. The venue for the pre bid conference shall be:
  - Venue:Conference Hall, Upper Departure, SBSI Airport, Chandigarh
- ii A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- iii During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this TENDER DOCUMENT, the following words and expression shall, unless the context otherwise requires, have the following meanings respectively;

**“Air Carrier”** means any air transport enterprise offering a service for the carriage of passengers, baggage or cargo by air, which requires Cargo Services at the Airport.

**“Airport”** means the existing Domestic/ International Airport being operated by AAI/ Private Operator under PPP project and includes all its land, buildings, equipment, facilities and systems as applicable.

**“Airport Contractors”** means any of the following whose activities or the works/ services they are engaged to provide in any way at any time affect or are affected by the works and/ or the Cargo Services as the case may be:

- (a) Contractors and utility companies engaged on the Project from time to time by AAI/CHIAL;
- (b) Franchisees, concessionaires and other service provider right holder appointed on the Project from time to time by AAI/CHIAL; and
- (c) Sub-contractors, representatives or agents of any of the parties mentioned in category (a) and (b) above;

Provided that the definition shall exclude the License and any of its contractors and subcontractors of any tier both in relation to the Works and / or Cargo Services and in any other capacity which would otherwise fall within categories (a) to (c) above in relation to other works/ services.

**“Applicable Law”** means all laws, brought into force and effect by GoI/MoCA, ICAO, DGCA, BCAS and AAI or any other relevant Govt. Body etc. (unless otherwise expressly specified herein) including rules, regulations and notifications

made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this contract of work.

**“Approvals”** means all authorizations, consents, approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be granted by, or any registration or filing with any authority under Applicable Law.

**“CHIAL’s Auditors”** means any firm of auditors appointed by CHIAL, from time to time.

**“Borrowings”** includes any monies borrowed; and rentals under financial leases; any deferred consideration for assets or services; any liability in respect of any acceptance or documentary credit; any liability in respect of receivables sold or discounted; any liability under any bond, debenture, loan stock, note bill or similar instrument; any amount payable under any currency or interest swap, cap, collar or other similar arrangement; any amount raised under any other transaction having the commercial effect of a borrowing or raising of money any interest or premium in respect of any of the foregoing; and any guarantee indemnity or other assurance against financial loss of any person, firm or company.

**“Cargo Services”** means the services to be provided to the Users as detailed in Scope of work, excluding the physical handling of the cargo between the Facility and the Air Carrier.

**“Competing License”** means any other service provider which has been granted similar Service Provider Rights as granted to the LICENSEE under this TENDER DOCUMENT/ Contract.

**“Encumbrance”** includes any mortgage, pledge, lien charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, or other TENDER DOCUMENT or arrangement the effect of which is the creation of security.

**“Facility”** means a general cargo building designed and constructed to provide all necessary facilities to handle domestic cargo, international cargo and specialized cargo products that may be requested by the Users and / or customers for successful and competent operation of the Cargo Services, comprising of required facilities and shall include all future expansions and / or alterations thereto.

**“Facility Area”** means that portion of the Project Site to which the Licensee is granted rights of access and use for the development, operation and maintenance of the Facility.

**“Financial Year”** means a financial year beginning on April 1<sup>st</sup> of any calendar year and ending on March 31<sup>st</sup> of the calendar year succeeding such year.

**“Force Majeure”** has the meaning defined in Para 23 of Tender Document.

**“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of undertaking and (in the case of Licensee) applying the standards generally adopted by international service providers (including those specified by IATA and / or ICAO) in the design, construction, testing, commissioning, maintenance, management and operation of the Facility in so far as it is not inconsistent with Applicable Law.

**“Gross Turnover”** means the overall gross turnover of the Licensee in each relevant Financial Year and includes all revenue whatsoever arising from the operation of the Facility and provision of the Cargo Services, excluding applicable Taxes.

**“Ground & Cargo Handling Regulations”** means such rules, regulations, guidelines and /or other documents issued by CHIAL/AAICLAS/DGCA/BCAS/AI/ICAO or any other relevant Govt. body issued from time to time to ensure smooth operations of all activities at the Airport, which shall inter alia specify non-exhaustive list of obligations that the Licensee and / or all other Airport Contractors are required to comply with.

**“IATA”** means the International Air Transport Associations.

**“IATA Standard Ground Handling Tender Document”** means the standard TENDER DOCUMENT issued by the International Air Transport Association (IATA) as part of the IATA Airport Handling Manual, Number 810, 2004, and as generally used between air carriers and ground handlers for the provision of ground handling services.

**“ICAO”** means the International Civil Aviation Organization formed by the Chicago Convention or any successor thereof.

**“Minimum Monthly Guarantee (MMG)”** means the initial sum that is paid by the bidder including building rental / land rental etc. for the Cargo Services as mentioned in the Tender Document.

**“Payment Term”** means the period of five (05) years starting from the Commencement Date, unless extended for a further period of 05 years as applicable in accordance with Clause 2.1.

**“Relevant Authorities”** means any GoI/MoCA/DGCA/BCAS/ICAO/AI or any other relevant Govt. body having jurisdiction in relation to the Works or the operation, maintenance and management of the Facility under Applicable Law.

**“Rupees” or “Rs”** means Indian Rupees, the lawful currency of India.

**“Service Provider Rights”** means the rights granted to the Licensee under this tender Document/ Contract.

**“Tax” or “Taxes”** shall mean any and all taxes, levies, imposts, duties, charges, deduction, cess, surcharge or withholdings that are, or that are to be, imposed, levied, collected, withheld or assessed, together with any and all interest, penalties, claims or other liabilities arising under or relating thereto, including any applicable stamp duty and registration charges.

**“Term”** means the period/ duration of 05 years from the date of award of work for operation and management of Cargo Terminal.

**“Second Licensee”** means such independent Second Licensee other than the First Licensee who may be granted similar Service Provider Rights in case of following situation.

- Tonnage exceeds 1,00,000 MTPA at Tier I cities
- Tonnage exceeds 30,000 MTPA at Tier II Cities

**“Users”** shall mean the Air Carriers, shippers, freight forwarders and all such entities who avail of the Cargo Services at the Airport.

**“Utility Services”** means any electric power cable, telephone cable or other cable or apparatus used in any communication, security, lighting, traffic aids or other similar system, any pipe used in or for the supply of water, gas, storm water drainage or sewerage together with any duct for such cable or pipe and any apparatus or works ancillary to such cable, apparatus, pipe or duct, whether permanent or temporary and whether provided by CHIAL/AAI or otherwise.

**“Works”** means all the actions to be carried out by the Licensee to complete the Facility including without limitation the design, construction and testing of the Facility and the commissioning of the Facility, in accordance with the terms of this Tender Document.

## 1.2. Interpretation

For the work, except to the extent that the context requires otherwise:

1.2.1 reference to a “judgment” includes any order, injunction, determination, decree or other judicial or arbitral tribunal measure in the Indian jurisdiction which is final and binding;

1.2.2. a reference to a “law” includes common law, the Constitution of India and any decree, judgment, legislation, direction, order, ordinance, regulation, by-law, statute, notification, circular, guideline, rule, statutory, instrument or

other legislative measure, with which CHIAL is required to comply by law (and  
“lawful” and “unlawful” shall be construed accordingly);

1.2.3. Reference in the singular shall include references in the plural and vice versa;

1.2.4. a reference to a “day” means a calendar day;

1.2.5. references to a particular Clause, paragraph, sub-paragraph, Schedule or Attachment shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph or Schedule to this Tender Document;

1.2.6. the headings are inserted for convenience and are to be ignored for the purposes of construction;

1.2.7. any reference to any TENDER DOCUMENT, deed, instrument, Licensee, code or other document of any description shall be construed, at the particular time, as a reference to that TENDER DOCUMENT, deed, instrument, licensee code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;

1.2.8. the words “written” and “in writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;

1.2.9. The words “include” and “including” are to be construed without limitation;

## **2. Term of Contract**

2.1 The Licensee shall have the right to operate the Facility and provide Cargo Services at the Airport for a period of five (05) years from the Commencement Date, which period may be extended for a further period of 05 years as applicable, if the performance, quality and efficiency of the Cargo Services provided by the Licensee are satisfactory and in compliance with the Minimum Standard Levels stipulated in **Contract Agreement**. For extension of contract, the following shall be considered: -

- The extension shall be for 05 years.
- The price preference @ 10% shall be given to the existing Licensee/ O & M agency in case of call of tender for the new contract for O & M after expiry of contract period. Price preference of 10% is an enabling clause by way of which the existing Licensee gets the preference of becoming the successful bidder (H1), if its bid is within the 10% of the H1 bidder. This clause shall be applicable for call of new tender after successful completion of 05 years.

The existing Licensee has to match the bid of H1 bidder. This is first right of refusal, if quoted within 10% of H1 bidder after expiry of initial contract period.

- If O & M agency fails to become the successful bidder in new contract (after Tender), the depreciated cost/ value shall be paid by CHIAL on fixed assets (building etc.) if the fixed assets are created/ built by the Licensee in case of foreclosure of contract any time during the contract period/ extended period. Please refer clause 5 of special terms and conditions on page no.47.

2.2 It is expressly understood by the parties that at the end of the Term, the Facility shall be transferred from the Licensee to CHIAL, whereby CHIAL will acquire all of the Licensee rights, titles and interests in and to the Facility, including the Service Provider Rights without any payment and clear of any Encumbrance and liabilities and the agreement shall accordingly expire upon such transfer. For the purposes of this transfer, reference to the 'Facility' shall be limited to the immoveable fixed assets i.e. building including **fans, AC, CCTV, Tube lights, Fire extinguishers etc. of the Facility**. Upon such expiry of the agreement, the Licensee shall, as soon as reasonably possible, remove from the Airport all personnel of the Licensee, hand over all information in possession or control of the Licensee. The Licensee shall, at all times during the contract, maintain, operate and repair the whole and every part of the Facility in good condition to run business safely and securely to the extent that the Facility is kept in good and substantial repair, condition and operating order and free from inherent defects.

## **SALIENT FEATURES**

### **3.1. Grant of Service Provider Rights**

CHIAL grants to the Licensee, to the full extent that it lies within the power of CHIAL so to grant the following rights subject to and in accordance with the contract.

- 3.1.1. The right to design the Facility as mentioned in the Scope of work. The Licensee shall, and after providing prior written notice to CHIAL, be permitted to make modification to the facilities described in and shall ensure that any such modifications do not result in either then reduction of the cargo handling capacity as currently contemplated or a material change in the general set-up.
- 3.1.2. The right to expand the Facility according to the growth of the cargo volume, subject to the terms and conditions contained herein regarding such expansion.
- 3.1.3 The right to equip, maintain and upgrade the Facility with the latest and appropriate equipment and systems;
- 3.1.4. The right to perform testing, commission and inspection of the Works to ensure completion of the construction of the Facility and synchronize the startup of operations with the Commencement Date.
- 3.1.5. The right to link the Facility with the general Airport system, subject to the approval of the Relevant Authorities and CHIAL.
- 3.1.6. The right to operate, manage and maintain the Facility in accordance with Applicable Law, Good Industry Practice and the terms of the contract.
- 3.1.7. The right the provide the Cargo Service (excluding right for physical handling of cargo between the Facility and the Air Carriers) to the Users, till the end of the Term or early termination of the contract.
- 3.1.8. The right, from the Commencement Date until the expiry of the Term, to occupy and use the Facility Area on a non-exclusive basis and subject to the terms of the contract to have quiet and uninterrupted possession and enjoyment of the Facility Area for the sole purposes of enabling the Licensee to execute the Works and operate the Facility in accordance with its obligations under the contract. The non-exclusive basis means the Licensee shall have no objection in case AAI/CHIAL permits to use another area to other entity for Cargo Operations.

### **3.2. Service Provider Rights Contractual only**

- 3.2.1. The Service Provider Rights are of a contractual nature only and shall not amount to any lease of or other interest in land, or any building or other

structure or facility constructed or to be constructed on, under or cover the Project Site, including, for avoidance of doubt, the Facility Area.

- 3.2.2. For the purpose of enabling the Licensee to enjoy the Service Provider rights, CHIAL shall, during the Term and insofar as may be relevant to the Facility, comply with all terms including the payment of rent and fees (except to the extent that the Licensee is to comply with such terms under the contract for the time being in force).
- 3.2.3. The Licensee agrees and confirms that in exercising the Service Provider Rights and observing and performing its obligations and liabilities hereunder it will be acting as an independent contractor for its own account and will not be acting as or deemed in any respect to be the agent or partner of CHIAL.

#### **4. Insurance**

- 4.1. The Licensee shall affect and maintain, at all times during the term of this TENDER DOCUMENT, at its own cost, insurances set out in and such additional insurances as the Licensee may reasonably consider necessary or prudent in accordance with Good Industry Practice. The LICENSEE shall ensure that each policy taken out shall be increased from time to time to such amounts as would be affected in accordance with Good Industry Practice and as may be reasonably required, taking into account, amongst other things, market availability in respect of risks, liabilities and amounts of insurance. The insurance covering property / theft / fire and damage to third party etc. will be the responsibility of the licensee.
- 4.2. The Licensee shall furnish to CHIAL, copies of such policy certified, insurance policies and evidence that the insurance premium has been paid in respect of such insurance, as may be requested by CHIAL from time to time. The Licensee shall not do or omit to do anything whereby such insurance may be or be cancelled, modified or allowed to expire. It is understood between the parties that if the Licensee shall fail to effect and keep in force all insurances which it is responsible pursuant hereto, CHIAL shall have the option to either keep in force any such insurances and pay such premium and recover the costs thereof from the Licensee.
- 4.3. The Licensee shall indemnify CHIAL from any claim whatsoever may arise from this contract.

#### **5. Additional Facilities required by CHIAL/DGCA/BCAS/ICAO/AI etc.**

The Licensee shall carry out and complete the construction of any additional facilities required by CHIAL to be provided within the Facility Area or in connection with the operation and management of the Facility and notified in writing to the

Licensee, whether by CHIAL/DGCA/BCAS/ICAO/AI or any other relevant Govt. body at any time during the contract. Hence, the licensee shall ensure the completion of any addition facility which is mandatorily required by any Regulator due to security / operational requirements.

## **6. Utility Services**

It is expressly clarified and agreed between the parties that the Licensee shall not obtain any of the Utility Services (Power/ Water etc.) from any other service provider, unless otherwise agreed to in writing by CHIAL as the same shall be provided by CHIAL. Provided however that in the event of temporary disruption of any of the

Utility Services, the Licensee may make alternate provisions till such time that the Utility Service which has been disrupted is restored by CHIAL. The Licensee shall pay charges for the usage of the Utility Service to CHIAL based on the actual costs and volumes used by the liability to the Licensee or any other person, firm or company, should any Utility Service not in fact be supplied or should it fail, be interrupted or be withdrawn. However, the services related to telephone and IT etc. shall be arranged by the Licensee.

## **7. OBLIGATIONS**

### **7.1. CHIAL Obligations**

7.1.1. CHIAL shall, at all times, obtain and maintain all authorizations, consents, approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which are required to be procured by CHIAL in order to comply with its obligations under the contract.

7.1.2. CHIAL shall appoint and notify the Licensee of the appointment of a senior manager responsible for liaison and consultation between Licensee and CHIAL on all matters relating to or arising from the contract.

7.1.3. CHIAL shall, to the extent possible, cooperate with the Licensee in obtaining Approvals for the design, financing, construction, testing and commissioning of the Facility in a timely manner.

### **7.2. LICENSEE's Obligations**

7.2.1. The LICENSEE shall maintain an appropriate debt-equity ratio at all times and shall ensure that it does not commit a default under any agreements and/or arrangements entered into with its lenders for any finances taken pursuant to and/ or for the performance of its obligations under this contract.

7.2.2. The licensee shall pay Minimum Monthly Guarantee (MMG) to be paid by the Licensee for the Cargo Services in accordance with the principles

prescribed in the Tender Document. CHIAL reserves the right to conduct an audit (through the CHIAL Auditors) of the processes and methodology for arriving at the value for MMG.

- 7.2.3. The Licensee shall invest in all structures for expansion / modification / construction & maintenance thereof that may require be constructing and operating for seamless provision of the Cargo Services. The Licensee has to bear the cost for such works and these works cannot be anticipated in advance. There is no such provision to pay to the Licensee on the expenditure for investment made by the Licensee. The bidders are advised to quote considering this expenditure in their quote.
- 7.2.4. The Licensee shall at all times and in all respects, comply with Applicable Laws, guidelines, by-laws, published policies, directions, recommendations and technical memoranda pertaining to the operation and management of the Facility and provision of the Cargo Services, including the Cargo & Ground Handling Regulations, as defined herein.
- 7.2.5. The Licensee shall be responsible and shall procure all environmental permits, consents, exemptions (however called) relating to the protection of the environment, which are required for the operation and management of the Facility and provision of the Cargo Services.
- 7.2.6. The Licensee shall, at all times and in all respects, comply with its obligations under the contract and provide such information and assistance to CHIAL as shall be reasonably required.
- 7.2.7. The Licensee shall carry out environmental impact studies and implementations of any environmental management plan, audits or related activities, Suo- moto and / or as directed by CHIAL.
- 7.2.8. The Licensee shall appoint and notify CHIAL of the appointment of a senior manager responsible for liaison and consultation between the Licensee and CHIAL on all matters arising to or arising from the contract.
- 7.2.9. The Licensee shall be required to obtain all Approvals for the operation and management of the Facility and providing the Cargo Services including procuring relevant Approvals from the Central Board of Excise and Customs/DGCA/BCAS/AAI/ICAO/CHIAL and any relevant Govt. body etc. and shall ensure compliance with such approvals on a timely basis.
- 7.2.10. The Licensee shall at all times, be in compliance with the relevant Applicable Laws concerning the safety and security of the Airport as stipulated from time to time by the Bureau of Civil Aviation Security, Director General of Civil Aviation, Airports Authority of India, AAICLAS and CHIAL and any other Relevant Authority.

7.2.11. The Licensee shall be responsible and liable for the acts and omissions of all its employees, agents or representatives and shall ensure that such employees, agents or representatives, comply, at all times, with the Applicable Laws including relevant regulations relating to cargo handling, safety and security and environmental laws.

7.2.12. The Licensee shall keep proper and regular accounts with bills, vouchers, invoices and all other supporting documents regarding the performance of its obligations herein and particularly, the provision of the Cargo Services and the said accounts and documents shall be open to inspection by CHIAL's Auditors, provided that reasonable notice is given to the Licensee prior to such inspection. CHIAL's Auditors or other persons conducting the inspection and / or audit shall agree in writing not to disclose the information obtained in connection with the inspection and / or audit to their parties, other than as required pursuant to Applicable Law. The Licensee shall provide such further statements of account and other information, in such a manner and within such period as may be directed or required by CHIAL.

7.2.13. The Licensee shall not store gasoline, petrol, oil or any other combustible or hazardous material or any explosive substance at the Project Site nor shall allow entry of any vehicles containing such materials except after obtaining the prior written permission of CHIAL and any such permissions that may be required under Applicable Law and the Licensee shall comply with all directions in that regard as may be prescribed by the Relevant Authorities or by CHIAL, as the case may be.

7.2.14. The Licensee shall provide and maintain necessary fire-fighting and fire protection systems in compliance with fire safety norms and fire safety measures at the Facility and the Facility Area as may be prescribed by Applicable Law.

7.2.15. The Licensee shall, at all times, keep, the Facility and the Facility Area neat and clean and shall not do or suffer anything to be done in or about the Facility and the Facility Area which may tend to cause damage, nuisance, annoyance or inconvenience to any person/ entity at the Airport.

7.2.16. The Licensee shall provide CHIAL, at no cost, all necessary data and cargo information that are required by CHIAL for the overall steering of the airport as well as all data that is necessary for the billing of the different airport charges in the formats and intervals as reasonably required by CHIAL.

7.2.17. From the time of execution of the Agreement the Licensee shall provide CHIAL a quarterly report indicating / documenting the fulfilment of its obligation under the contract.

7.2.18. Notwithstanding anything contained in the Agreement/ Tender Document the Licensee shall co-operate fully and participate completely in case of crisis / emergency situations in the Airport where it is necessary to initiate emergency mechanisms and processes at the Airport. 7.2.19. The Licensee acknowledges that the Cargo Services it provides are critical to the effective functioning of the Airport and therefore, Licensee (subject to the provision of the Utility Services by CHIAL) shall provide the Cargo Services on a 365 x 7 x 24 basis (in case of airports where watch hours are less than 24 hours, the Cargo services shall be provided upto 4 hours after watch hours)without any material interruptions during the Term of the contract. Notwithstanding the foregoing in the event that the Cargo Services are interrupted due to disruption in supply of the Utility Services, the Licensee shall take all steps to ensure that the effect of such disruption is mitigated by making provisions for adequate temporary backup facilities and shall ensure, in all circumstances, that the critical systems at the Facility and the Cargo Services are not disrupted at any time.

7.2.20. If the Licensee, at any time, fails to perform any of its obligations as provided in Clause 7.2 above, or in provisions of the Cargo Services, or carry out any works as referred to in Clause 7.2.3 and such failure shall persist for a period of thirty (30) days after written notice from CHIAL to remedy, then CHIAL may, to the extent that it can, without prejudice to any other of its rights or remedies under the contract or under Applicable law, have the option to take such action as may be needed to correct that failure and the costs of that action (together with all reasonable costs incurred) shall be repayable by the Licensee, without demur or protest, forthwith upon demand in written by CHIAL.

7.2.21 Licensee shall adhere following conditions in reference to CHIAL's Employees

- i. "Select Employees" shall mean those employees of the Authority as set forth in Annexure -8 who are posted in CHIAL RA at SBSI Airport by the Authority. The Select Employees shall stand reduced to the extent of employees who deceased or otherwise separated from Authority's services.
- ii. With the exception of the Select Employees, the Concessionaire shall have no obligations in relation to the existing employees of the Authority serving in connection with the Airport.
- iii. The Concessionaire shall deploy the Select Employee for operations and management of Cargo activities at SBSI Airport, Chandigarh and shall bear the cost as per terms prevailing with CHIAL during the contract Period. The Selected bidder is required to extend minimum all the benefits to Select Employees from time to time in accordance with the relevant service rules as per CHIAL's offer letter /labour laws/ satutory provisions during the prevailing period of contract of select employee with CHIAL.

## **8. ACCESS**

### **8.1. For CHIAL**

8.1.1. CHIAL shall have for itself and its employees and all others authorized by it, the following rights:

- (a) the right of access to the Site for performance of its duties and compliance with its obligations under the contract Agreement and any other Agreement relating to the Airport and for checking or enforcing the performance by the Licensee of its obligations under the contract; and
- (b) the right on reasonable notice (except in case of emergency when no notice shall be required) to perform work (including, without limitation, laying, altering, maintaining, repairing and / or replacing any sewers, pipes, cables and other items) in, under or over the Site. In circumstances where such work will interfere with the execution of the Works such reasonable notice (except in case of emergency) which shall not be less than seven (7) days.

### **8.2. For MoCA/ AAI/ DGCA/ BCAS/ ICAO and other relevant Govt. Body**

MoCA/ AAI/ DGCA/ BCAS/ ICAO/AAI and other relevant Govt. Body shall have for itself and its employees and others authorized by it the right to such access to the Facility Area as may be required in connection with the operation and management of the Facility and / or any facilities required by MoCA/ AAI/ DGCA/ BCAS/ ICAO as the case may be.

## **9. Alteration & Expansion of facility**

9.1. During the Term of the Contract, it shall be the obligation of the Licensee to ensure that the demand for Cargo Services is met at all times and the Licensee shall, taking into account and subject to increased demand and the reasonable requirements relating to Cargo Service at the Airport, develop and implement detailed proposals for the expansion of the Facility.

9.2. The Licensee shall be responsible for and carry out any economically viable alteration/ expansion to the Facility which is required due to an increase in cargo volumes, the reasonable requirements of the Users and the cargo market dynamics at any time during the Terms of the contract. It is clarified that CHIAL shall have the sole discretion of taking decisions regarding any structural or other alteration/ expansion including but not limited to issues relating to the costs and time frames for such alteration / expansion which shall be finalized subject to CHIAL's prior written approval, which shall not be unreasonably withheld. Further, the prospective bidder

is advised to study the current market scenario and the potential of business growth in future since the same is dynamic in nature and cannot be ascertained exactly at present.

- 9.3. For avoidance of doubt, any minor expansions and alterations shall be carried out by the Licensee as a part of its obligations under the contract. The Licensee shall, at all times during the Term, maintain, operate and repair the whole and every part of the Facility, to the extent that the Facility is kept in good and substantial repair, condition and operating order and free from inherent defects. Any major work shall not be carried out until CHIAL has been notified about the major work prior to it being carried out. Upon such notification the Licensee shall abide by the instructions of CHIAL, if any.
- 9.4. The LICENSEE shall, at all times, and particularly during any construction maintenance, repair or replacement work or maintaining any permitted connection take or cause to be taken all reasonable care to avoid doing any damage to any storm water drain, sewer pipe, cable or other service medium, any waterway or water course, footpath or any other work or installation belonging to CHIAL/ AAI, Airport Contractor or any third party being or running upon, over, under, adjoining or adjacent to the Facility, the Facility Area or any part of it.

## **10. Confidentiality**

- 10.1. Both parties acknowledges that any and all information, including any commercial and technical information and data provided by one to the other shall be considered to be confidential and the party receiving such information and data shall not, at any time, directly or indirectly disclose such information and data to any person firm or use the same in any manner other than in connection with the pursuit of the contract without the prior consent of the other party. Neither the Licensee nor CHIAL shall, unless otherwise agreed (which Agreement may be on such general or specific terms as the parties may determine) disclose to any third party any information which is the property of the other party to the contract or which otherwise relates to its business, secrets, dealings, transactions or affairs or which relates in any way to either of the parties unless, and to the extent that, such disclosure:
  - 10.1.1. is reasonably required for the exercise or performance by either party of its rights or obligations under this TENDER DOCUMENT; or
  - 10.1.2. is required pursuant to any relevant statutory or regulatory requirements or duties or any requirement of Applicable Law including any relevant Applicable Laws.
  - 10.1.3. Related to Information which is already in the public domain, other than as result of breach of this Clause 8 by the party seeking to make such disclosure Provided that, in the case of any disclosure in accordance with

Clauses 10.1.1. or 10.1.2, the party disclosing such information shall, so far as reasonably practicable, impose on the third party receiving such information such obligations as may be appropriate to maintain its confidentiality.

10.2. The Licensee shall not make any public announcement or disclosure in respect of the subject matter of the contract or any of the transactions contemplated herein without the prior written approval of CHIAL (save as may be required by law or any regulatory authority in which event the scope of the announcement will be limited to the matters required to be disclosed and the Licensee will consult with CHIAL on the terms and timing of such announcement).

## 11. Payments to CHIAL

### 11.1. Security Deposit

11.1.1 In order to ensure timely payments of the MMG payable by the Licensee to CHIAL and due performance of its obligations under the contract the Licensee shall pay CHIAL an interest free Security Deposit which shall be an amount equivalent to **06 (Six) months quoted MMG** applicable during the first year of license. The Security Deposit shall be furnished by the licensee in the form of Bank Guarantee payable at New Delhi only to issue by a Scheduled Bank having a validity period of 180 days from the date of expiry of contract. It is also mentioned that Bank Guarantee from Cooperative Bank (even scheduled) or in the form of FDR is not acceptable.

11.1.2. The interest free Security Deposit shall be credited to the account of CHIAL within thirty (30) days from the execution of the Agreement.

11.1.3. The interest free Security Deposit shall be refunded to the Licensee one hundred and eighty (180) days after the expiration or early termination of the contract as the case may be, subject to full and final settlement of any liabilities, claims or penalties that may be pending against the Licensee.

11.1.4 The Authority presently owns some of the equipment/ machine deployed at its Cargo. Details of such equipment (type, number,) has been provided in Annexure-7 ("CHIAL Equipment"). The Selected Bidder shall be required to take over these Equipment on 'as is' basis from CHIAL in accordance with the terms and conditions by paying an amount as mentioned in Schedule III. This amount is required to be paid within 90 days of signing of Agreement. The said amount is one time payable which is over and above the MRLF quoted by the selected bidder.

## **12. Limited Exclusivity**

12.1. The Licensee recognizes and acknowledges that CHIAL shall grant similar service provider rights to the second Licensee (if applicable) and will be entering into an Agreement with the second Licensee with the aim of sharing the work of operation and management between the to achieve efficiency and quality in the provisions of the cargo services.

## **13. STATE AND CONDITION**

CHIAL shall bear no responsibility or liability to the Licensee, for the state or condition of the Facility or the Facility Area or any other part of the Airport, arising from any cause whatsoever, natural or otherwise. The Licensee shall gather and be responsible for all information necessary for it to perform the Works in accordance with the contract, including but not limited to information regarding the character of

the Work, the Facility Area, Project Site, local conditions and facilities, and all other relevant matters. The Licensee shall ensure that it has taken into consideration all the information provided by CHIAL during the tender process and shall take full responsibility regarding the same. Without prejudice to the foregoing. CHIAL represents that as on the handover date there is no permanent man-made structure on and/ or unauthorized occupants in the Facility Area.

## **14. VARIATION OF MEANS OF ACCESS**

CHIAL may at any time, in good faith in the interests of the Airport as a whole, or as may be directed by DGCA/BCAS/AAI/ICAO/ etc. vary any means of access to or egress from the Facility and/ or the Facility Area. If CHIAL wishes to make such a variation it shall inform the Licensee by reasonable notice in writing and that variation shall come into effect on the date specified in the notice.

## **15. LICENSEE COMPLIANCE REQUIREMENTS**

15.1. The Licensee shall provide the Cargo Services (i) in an efficient, prudent and economical manner with the objective of keeping the Cargo Handling Fees to a minimum consistent with the standard of service required in accordance with Good Industry Practice and Applicable Law and (ii) in a manner that will promote the safe, economical and efficient movement of air traffic at the Airport and not hinder the safe, economical and efficient movement aircraft, passengers and cargo. For avoidance of doubt, the Licensee shall ensure that the operation of the Facility and provision of the Cargo Service meet the applicable IATA/ ICAO/ DGCA/ BCAS/ AAI/ CHIAL etc. requirements and standards at all times, unless the quality

standards and procedures followed by the Licensee are more stringent than those prescribed by the IATA/ ICAO/ DGCA/ BCAS/ AAI/ CHIAL etc. requirements.

- 15.2. The Licensee shall ensure compliance with the Minimum Quality Standards prescribed by CHIAL as detailed in **Contract Agreement** hereto (“**Minimum Quality Standards**”) CHIAL shall have the right, to reasonably amend the requirement of the Minimum Quality Standards from time to time and the Licensee shall ensure compliance with such amended Minimum Quality Standards as directed by CHIAL. Hence, the bidders are advised to go through the requirements for acceptance by the Regulators in this regard on their own.
- 15.3. The Licensee shall organize the Facility Area during the period of construction with regard to safety precautions, fire protection, security, transportation, delivery of goods materials, plan and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general Facility Area services including without limitation, access to and on the Facility Area, allocation of space for contractors and sub-contractors offices and compounds and the restriction of access to the Facility Area to authorized persons only.
- 15.4. The Licensee shall ensure that the Works will comprise only materials and goods which are of sound and merchantable quality and which are manufactured and prepared in accordance with Applicable Law and that all workmanship shall be in accordance with Applicable Law and with Good Industry Practice applicable at the time of construction and/ or installation.
- 15.5. The Licensee shall ensure that it procures and maintains all necessary authorization, consents; approvals, permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be granted by, or any registration or filling with any authority under Applicable Law for or in respect of this Agreement including for performance of any obligation or exercise of any right by a party herein.
- 15.6. The Licensee undertakes herein that it will comply with all requirements, instruction or directions (however called) given to the Licensee by CHIAL from time to time arising from the direction given to or requirement imposed on CHIAL or any other agreement relating to the Airport or which in CHIAL’s opinion, are necessitated for the overall functioning and operation of the Airport.
- 15.7. The Licensee shall, and shall ensure that its employees, contractors, subcontractors, consultants, agents, suppliers, visitors and invites, and their respective employees shall, at all times whilst they are at or in the vicinity of the Airport (i) comply in all respects with Applicable law including all applicable requirements of provisions of or arising from any aviation or airport security legislation or international civil aviation obligations as may exist (in whatever form and by whatever name known) from time to time; and (ii) act for the sole purpose

of exercising the Service Provider Rights and performing and observing the Licensee's obligations and liabilities under this Agreement, or reasonably ancillary to those purposes.

- 15.8. The Licensee shall provide, engage and employ and shall be solely responsible for all such experienced and competent personnel as may be necessary for providing the cargo services and otherwise for the proper observance and performance of all of its obligations and liabilities hereunder. The CHIAL shall, in no event, be held liable for any claims of the employees and/or personnel of the Licensee at any time.
- 15.9. The Licensee acknowledges that in order to provide the Cargo Services to the Users, it is essential to execute an agreement between the Licensee and the Air Carrier. In the event that such an agreement has not been executed between a User and the Licensee, CHIAL may instruct the Licensee to enter into such agreement on terms and conditions as reasonably appropriate and Licensee shall complain with any such directions of CHIAL.
- 15.10. The Licensee acknowledges that it is essential that it co-operates fully and in every reasonable way with CHIAL, Airport Contractors and all other entities providing services at the Airport, including the police and customs authorities, the fire services, the air traffic control, emergency services (collectively referred to as the "**Airport Operation Entities**") to ensure that the Airport Functions seamlessly and without impacting its operational efficiency. The Licensee undertakes to provide such cooperation to the Airport Operation Entities as it is necessary to ensure optimal efficiency of the Airport and shall comply with all reasonable requests and directions of CHIAL in this regard.

## **16. SUSPENSION**

- 16.1. CHIAL may at any time instruct the Licensee to suspend progress of part or all of the Works. During the suspension, the Licensee shall protect, store and secure such part or the Works against any deterioration, loss or damage. CHIAL shall notify the cause for the suspension and, if possible, its foreseeable duration. The parties shall then decide by mutual agreement whether the Licensee should demobilize and vacate the Facility Area in order to mitigate the costs arising as a result of such suspension. Should such suspension require the Licensee to expand substantial time and costs that may have an impact on the Construction Schedule, CHIAL shall, if so requested by the Licensee, discuss the effect of such suspension with Licensee and the decision of CHIAL shall be final and binding on the Licensee in this regard.
- 16.2. If suspension under clause 16.1 has continued for more than thirty (30) consecutive days in the aggregate within a period of three (3) months affects the whole of the Works, the Licensee may give notice to terminate this Agreement forthwith. Upon

such termination, the Facility shall be transferred from the Licensee to CHIAL and the parties shall within three (3) months from the date of such notice of termination, by mutual consent, determine reasonable direct costs incurred by the Licensee is due to premature domination of this Agreement which shall be paid to the Licensee by CHIAL within one (1) month of such determination.

## **17. ASSIGNMENT**

### **17.1. By LICENSEE**

The Licensee shall not without the prior written consent of CHIAL:

- a) Assign, transfer, mortgages, charge, sub-let, deal with, sub-contract, sublicense or otherwise grants rights in or over all or any of the Service Provider Rights, or all or any of its obligations or liabilities under the contract.; or
- b) Cause or permit any person, firm or company (other than any applicable department of the DGCA/BCAS/AAI/ICAO/ or any other relevant Govt. body at any time to use (except for the purpose of its constitution) the whole or any part of the Facility Area or exercise any of the Service Provider Rights;

Provided that the Licensee may assign its right to any payment hereunder by the way of security for its obligations in relation directly or indirectly to any Borrowing without the prior written consent of CHIAL.

### **17.2. By CHIAL**

Without thereby implying in any otherwise assigning, transferring, dealing with or granting rights in all over all or any of its rights or obligations under this Agreement, it is expressly recognized that, without requiring the consent of the Licensee:

- a) CHIAL may assign the benefit of or create any other Encumbrance upon all or any of its rights hereunder by way of security for its obligations in relation directly or indirectly to any Borrowings provided that no such Encumbrance shall affect the rights of the Licensee to receive or recover the amount due to its hereunder, and
- b) CHIAL may assign and transfer all or any of its rights and obligations under this Agreement to any third party, subject to CHIAL guaranteeing to procure full and complete observance and performance of all such obligations by that third party.

### **17.3 Acknowledgement**

The Licensee shall, if so required by CHIAL;

- (a) Deliver to CHIAL, in such form (including such, undertakings on the part of the Licensee consistent with the terms of the contract) as CHIAL may require, a written acknowledgement of any assignment, transfer, dealing with or grant of rights in or over all or any of CHIAL's rights or obligations of which notice is given to the Licensee and/or.
- (b) Following as assignment of CHIAL's rights under Clause 15.5 enter into an agreement in such form as CHIAL may require under which the assignee assumes CHIAL's obligation under this Agreement.

## **18. INDEMNITY**

### **18.1. The Licensee shall indemnify CHIAL against:**

- (a) liability in connection with the death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default in the execution of the Works by the Licensee or its subcontractors, contractors and agents; and
- (b) loss and expense incurred by CHIAL in respect of delay and/ or disruption to the Airport Contractor to the extent arising from breach by the Licensee of its obligations under the contract; provided that the scope of such indemnity shall be reduced proportionately to the extent that the act or default of CHIAL or the Airport Contractor or their respective officers, employees, agents or sub-contractors of any tier caused or contributed to the death, illness, injury, loss, damage or expense. Hence, the consequential losses will be borne by the licensee, if found accountable.

### **18.2. CHIAL shall indemnify the Licensee against liability in connection with the death or illness of or injury to any person and the loss of or damages to any property arising out of or in connection with any act or default by CHIAL provided that the scope of such indemnity shall be reduced proportionately to the extent that the act or default of the Licensee or its contractors or their respective officers, employees, agents or sub-contractors caused or contributed to the death, illness, injury, loss or damage.**

## **19. CO-ORDINATION CELL**

CHIAL may at any time after the date of execution of the Agreement establish a Co-ordination cell which shall exercise certain management powers delegated to it by CHIAL to monitor and control, after the Commencement Date the activities of the Licensee pursuant to the Agreement and of the other service providers at the airport.

## **20. MONITORING AND CONTROL**

20.1.1. Upon request with reasonable notice and at any time during normal office hours, the

Licensee shall promptly give CHIAL and its agents, including any CHIAL's Auditors, full and free access to the originals of and/or as requested, copies of all search information as CHIAL may reasonably require in order to enable to assist CHIAL to:

20.1.2. Verify or Enforce compliance by the Licensee with its obligation under the contract;

20.1.3. Perform its obligation under the contract;

20.1.4. Comply with any reasonable requirements of third parties providing borrowings to CHIAL;

20.1.5. Apply for any approvals, consents or clearances or make any submissions or notifications arising out of the contract.

20.1.6. The Licensee shall, provide CHIAL monthly progress reports on the compliance for the Operation and Management including providing CHIAL the necessary details on any deviations therefrom. Without prejudice to the foregoing, upon request the Licensee shall give CHIAL and / or its representatives, including CHIAL's Auditors, free and full access to the originals and / or copies of the Information relating to the Operation and Management.

20.1.7. The Licensee shall prepare and make available to CHIAL in legible hard copy form, audited annual statutory accounts as soon as practicable, not being more than ninety (90) days after completion of the period to which it relates.

20.1.8. The Licensee shall give prior notice to CHIAL of any proposed transfer of any shares of the Licensee if the transferee of the shares is engaged, whether directly or indirectly, in the same or similar business of CHIAL or the Licensee.

## **21. TERMINATION CONSEQUENT TO LICENSEE'S DEFAULT**

### **21.1. LICENSEE's Default Events**

CHIAL may terminate the contract in any of the following circumstances:

21.1.1. The Licensee repeatedly delays in making payments to CHIAL on the relevant due dates;

21.1.2. The Licensee is in material breach of any of the terms and conditions of the contract.

21.1.3. If any material representation or warranty given by the Licensee under this contract is incorrect.

21.1.4 The Licensee is repeatedly unable to provide and maintain the required Minimum Quality Standards; or

21.1.5 An order is made or resolution is passed for the liquidation, bankruptcy or dissolution of Licensee which is not, if capable of being so, discharged or, as the case may be, revoked within sixty (60 days) thereafter.

## **21.2. Notice**

CHIAL shall not enforce its rights to terminate the contract in the circumstances described to Clause 21.1.1, 21.1.2, 21.1.3, 21.1.4 or 21.1.5. unless and until;

21.2.1 CHIAL serves on the Licensee notice specifying the breach complained of and requiring the Licensee to remedy it (if capable of remedy); and

21.2.2 Licensee fails to remedy the breach (if capable of remedy) within thirty (3) days after notice from CHIAL so to do. The requirement of providing a notice this Clause 21.2.2 shall be limited to such circumstances which are capable of being remedied. If there is a breach which, in the opinion of CHIAL, is not capable of being remedied, CHIAL shall not be required to comply with this Clause 21.2.2 and shall have the right to terminate this Agreement forthwith.

## **21.3. Transfer of Facility prior to Commencement Date**

Upon the occurrence of a Licensee Default Event under Clause 21.1. prior to the Commencement Date, CHIAL or its nominee shall have the right, but not the obligation, to purchase the Facility from the Licensee at a price, which shall be sixty percent (60%) of the value **or Book value whichever is lower** of the Facility as determined by an independent consultant appointed in accordance with Clause 21.4.3. The Licensee shall execute any documents and provide CHIAL or its nominee with any such assistance as may be required to effectuate a transfer of the Facility pursuant to this Clause 21.3. any additional costs resulting from such termination including (i) any costs relating to the transfer of the Facility from the Licensee to CHIAL; (ii) costs incurred for identifying a replacement service provider right holder, (iii) any obligations of the Licensee and (iv) any additional expenses incurred by CHIAL arising out of the termination of the termination of this Agreement that may become pursuant to such transfer shall be borne by the Licensee, including such Taxes that may become payable by CHIAL.

## **21.4. Transfer of Facility after Commencement Date**

21.4.1 In the event of the occurrence of a Licensee default Event under Clause 21.1.2. to 21.1.5., after the Commencement Date, CHIAL shall have the right but not the obligation to purchase the Facility from the Licensee at a price which shall be 75% percent of the value of the Facility as determined by an independent consultant appointed in accordance with Clause 21.4.3. The Licensee shall

execute any documents and provide CHIAL or its nominee with any such assistance as may be required to effectuate a transfer of the Facility pursuant to this Clause 21.4. Any additional costs resulting from such termination (i) any costs relating to the transfer of the Facility from the Licensee to CHIAL; (ii) costs incurred for identifying a replacement service provider right holder, (iii) any obligations of the Licensee and (iv) any additional expenses incurred by CHIAL arising out of the termination of the contract that may become payable pursuant to such transfer shall be borne by the Licensee including such Taxes that may become payable by CHIAL.

21.4.1. In the event of the occurrence of a Licensee default Event under Clause 21.1.5 after the Commencement Date, the Facility shall be transferred to CHIAL at no cost.

21.4.2. For the purposes of Clause 21.3. and Clause 21.4.1. Reference to the term 'Facility' shall be limited to the immoveable and fixed assets of the Facility.

21.4.3. For the appointment of the independent consultant referred to in Clause 21.3.

and Clause 21.4.1 the Licensee shall be entitled to choose the independent consultant from amongst three (3) names proposed by CHIAL. The independent consultant proposed by CHIAL shall be of international repute with reasonable knowledge and expertise in the business of general aviation cargo handling. The renunciation, costs and expenses relating to the appointment of such an independent consultant shall be borne by the Licensee. The parties shall not dispute the valuation of the Facility arrived at by the independent consultant for the purposes of this Clause 19 and the same shall be final and binding on the parties hereto. The price payable for the Facility pursuant to Clause 21.4.1. shall be paid to the Licensee by CHIAL within three (i) month of the determination of the valuation of the Facility by the independent consultant.

## **22. TERMINATION CONSEQUENT TO CHIAL'S DEFAULT**

### **22.1 Right to Terminate**

If there is a material breach by CHIAL of any of the terms and conditions of this tender document the Licensee may terminate the contract/ agreement.

### **22.2 Notice**

The Licensee shall not enforce its right to terminate the contract under clause 22.1 unless and until:

- 22.2.1 the Licensee serves on CHIAL notice specifying the breach complained of and requiring CHIAL to remedy it (if capable of remedy); and
- 22.2.2 CHIAL fails to remedy the breach (if capable of remedy) within sixty (60) days after notice from the Licensee so to do (or, where that is not possible, to commence to remedy the same within such period and therefore to proceed diligently and in good faith to complete such remedy)

### **22.3 Consequences of CHIAL'S default**

In the event of Licensee exercising its right of termination pursuant to clause 22.1, CHIAL shall be obliged to purchase the facility from the Licensee at the full value of the facility from the Licensee at the full value of the facility as determined by an independent consultant. The Licensee shall execute any documents and provide CHIAL or its nominee with any such assistance as may be required to effectuate a transfer of the facility pursuant of this clause 22.3 any additional costs resulting from such termination shall be borne by the parties respectively.

- 22.4 for the purpose of the clause 22.3, reference of the term 'facility' shall be limited to the immoveable an fixed assets of the facility.
- 22.5 for the appoint of the independent Arbitrator referred to in the clause 22.3, the Licensee shall be entitled to choose the independent arbitrator from amongst three (3) names proposed by CHIAL the independent arbitrators proposed by CHIAL shall be of international repute with reasonable knowledge and expertise in the business of general aviation cargo handling. The parties shall not be dispute the valuation of the facility arrived at by the independent arbitrator for the purposes of this Clause 22 and the same shall be finals and binding on the parties hereto. The price payable for the facility pursuant to Clause 22.3 shall be paid to the Licensee by CHIAL within one (1) month of the determination of the valuation of the Facility by the independent arbitrator.

## **23. FORCE MAJEURE**

- 23.1 **This provision shall apply if the performance by either party ("Affected Party") of its obligations under the contract is prevented, hindered or delayed in whole or in part by reason of Force Majeure.**
- 23.2 Provided that it complies with Clause 23.3, neither party shall be liable for any failure to comply, or delay in complying with any obligation under to the 3 extent that the performance by either the party of its obligations under this contract is prevented, hindered, impeded or delayed in whole or in part by reason of Force Majeure and in particular, but without limitation, the time allowed for the performance of any

such obligations (including, without limitation, achieving the Commencement Date) shall be extended accordingly.

- 23.3 As soon as reasonably practicable, but not more than twenty four (24) hours following the date of commencement of any event of Force Majeure, if either party desires to invoke such an event of force majeure as a cause for delay or failure in the performance of any obligation hereunder, it shall notify the other party in writing of such date and the nature and expected duration of such event of force majeure. Within a reasonable time following the issuance of such notice of such event of force majeure, a party having invoked such event of force majeure as a cause for such delay shall submit to the other party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for the performance.
- 23.4. The Affected party shall take all the responsible steps to prevent reduction to a minimum and mitigate. The effect of the event of Force majeure.
- 23.5. Notwithstanding the foregoing, Licensee recognizes that if after the commencement date, the operation of the Facility has substantially ceased for more than three (3) hours without the prior written consent of CHIAL, at the request of either party, the Licensee will meet with CHIAL to discuss and agree a plan to procure that operation of the facility recommences as soon as practicable. If the Licensee and CHIAL are unable to agree a plan within three (3) hours of the expiry of the period referred to above, CHIAL shall be entitled to operate the Facility until such time as the Licensee is able to resume operation of the Facility. Any costs and/or expenses borne by CHIAL for the operation of the Facility pursuant to this Clause 23.5 shall be to the account of the Licensee.
- 23.6. Any event of Force Majeure continuous beyond a period of six (6) months CHIAL shall have the right, but not the obligation to terminate the contract forthwith. Upon such termination, the Facility shall be transferred from the Licensee to CHIAL and the parties shall, by mutual consent, determine reasonable direct costs incurred by the Licensee due to premature termination of the contract. CHIAL shall be liable to pay such costs to the Licensee within ninety (90) days of the termination. The Licensee acknowledges that compensation provided for herein is the sole and exclusive remedy available to the Licensee for termination of the contract hereunder.
- 23.7. Notwithstanding the foregoing in the event that a force majeure affects the operation of the entire Airport and/or the Cargo Terminal, (including all the facilities at the Airport) and continuous for a period of seven (7) consecutive days, the Minimum annual guaranteed turnover fee payable by the Licensee to CHIAL shall stand reduced on a pro-rata basis, for such period as the Force majeure continues to affect the operation of the entire Airport and/or the Caro Terminal ( including all the facilities at the airport).

## **24. CONSEQUENCES OF TERMINATION**

### **24.1 Accrued Rights and Continued Effects**

Termination for any reason of the contract shall be without prejudice to:

- 24.1.1 Any rights or obligations which may have accrued hereunder prior to the date thereof including without limitation any rights to compensation or damages which may have arisen and from any failure to pay observe or perform which gave rise to a right to terminate under Clause 21.1 or 22.1 which was exercised; and
- 24.1.2 The continued effect and operation of any terms of the contract which contemplate post-expiry on the post-termination operation.

### **24.2. Handing Over**

Upon early termination for any reason of the contract the Licensee shall at its own cost an expense and without any payment from CHIAL except as may be otherwise provided in the contract.

- 24.2.1 As soon as reasonably possible fees execution of the works and exercise of the Service Provider rights generally except to the extent of any action needed in order to enable compliance with this clause 24.2;
- 24.2.2 as soon as reasonably possible, vacate and handover the facility and the facility area to CHIAL in an as is where condition as on the date of termination of the contract.
- 24.2.3 As soon as reasonably Possible, remove from the Facility Area and/or the Airport all loose plants, used equipment, vehicles and other equipment, furnishings, furniture, stocks and other items of whatever nature, previously used or to be used by the Licensee in relation to the execution of the works Operation and Management. If in breach of this clause; any of such items has/have not been removed from the airport with in thirty (30) days after termination for any reason of the contract be CHIAL may (without prejudice to any other rights or remedies to which it may be entitled) itself remove or arrange for the removal, from the facility area and/or the airport of any such items or items not removed and disposed of the same as it may its sole discretion think fit without any liability to count to the Licensee for any proceeds of such disposal;
- 24.2.4 As soon as reasonably possible (except to the extent necessary in order to enable compliance with this clause 24.2.4) remove from the Airport all personnel previously Employed in the execution of the works and/or the observance and performance of its obligations and the abilities hereunder;

24.2.5 As soon as reasonably possible, hand over to be CHIAL all Information in its possession or control including such information insofar as it related to the execution of the Works operation and management including all immovable, movable and intangible property/ intellectual property), save to the extent that the Licensee is required by law to retain such information in which event it shall hand over copies to be CHIAL;

24.2.6 As soon as reasonably possible, disclose to CHIAL in writing full particulars of all continuing contracts of any description with third-party relating to the maintenance, operation and management, of the Facility and upon request in writing from CHIAL with thirty (30) days after any such Disclosure, assign and transfer to CHIAL (or as it may direct) the benefit to the maximum extent that the Licensee is able to assign, novate and/or transfer the same of any such contract (including for the avoidance of doubt insurance contract, guarantees and warranties) in consideration of CHIAL's assumption of the obligations under or pursuant to such contracts, CHIAL may specify in that request. CHIAL shall have the right conduct a due diligence of the contracts and agreement, the right and obligations of contracts of which it is assuming and shall not be bound to assume the rights and obligations of the contract that, in the sole opinion CHIAL are unreasonably onerous. In order to facilitate any such assignment and transfer which may become relevant the Licensee shall not restrict or remove by seeking, and shall endeavour not to the restrict or remove by agreeing to the insertion in any third-party contract of any term imposing any restrictions upon or removing the Licensee freedom so to assign and transfer. Notwithstanding anything removing contained in the clause 24.2.6 no liability (accrued or contingent) of the Licensee or relating to the facility arising the account of actions or inactions prior to the transfer date shall be as assumed or transferred to be CHIAL. CHIAL or its nominees shall only be liable for liabilities in relation to the Airport arising subsequent to the transfer date.

### **24.3 Further Assurance**

following early termination for any reason of the contract, the Licensee Shall at its own cost and expense from promptly execute all such deeds and documents and do all such matter, acts and things as CHIAL may from time to time request in order to give full effect to an secure for CHIAL, the full benefit of any term of clause 24.2 and of any warranties from third parties procured in accordance herewith.

### **24.4 Liability for Consequential Loss**

Notwithstanding anything to the contrary contained in the contract in no event shall any party it's officers employees or agents be liable to any other party (on the basis of bridge of contract identity warranty or taught including negligence and strict or

absolute liability or breach of statutory duty or otherwise) for any matter arising out of all in connection with the contract in respect of any consequential loss affected by such other party each party undertakes not to show any other party, in officers, employees, agents in respect of such consequential loss.

For the purposes of this provision "**Consequential Loss**" means any indirect or consequential loss (including loss of production loss of profit loss of revenue loss of contract loss of goodwill liability under other agreement or liability to third parties) preserving from such bridge and whether or not the party committing the bridge new or what to have noon that such indirect or consequential loss would be likely to be suffered as a result of such bridge and includes the payment or repayments of any amount (or any acceleration thereof) to lenders or creditors of the aggrieved party from time to time but excludes death or personal enquiry resulting from the negligence of the party liable, its officers, employees or agents.

## **25. REPRESENTATIONS & WARRANTIES**

### **25.1 Of the CHIAL**

CHIAL represents and warrants to the Licensee that as of the date of execution of the contract.

25.1.1 it has the power and authority and has taken all actions necessary to validly execute and deliver the contract.;

25.1.2 it's obligations under the contract will be legally valid and binding and enforceable against it

25.1.3 it is subject to the laws of India;

25.1.4 the execution, delivery and performance of the contract will not conflict with, result in the breach of, or constitute a default under, or accelerate performance required under the terms of any covenant, agreement, understanding, degree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in violation of applicable law;

25.1.5 It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect on its ability to perform its obligations under the contract; and

25.1.6.it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal

liabilities which, in the aggregate, has or many have a material adverse effect on its ability to perform, its obligations under the contract.

## **26.2 Of the LICENSEE**

The Licensee represents and the warrants to CHIAL that as of the date of execution of the contract:

- 26.2.1 it has the power the authority and has taken all actions necessary to validly execute and deliver the contract;
- 26.2.2 its obligations under the contract will be legally valid and biding and enforceable against it;
- 26.2.3 it is subject to the laws of India;
- 26.2.4 the execution, delivery a performance of the contract will not conflict with result in the breach of, or constitute a default under, or accelerate performance required under the terms of any court or any of its properties or assets is bound or affected and does not result in a violation of applicable law;
- 26.2.5 it has no knowledge of any violation or default with respect to any order, writ , injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law in which may result in any material adverse effect on its ability to perform its obligations under the contract;
- 26.2.6 it has complied with applicable law in all material respects and has not been subjects to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in a aggregate has or many have material adverse effect on its to perform its obligation under the contract;
  
- 26.2.7 it is a public company limited by shares incorporated under the laws of India and has been properly constituted and its continuous existence since incorporation;
- 26.2.8 there are no actions, suits, proceedings, or investigation pending or, to its knowledge threatened against its law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of the contract or which individually or agrees may result in any material impairment of its ability to perform its obligations under the contract;

26.2.9 No sums, in cash kind, have been paid to, or accepted by, any person or will be paid to or accepted by, any person or on its behalf by way fees, commission or otherwise to induce CHIAL to enter into the contract.

26.2.10 It is able to pay its debts as they fall due or otherwise is solvent as per applicable law, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed over the whole or any resolution for otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing under the laws of India or any other applicable jurisdiction;

26.2.11. No shareholder of the Licensee is a shareholder in the competing Licensee or has any interests there in whether direct or indirect;

23.2.12 The Licensee is not breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other, finical facilities to the Licensee;

26.2.13 All taxes due any payable by the Licensee have been timely and correctly filed. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Licensee.

For what the avoidance of doubt, any representatives and warranties made by SATS in the clause 23.2 which relate to the jurisdiction in which it has been incorporated, shall be deemed to be made and constructed in the context of the laws of Singapore.

## **27. SETTLEMENT OF DISPUTES**

### **27.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **27.2 Dispute resolution**

#### **27.2.1 Dispute Resolution Clause**

All disputes or differences 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) thereof shall be dealt with as provided hereinafter:

- (i) **Through Mediation:** 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 AAI/CHIAL Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

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 sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

(ii) **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above,

the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

- a. When the amount involved is above 25 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. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Competent Authority, CHIAL, after obtaining consent of the other party.

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.

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

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.

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.

2. For the purpose of the above 'Initial Statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal under Clause 9.2.1 ii (a) & (b) of the Dispute Resolution Clause.
3. For disputes arising out of existing agreements pending before DRC/DRB or Arbitration Tribunals or the Courts, either of the party may come forward and explore the possibilities of Mediation as per AAI/CHIAL Mediation Policy by submitting request as per format attached.
4. AAI has empanelled new Arbitrators and also Mediators. The list is available on

AAI website Homepage under 'Important Links Section'. Link for receiving Requests for Mediation is also available under the same section on AAI website. The same list is applicable for CHIAL also.

5. Dispute Resolution Mechanism shall be dealt with AAI Mediation Policy 2022 which is available at AAI website.

**Format Consent Letter  
Dispute Resolution Clause**

The CEO  
CHIAL  
Shaheed Bhagat Singh International Airport  
Chandigarh-140306

SUB: Request for appointment of arbitrator for \_\_\_\_\_

.....

Sir/Madam,

1. We state that \_\_\_\_\_ (contractor/agency) was awarded \_\_\_\_\_ Airport / \_\_\_\_\_ work/ concession of (other location) of CHIAL 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 AAI/AAICLAS/CHIAL Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:
  - (i)
  - (ii)
  - (iii)
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 AAICLAS/CHIAL and as per proviso to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the CEO-CHIAL to appoint arbitrator from CHIAL/AAI's panel of arbitrators.
6. I/ We also give my/ our consent for appointing any of an arbitrator from AAI's approved panel of arbitrators, as per paragraph-5 above. Thanking you,

(\_\_\_\_\_)

Authorized signatory of

## **28. SUBCONTRACTING**

- 28.1. The Licensee shall not subcontract its liabilities, obligations and responsibilities under the contract and/or any part of any additional works/enhancement/ additions/ alteration, without the prior consent in written of CHIAL in such subcontractor is not a wholly owned subsidiary of the Licensee.
- 28.2 Where the Licensee sub-contracts its liabilities, obligations and responsibilities pursuant to clause 28.1 and clause 28.2, the Licensee shall ensure that the subcontract includes all provisions necessary so that the Licensee may fulfil all its liabilities, obligations and responsibilities under the contract.
- 28.3 Any sub-contracting permitted under this clause 25 shall not relieve the Licensee from any of its liabilities, obligations and responsibilities hereunder. The Licensee shall perform all the liabilities, obligations and responsibilities under the contract and shall remain primarily responsible and liable for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if there were the acts, defaults or neglects of the Licensee.
- 28.4. CHIAL shall have the right to request the Licensee to terminate the subcontracting agreement with the subcontractor if the subcontractor does not comply with the terms and conditions of the sub-contracting Agreement or the terms and conditions in this Agreement to the extent relevant to the subcontractor or its services in any manner affect the operational efficiency of the Airport and the Licensee shall comply with such request within a reasonable period of time. Pursuant to removal of the subcontractor, the Licensee will appoint an alternative subcontractor without any costs to CHIAL and without affecting the operational efficiency of the Airport during the transition of the services.

## **29. GENERAL**

### **29.1. Mode of Payment**

- 29.1.1 Each payment to be made under the contract, including any taxes thereon where such tax has to be become by the payer, shall be made in rupees without set off or counterclaim and free and clear of without any deduction or withholding of any kind whatsoever, unless otherwise expressly provided under the contract. The payment shall be made monthly in advance at the beginning of each month up to 10<sup>th</sup> day of the quoted Annual Amount for the respective year.
- 29.1.2 Each such payment to be made to CHIAL shall be made by Demand Draft/ Wire/ Electronic Transfer to the account notified by CHIAL in writing or such that other account an or bank or bank office as CHIAL may from time to time

notify to the Licensee in writing. The first payment shall be made in advance i.e. at the start of the month.

## **29.2 Delay Interest**

Without prejudice to any others rights or remedies to which CHIAL may be entitled, if the Licensee fails to make in full within the applicable time any payments to be made by it under the contract, the amount for the time being outstanding shall (as well after as before judgment) bear interest (immediately due and payable by the Licensee in the same manner as the overdue payment) as from the expiry of the applicable time limit and until actual payment to CHIAL (such delay interest being compounded by adding accrued interest to capital every month) at the rate of Delay Interest. Further, it may also be noted that Interest @12% up to one month delay and @18% beyond one month shall be charged by CHIAL.

## **29.3 Language**

The contract has been negotiated and executed in the English language. In the event of any translation into any other languages, the contract shall continue to be constructed and interpreted according to the English language version which shall therefore prevail in the event of any conflict.

## **29.4 Waivers**

No waivers of any of the terms of the contract shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

## **29.5 Modification**

No amendment or modification of or addition to the contract shall be valid unless made in writing and signed by both CHIAL and Licensee.

## **29.6 Severability**

If any term of the contract or its application to any circumstances shall, to any extent, be illegal, void invalid or unenforceable, the legally, validity and enforceability of the remainder of the contract and the application of that term to other circumstances shall not to be affected thereby and each term to other circumstances shall not be affected thereby, and each term of the contract shall be valid and enforceable to the fullest extent permitted by applicable law. if any requirement, restrictions or undertaking herein (i) found by any part court or other competent authority to be void or uncomfortable or (ii) requires any authorization approval or consent which as far as possible, has the same commercial effect as that which it replaces.

## **29.7 Taxes**

29.7.1 All taxes, cess, levies, fees any such amounts payable under the contract in relation to the provision of the cargo services and the structures, equipment and installment constructed or put up that the airport to provide the cargo services including the facility shall be borne by and be payable by Licensee the Licensee shall bear any implication of GST may be arise pursuant to the cargo services rendered under the contract.

29.7.2 For the purpose of the contract, any reference to 'tax' or 'taxes' shall be exclusive of income tax. Any income tax that may become applicable to either party shall be the sole of responsibility of that party. it shall be the responsibility of the payer to promptly provide the other party the relevant certificates evidencing any income taxes withheld deducted pursuant to applicable laws.

29.7.3 Without prejudice to any other provisions of the contract, where in respect of any tax income by Licensee the benefit of any tax credit is available to CHIAL or any other person, the Licensee benefit relation to such tax / requirements, as would enable CHIAL or other person, as the case may be, to avail of such credit to the fullest extent possible.

## **29.8 Cost & Expenses**

Licensee shall bear its own costs and expenses including without limitation all legal expenses, in connection with the contract its preparation, negation and/ or perfection CHIAL shall bear its own costs an expense in connection with the contract, this, its preparation, negation an or perfection. This Licensee shall bear and all stamp, registration and similar duties in connection with the contract.

## **29.9 Consents**

Any approval, consent, expression of satisfaction, expression of acceptability or like of CHIAL referred to in the contract may be given or withheld (except where otherwise specified herein) in the absolute dissection of CHIAL and without giving any reasons therefore an, if it given, may be given upon an subject to such terms as CHIAL may in its absolute discretion think fit.

## **29.10 No implied Rights or Obligations**

Save as expressly set out herein, no rule of law which might otherwise imply a grant of any right casement or quasi easement or impose any obligations on the Licensee with respect to its occupation of the facility area on the facility in accordance with the provisions of the contract shall apply in relation to the contract.

## **29.11 Waiver of immunity**

Each of the parties hereto irrevocably

29.11.1 agrees that the execution, delivery and the performance by its of the contract those agreements and other documents and other comprising the security to which it is party constitute private and the commercial acts rather than public or govt. acts

29.11.2 agrees that, should any proceedings shall be brought against it or its assets in relation to the contract or any truncations contemplated by the contract, no sovereign immunity from such proceedings shall be claimed by or half of itself or with respects to its assets.

29.11.3 consents generally, in respect of itself and its assets, to any kind of relief being given (by way of injunction, order for specific performance or otherwise) an any process for the making, enforcement or execution of any order, judgment or arbitration award.

## **29.12 Law & Jurisdiction**

The contract shall be governed by and constituted in accordance with the laws of applicable in India. Jurisdiction of the Courts shall be at Corporate Headquarter / the Regional Headquarter of CHIAL, as applicable in India.

## **29.13 Change in law**

29.13.1. CHIAL shall not be responsible to the Licensee if a result of change in law the Licensee suffers an increase in costs or reduction in net after tax return or other financial burden, loss, liability or damage in connection with the its design, financing, construction testing, commissioning, management, maintenance, and/or operation of the facility.

29.13.2. For the purposes of this clause 29.13 “Change in Law” means the occurrence of any of the following after the date of the contract:

- i. The modification, amendment, variation, alteration or repeal of any exiting Indian law or the enactment of any new Indian Law; and
- ii. The commencement of any new Indian law which as on the date hereof has not been enacted.

## **29.14 Other charges**

CHIAL may levy charges (an any taxes thereon), which shall not be unreasonably determine, for the use by the Licensee of services and facilities provided by CHIAL at the Airport for common use by the Licensee and other parties and which CHIAL is not expressly obliged to provide pursuant to the contract. The charges may be

for Cargo booking service etc. i.e. common IT services for which CHIAL may levy nominal fee per Airway Bill, which shall be over and above tariff.

## **29.15 Change of Control**

29.15.1 Change of control of Licensee or any business division of Licensee relating to the Cargo Services or otherwise, shall constitute an assignment of the contract of the contract and therefore require the prior written approval of CHIAL.

29.15.2 "Change of control" for the purposes of this Clause 29.15 means any agreement resolution or transaction, or series of agreements, resolutions or transactions, to

(i) Transfer or issue by sale, subscription, or any disposition of more than fifty percent (50%) of the corporate shares or assets of the Licensee, or any parent corporation of the Licensee so as results in any charge from that existing as the date of exaction of the contract.

(ii) Results in the change of management or change in all right to appoint the majority of the directors of Licensee from that existing as of the date of execution of the agreement to a person (other than an affiliate of the Licensee) to whom similar service provider rights have been granted by CHIAL at the airport.

For the purpose of this clause 29.15.2 an artificial shall mean, with respect to the Licensee, any entity which controls, is controlled by or its or under the common control with Licensee. Such entity shall be deemed to be an affiliate only so long as control exists 'controls', 'Controlled by' or 'under common Control with shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity shares of such an entity and the power to direct the management of such an entity.

'Person' shall mean any individual, partnership, unincorporated associates, corporation or business entity.

## **29.16. Conflict in the provision of Cargo Services**

29.16.1. In the event of any conflict between the provision of the Cargo Services by the Licensee, and that of the Competing Licensee, for specialized cargo services or express cargo and / or the Airport Contractors, the decision of CHIAL shall be final and binding on the Licensee.

29.16.2. Notwithstanding the existence of any such conflict, the Licensee agrees to:

- (a) continue to discharge its obligations hereunder;
- (b) cooperate with CHIAL in resolving such conflict;

- (c) waive its right to claim damages (if any) against CHIAL on account of or arising in relation to or as a consequence of such conflict.

## **30. NOTICES**

Any notice, notification or other communication under or in relation to the contract shall:

- 30.1. be given or made in written and shall be delivered by hand to, sent by prepared post or by facsimile to, the appropriate person, address or facsimile number previously communicated for that purpose by the parties to the contract, or such other address or facsimile number as the party to which it is given or made may have for the time being substituted therefore by notice in accordance with this Clause to the party, giving or making the same; and

### **30.2. in the case of delivery:**

- 30.2.1. by hand, e-mail or sending by post be effectively given or made upon receipt at that address; and
- 30.2.2. by facsimile be deemed to be effectively given or made upon production of a transaction report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient and provided that a hard copy of the notice so served by facsimile was posted within the same day as the notice was served by electronic means.

## **31. AMBIGUITY OR DISCREPANCY OF DOCUMENTS**

If the Licensee shall find any ambiguity or discrepancy in or between the documents comprising this Agreement/ Tender Document it shall immediately notify the same in writing to CHIAL. If such ambiguity or discrepancy is or may be relevant to the Service Provider Rights or the Licensee's obligations to execute the Works, CHIAL shall, within a reasonable time, resolve the ambiguity or correct the error and will notify the Licensee of the interpretation to be adopted.

## **SPECIAL TERMS AND CONDITIONS**

1. The Total covered area (Non AC) = 988 SQM, Total unpaved area excluding covered area = 1325.72 SQM, Total Paved area excluding covered area= 2630.41 SQM, Total porta cabin area= 93 SQM. The same will be provided for carrying out cargo handling. The party will be permitted to carryout infrastructure modifications and constructions to make it suitable for Cargo handling operations at its own cost as per their requirement with the prior approval of the CHIAL and with BCAS guidelines. All the modifications and constructions shall be done by Licensee as per drawing attached including pavement of city side land.
2. Additional space/land, consecutive to the allotted area, up to the maximum of 50% could be considered for allotment, during the validity of the contract on the request of the licensee. The said allotment will be subject to the availability of the space/land and justification. The additional area shall be allotted as per applicable land (rent) License fee.
3. Licensee will not lease out any space to Airlines/Agencies from allotted area.
4. The prospective bidder is advised **not to quote** the amount which is less amount than the amount of Minimum Annual Guarantee i.e. **Rs. 11,68,33,443/- (Eleven Crore Sixty Eight Lakh Thirty Three Thousand Four Hundred and Forty Three Only)** for first year and **15%** escalation for subsequent years up to **05 (five) years**. Any amount quoted less than the Minimum Annual Guarantee shall not be considered for evaluation. The value of MMG (Minimum Monthly Guarantee) shall be **Rs. 97,36,120/- (Ninty Seven Lakh Thirty Six Thousand One Hundred and Twenty Rupees Only)**.
5. The duration of the license to the licensee shall be for **05 (five)** years during which if the immovable capital assets are created by the licensee, the depreciated value shall be paid by CHIAL to the licensee on fixed assets built by Licensee. Further, **10%** price preference shall be given to the existing licensee (by bringing their price to H1 quoted price) in case of call of new tender for O&M contract after **05 (five)** years by CHIAL subject to the successful completion of existing period of contract and clearing all the dues of the existing contract.
6. The date of Start of this Contract is from the 10th day of the issue of Award Letter.
7. The Signing of Agreement is required to be done immediately after Acceptance of Award letter and should not be delayed beyond 30 days of issue of Award Letter.

**8. Gestation period:**

Licensee will be granted gestation period of 120 days to mobilise the resources and obtaining the mandatory approvals such as (Regulatory Approval) RA from BCAS to commence the operation from the 10<sup>th</sup> day of issue of Award Letter.

Additional incubation/gestation period, if required can be permitted to the O&M Agency with the approval of CEO wherever infrastructure development/modifications in building are required from case-to-case basis /delay occurs beyond the control of agencies/delay in BCAS/regulatory approvals.

9. Loading/Off-loading of Cargo Subject to Airline Agreement, Opening, Repacking, Strapping and Presentation of packages in The Cargo Complex will be done by the licensee.

**10. Handing Over of Site:**

- a Site will be handed over on an “as is where is basis” to the Selected Bidder upon fulfillment of conditions of award within the stipulated time as described in aforementioned Clause V and the Concession Agreement.
- b If the Service Provider fails to complete the conditions of award which are prerequisite for handing over of site, actual handing over of sites shall only be done after completion of all conditions of award in accordance to the Concession Agreement

11. PIC/Temporary PIC will be issued, as per the BCAS guidelines.

12. All the charges/expenditure related to O&M of RA, shall be borne by the selected bidder in accordance with the rates as fixed by the Authority from time to time.

13. All activities like Survey, handling, Cleaning, Sanitation, maintenance & arrangement of computers, Fax, photocopies, seating arrangement for visitors, writing desks, Counters for Public transactions & other public amenities like Office space for Custom staff/CHAs, Telephones for visitors etc. will be done by the licensee.

14. A weightage shall be given for the past experience of handling dangerous goods, valuable & perishable Cargo, in case of a tie in the Financial Bids.

15. The Licensee may be permitted to collect Terminal, Storage & Processing charges, and Demurrage Charges for consignments not cleared within the free storage period as per CHIAL tariff (subject to revision from time to time) for General Cargo at AERA Airports and at AERA Airports licensee will get the Cargo tariff approved by AERA. The tariff should be displayed prominently for the customer's attention. Licensee shall levy AERA **rates as per order**.

16. All operating, maintenance and utility charges including electricity, Water, Maintenance and upkeep charges, Civic Taxes etc. are to be borne by the licensee.
17. The security infrastructure if available shall be used by the airline on per KG basis and if security infrastructure is not available then, X-ray machines, ETD etc. is to be arranged by airline/O&M Agency.
18. No CISF cost shall be borne by agency, except in the Security Hold Area (SHA) if applicable. However, electricity and water charges to be borne by the agency.
19. Licensee will provide suitable X-Ray machines as required conforming to BCAS specifications for screening of the cargo for which the licensee shall collect the usages charges at the rates notified by AERA/CHIAL from time to time. Present charges are as per the attached tariff plan (subject to revision from time to time). Maintenance of the XBIS machine shall be the responsibility of Licensee. The machine will be used for Screening and Certification of Export Cargo by the personnel of respective Airlines /Agency to whom contract is awarded and the personnel shall be approved and trained by BCAS. Further, it is brought to the notice of prospective bidders that all the existing movable equipment related to security shall be removed from the Cargo Terminal by CHIAL. Hence, all the security equipment as per the concerned

Regulator mandatory requirement shall be provided by the Licensee at their own cost i.e. **X-ray machines/CCTVs/ETDs including all other security equipment, required for successful operation to become RA shall be arranged by the Licensee himself.**

**CCTV shall be handed over as is where is basis. Up gradation/ modification / MTC/ replacement shall be carried out by bidder.**

The Authority presently owns some of the equipment/ machine deployed at its Cargo. Details of such equipment (type, number,) has been provided in Annexure-7 ("CHIAL Equipment"). The Selected Bidder shall be required to take over these Equipment on 'as is' basis from CHIAL in accordance with the terms and conditions by paying an amount as mentioned in Schedule-R. This amount is required to be paid within 90 days of signing of Agreement. The said amount is one time payable which is over and above the MRLF quoted by the selected bidder.

20. In order to ensure smooth and immediate transfer of operation, the O&M agency shall be allowed to take over the x-ray machines and other immovable equipment belonging to CHIAL on rent basis on request. In that case, the AMC of X-ray machines and other equipment shall be undertaken by O&M agency.
21. The licensee is required to provide all cargo handling equipment at its own cost which shall be battery powered wherever possible and practicable to ensure environment friendly operations and energy conservation. The cargo handling equipment should not be more than five years old. The licensee must ensure that cargo handling services at Airport is carried out by only fully trained and competent personnel who shall be provided with adequate training as well as certification for operations of the equipment, practices / procedures of higher safety of cargo handling services as well as other statutory requirement of

IATA/DGCA/AAI/BCAS and other Govt. bodies as applicable from time to time. The licensee shall deploy skilled labour as per requirement. The licensee shall during the license period arrange and maintain at its own cost, adequate insurance for the cargo handling facilities, other related facilities and liabilities. The licensee shall arrange and maintain all consents, permit and approvals for the implementation of cargo handling services. The licensee must ensure that it has adequate third-party insurance at all times to cover their liabilities towards their user and employees for any physical loss and or damage to the aircraft as per ground incidents. The Tenderer shall not have any right to claim compensation in this regard. It is brought to the notice of prospective bidders that all the existing movable equipment related to security shall be removed from the Cargo Terminal by CHIAL. Hence, all the security equipment as per the concerned Regulator mandatory requirement shall be provided by the Licensee at their own cost.

22. Notwithstanding that the Licensee shall have deployed the facilities and constructed and put up structures, equipment, installations and fixtures in or upon the airport premises as per requirement and approved by CHIAL for providing cargo handling services to the trade / users, such licence and all such facilities to operate the said licence shall be deemed to be Airport premises as defined in the Airports Authority of India (Storage and Processing of Cargo, Courier and Express Goods and Postal Mail) regulations, 2003, and in the event of termination of the licence by the Authority or the Licensee for whatever be the reason, the CHIAL shall have right to initiate the proceedings for eviction of the Licensee under the provisions of the said Act. Hence, The Licensee has to provide all the equipment as per BCAS/DGCA guidelines.
23. The Licensee is liable to dispose off the unclaimed cargo of any nature as per the guidelines of the Govt. of India & AAI / BCAS.
24. The Licensee shall arrange the Security equipment at their own cost, for security, of Cargo Complex, premises, Offices, equipment and Cargo in accordance with Govt. of India & AAI / BCAS guidelines.
25. Licensee should put in place an on-line within three months of Commencement of work for an efficient Cargo handling Service and system with Customs, Airlines, Trade, Banks, etc.

However, if CHIAL/GOI implements its own software for cargo operations, the licensee shall have to integrate Licensee's software with the software of CHIAL or shall have to use CHIAL software exclusively, if required in future. The same shall be binding on the Licensee and the separate charges can be levied by CHIAL over and above the approved tariff from end users.

26. The Licensee has to create proper security hold area as per instructions / guidelines of BCAS and the cost of engaging CISF deployment on actual basis as decided by competent authority, in SHA shall be borne by the successful bidder.

27. All required security clearances from Statutory Bodies like BCAS etc. are to be obtained by Licensee before commencement of business.

28. The Licensee has to prepare its Airport Security Programme & Quality Control Programme (ASP & QCP) as per BCAS guidelines in line with Airport Director/Operator and will get it approved from BCAS for implementation.

29. Director/ Incharge (Security) can inspect the security arrangements through its representatives and can take suitable action in case of deficiencies / deviations of security procedures.

30. Agreement will come into force when all the permission from the Regulatory Bodies will be granted till then CHIAL will continue to operate the Cargo.

31. The details of runway capacity and stands/parking bay:

Runway: 3170 Mtr. as on date, Under purview of IAF  
Length x width: 3170 Mtr. \* 45 Mtr. As on date, Under purview of IAF  
No. of bays: 17

32. The Licensee is free to recruit the manpower or recruit from the existing manpower or free to recruit from open market.

33. The prospective bidders may explore the facility on their own for supporting Cargo facilities such as warehouses, truck parking, canteen etc., in the premises of Airport.

34. The Licensee will be the Regulated Agent and hence all the formalities regarding Regulated Agent shall be completed by the Licensee.

35. Discount factor of 10% has been considered in the BOQ for calculation of Net Present Value (NPV).

36. The prospective bidder is advised to visit the site with prior permission of CHIAL and assess the existing infrastructure on his own.

37. Cargo Volume for CHIAL for the last Five Financial Year is as under:

<b>Domestic Incoming and Outgoing Cargo data from 28 July 2023 to July 2025</b>		
	<b>28 July 2023 to July 2024</b>	<b>Aug 2024 to July 2025</b>
<b>Total Cargo (Inbound &amp; Outbound) in MT</b>	10078.887	14634.596
<b>Year on Year Annual growth</b>		<b>45%</b>

38. In case the premises meant for Cargo Operations is required for future expansion of Chandigarh International Airport Limited, then CHIAL will relocate the cargo functions in another built-up area, in the airport premises and the Licensee has to abide by that. The alternate area shall be of the same footprint as of original area. The decision of CHIAL in this case shall be final and binding.

**39. Validity of the Proposal:**

The Proposal shall be valid for a period of not less than **180 days** from the Proposal Due Date ("PDD") i.e. from the last date of submission of bid.

40. All existing electrical appliances installed at cargo building like fans, ACs and Fire Extinguishers will be maintained by Licensee himself. Replacement if any, will be done by Licensee and the old one will be handed over to CHIAL. In addition to the existing clause Water supply system, Firefighting system already installed at premises are to be maintained by the agency at their own cost. "

## Other Conditions

### **1. ELIGIBILITY CRITERIA**

The Applicant shall be eligible to proceed to the Bid Stage if they fulfil the following requirements:

- (a) Financial capacity; and
- (b) Technical capacity.

The financial criteria as set out in Clause 1.1 are applicable for Applicants for both Domestic and International Cargo Terminal.

The technical criteria to be fulfilled by an Applicant for Cargo Terminals as set out in Clause 2.2.

#### **1.1. Financial Criteria:**

##### **Turnover & Net worth:**

- i. Should have Average Annual Financial Turnover of Rs. 11,68,33,443/- (Eleven Crore Sixty Eight Lakh Thirty Three Thousand Four Hundred and Forty Three Only) during last three Financial years ending 31.03.2025. The Financial Information shall be submitted in the given format – **Form-III**. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- ii. The tenderer should have a positive net worth duly certified by certified Chartered Accountants. The Certificate should be submitted in the given format- **Form-III**.

#### **2.0. Technical Criteria:**

##### **2.1 Experience:**

- a) Should have satisfactorily completed/handled the work in government, Public Sector entity or Private Sector entity in the area of Cargo handling/ Operations/ Operations & Maintenance/ware-housing/freighters (Indian Registered) with minimum handled annual domestic cargo volume of 12,357 (Twelve Thousand Three Hundred and Fifty Seven Only) MTPA in any of the preceding 07 (seven) years from the date of submission of tender in least 01 (One) Cargo Facility.

Client certificate for experience should show the nature of work done, tonnage handled, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work.

The Experience Certificate must be duly supported by documentary evidence such as completion certificate issued by client / CA or Statutory Auditor's certificate.

## **2.2 Short-listing of Applicants**

Applicants meeting the eligibility criteria set out in this NIT/Tender shall be shortlisted as qualified for the Financial Bid Stage.

## **1. OTHER CONDITIONS**

- 1.1 CHIAL reserves the right to accept or reject any or all tender applications without assigning any reasons and is not obliged to correspond with the Applicants in this regard.
- 1.2 Further, CHIAL reserves the right to change and/or cancel the Prequalification and Bidding Process and/or review/revise the Pre-qualification criteria at any time without prior notice or without assigning any reasons whatsoever, and this shall be without prejudice to its right to re-tender at any time in the future and in such case, no Applicant/intending Applicant shall have any claim arising out of such action.
- 1.3 CHIAL reserves the right to amend this tender by issuing an addendum, at any stage, without any liability or obligation for such invitation and without assigning any reason. This invitation to tender does not give rise to any rights in rem and is not an offer or an invitation to offer.
- 1.4 CHIAL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the tender. Any such verification or lack of such verification by CHIAL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of CHIAL there under.
- 1.5 Submission of the tender applications by Applicants, pursuant to the invitation by CHIAL, shall be considered to be an acceptance of all the terms and conditions of this tender by the Applicant and no claims or disputes raised by it during or subsequent to the award process shall be entertained by CHIAL.
- 1.6 All documents and other information supplied by CHIAL or submitted by an Applicant to CHIAL shall remain or become the property of CHIAL. CHIAL shall not be liable to return any application, or any information provided

along therewith. Applicants are to use the information provided herein only for the purpose of preparation and submission of their application.

- 1.7 The Applicants shall bear all costs associated with the preparation and submission of its tender application. CHIAL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender Bidding Process.
- 1.8 The contract shall be governed by and construed in accordance with the laws of and applicable in India. Each of the parties hereto irrevocably submits jurisdiction of the Courts at Corporate Headquarter / the Regional Headquarter / office of the CHIAL, as applicable in India.
- 1.9 The Applicant shall comply with laws and regulations of India as may be applicable.
- 1.10 All data and estimations contained in or provided as part of this tender are as per data available with CHIAL; however, CHIAL makes no representation as to the accuracy of such data. Applicants may conduct their own research or due diligence to verify such data and derive their own estimates and projections
- 1.12 Conflict of Interest:  
Applicants shall not have a conflict of interest as provided in this Clause 2.3.14 that affects the tender process ("**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest in the Qualification Stage shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process if:
  - (a) The Applicant has an interest (whether by way of equity or otherwise) in an Indian airport. For this purpose, an entity shall be deemed to have an 'interest' in an Indian airport, if it is the operator, developer, promoter or shareholder of such airport or an Affiliate of such operator, developer, promoter, or shareholder, or if such airport operator or company has an interest in such Applicant; in any manner as determined by CHIAL, at its sole discretion
  - (b) The Applicants of two different tender applications have controlling shareholders in common; or
  - (c) The Applicant submits more than 1 (one) application to this tender; or
  - (d) The Applicant has participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.

## 2.1. CLARIFICATIONS

2.2. Applicants requiring any clarification on the terms of this tender may notify CHIAL through CPP portal only. **Any clarifications / queries sent by email will not be entertained.** Any clarifications / queries should be sent as per critical date-sheet of NIT. CHIAL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this invitation to tender shall be taken or read as compelling or requiring CHIAL to respond to any question or to provide any clarification.

2.3. The queries are to be submitted in the following format:

Sr. No.	Clause	Existing Provision	Clarification Required	Suggested Text	Rationale

2.4. CHIAL may also on its own motion, if deemed necessary, issue interpretations and clarifications and may extend the Submission Date through a notification on the CHIAL e-tender portal. All clarifications and interpretations issued by CHIAL shall be deemed to be a part of this tender. Verbal clarifications and information given by CHIAL or any of its employees or representatives shall not in any way or manner be binding on CHIAL.

2.5. To facilitate evaluation of the tender, CHIAL may, at its sole discretion, seek clarifications from any Applicant regarding its submission. Such clarification(s) shall be provided within the time specified by CHIAL for this purpose. Any request for clarification(s) and all clarification(s) in response

thereto shall be in writing. If an Applicant does not provide clarifications sought as specified herein, within the prescribed time, its application may be liable to be rejected. In case the application is not rejected, CHIAL may proceed to evaluate the application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation by CHIAL.

- 2.6. CHIAL reserves the right to call for additional documents/information in such forms and manners as may be specified. Such documents/information shall be provided within the time specified by CHIAL for this purpose.
- 2.7. The application being submitted pursuant to this tender shall contain true, accurate, complete, and all information sought in the tender. CHIAL shall neither be obliged to seek clarifications nor be liable in any way if information is not provided by the Applicant.
- 2.8. CHIAL shall forward the responses to all queries to all the Applicants without identifying the sources of queries.

### **3.0. SUBMISSIONS AND COMMUNICATION**

- 3.1. The tender application shall be submitted with the respective forms, supported by documentary evidence which shall include the documents as mentioned in the NIT.
- 3.2. Applicants are requested to take due note of the following:
  - (a) Form I, Form II (A), Form II (B), Form III, Form (IV), Form V, Form VI, Form VII and Annexure-1 are to be submitted by all Applicants/Bidders.
- 3.3. The application shall include the following:
  - (a) Cover letter as per Form-I on the letterhead of the Applicant clearly indicating the engagements applied for and duly signed by authorized signatory.
  - (b) General Information as per attached Form-II(A): General Information along with the incorporation certificate, organization chart, certificate of shareholding pattern from statutory auditor, power of attorney/board resolution order, PAN card, GST registration certificate etc.
  - (c) Certifications as per attached Form-II (B): Information of availability and proof of certifications such as IATA. Security clearance certificate; (Refer Form II (B)).

- (d) Annual reports for the last 3 (three) financial years preceding the Submission Date, statutory auditor's certificate for the content mentioned in Form-III, documents mentioned in Form-III as applicable, and proof of exchange rate if applicable (Refer Form-III);
- (e) Technical capability: Detailed project documentation clearly enumerating the work undertaken, cargo volume handled, statutory auditor's certificate certifying the cargo volume mentioned in Form-IV, client completion certification as applicable, description of role and responsibility, schedule/actual start and end date, documents mentioned in Form-IV. (Refer Form-IV). It has to be fulfilled by the applicant bidder only.
- (f) Completed Forms V to VII, as applicable.
- (g) Applicants shall submit duly filled checklist.

3.4. The Applicants shall make their submission online through CPP Portal of NIC.

Applicants shall make themselves familiar with the portal well in advance. CHIAL shall not be responsible for any delayed submissions by applicant due to technical issues in the last minute.

- 3.5. CHIAL shall not be responsible in any manner if the application submitted through the CPP e-Tender Portal of NIC and the passphrases are not accessible; further, such submissions shall be liable to be rejected.
- 3.6. After the tender opening, CHIAL may request physical submission from the Applicants of such essential original documents as uploaded on the CPP Portal. The submission shall be made by the Applicant within 5 (five) working days of such request to the address mentioned in the tender document.
- 3.7. The tender application and subsequent communications shall be submitted in English only. In the event any supporting documents are in a language other than English, a translation of the same certified by an official/registered translator shall be provided. In the event of any conflict, the English translation shall supersede.

3.8. **Late Submission**

Tender submissions received by CHIAL after the Submission Date and time as notified by the CHIAL, shall not be eligible for

consideration and shall be summarily rejected. CHIAL shall not be held liable for any manner whatsoever.

3.9. Address for Communication:

CEO CHIAL

Shaheed Bhagat Singh International Airport

Chandigarh- 140306

**Brief Scope of Work for Domestic Cargo Terminal at Chandigarh International Airport Limited**

1. Provide air cargo handling services for all types domestic cargo in accordance with all statutory requirement domestically such as but not limited to IATA/BCAS at all times.
2. Receiving inbound cargo from the ramp side, breaking down of ULDs, preparing & storing shipments for pick up by land side importers.
3. Perform acceptance check on pre-built ULDs and establish, if accepted, gross weight, volume and ULD Contour and provide the load control unit with the information 8. Building of pallets, containers and ULDs based on the flight book load and load plan.
4. Preparation of loading sheets for each ULD.
5. Ensure physical delivery or retrieval to or from the point of customer vehicle.
6. Provide document handling services such as preparing airway bills, checking security documents, preparing cargo manifests, notifying consignee or agent upon arrival or departure of shipments, etc.
7. Ensuring capturing of data in the cargo management system for domestic cargo. Ensure real time data capture and sharing it with CHIAL.
8. Collection of charges for handling, storage and screening of cargo as per the approved tariff.
9. Handling of unclaimed cargo and assistance in carrying out appropriate disposal measures.
10. Deploy duly trained and skilled resources for carrying out the necessary operations at the Cargo Terminal 1.
11. Usage appropriate equipment to handle the cargo and ULDs efficiently.
12. Offer services to customs officials in examination of cargo, joint investigation, Xray scanning of cargo, etc.
13. Develop the standard operating procedures based on the policy framework defined by CHIAL.
14. Up-keeping and cleaning of cargo area regularly.
15. Undertake construction and operations as per the statutory compliances both Domestic such as but not limited to IATA/BCAS, etc.
16. Loading/Off-loading of cargo, opening, repacking, strapping and ULD management.
17. Provide all equipment required for carrying out cargo handling services in an efficient manner.
18. Screening of cargo at the rates approved from time to time.
19. Handling and disposal of unclaimed cargo as per the guidelines.

20. Provide air cargo handling services for all types of outbound and inbound cargo in accordance with all statutory requirement both internationally and domestically such as but not limited to IATA/RA3(EU) etc. at all times.
21. Receive cargo from city side shippers, build ULD, X-ray screening, provide tracking labels, and store till the cargo is released to airlines for loading on to the aircraft.
22. Receiving inbound cargo from the ramp side, breaking down of ULDs, preparing & storing shipments for pick up by city side importers.
23. Perform acceptance check on pre-built ULDs and establish, if accepted, gross weight, volume and ULD contour and provide the load control unit with the information 8. Building of pellets, containers and ULDs based on the flight book load and load plan.
24. Preparation of loading sheets for each ULD.
25. Ensure physical delivery or retrieval to or from the point of customer vehicle.
26. Provide document handling services such as preparing airway bills, checking security documents, preparing cargo manifests, notifying consignee or agent upon arrival or departure of shipments, etc.

**LIST OF FORMS AND ANNEXURES**  
**Form I: Cover Letter**  
**(on Applicant's letter head)**

Ref.:

Date:

To,  
The CEO  
CHIAL  
Shaheed Bhagat Singh International Airport  
Chandigarh-140306  
Subject: Operation and Management of Domestic Air Cargo Terminal at Shaheed  
Bhagat Singh International Airport, Chandigarh.

Dear Sir,

1. We, the undersigned, are duly authorized to represent and act on behalf of **[insert name of Applicant]**, and having reviewed and fully understood all information provided in the Invitation for the work of Operation and Management of Domestic Air Cargo Terminal at Shaheed Bhagat Singh International Airport, Chandigarh.
2. We hereby submit our application for NIT for subject work and we further confirm that we meet the eligibility criteria and the qualification criteria in accordance with the NIT.
3. As required, we are enclosing the application for qualification, along with following:
  - (a) This cover letter in Form I;
  - (b) General Information as per attached Form II(A): General Information along with relevant supporting documents as mentioned in Form II (A).
  - (c) Information on available certifications as per attached Form II (B) along with relevant supporting documents as mentioned in Form II (B)
  - (d) Annual reports for the last 3 (three) financial years preceding the Submission Date, statutory auditor's certificate for the content mentioned in Form III.
  - (e) Detailed project documentation as per form IV, clearly enumerating the projects undertaken, cargo volume handled, Statutory auditor's certificate certifying the cargo volume mentioned in Form IV,

respective client certification as applicable, description of role and responsibility, schedule/actual start and end date, etc.

4. We shall make available to CHIAL any additional information it may find necessary or require supplementing or authenticate this application for qualification within the time frame prescribed by CHIAL, failing which CHIAL shall have the right to reject the application for qualification.
5. We hereby agree, undertake, and declare as under:
  - (a) We have examined, and have no reservations, in respect of the NIT subject work including any addendum, amendments or clarifications issued by CHIAL.
  - (b) Our application for qualification is, in all respects, in compliance with all the requirements of the NIT. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our application for qualification, we hereby represent and confirm that our application is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects;
  - (c) We declare that we meet the Technical Qualification and Financial Qualification to undertake the Project, as demonstrated in the enclosed supporting documentation in compliance with the NIT for the subject work.
  - (d) We declare that in the event CHIAL discovers anything contrary to the above declarations, it is empowered to forthwith disqualify us and our application for qualification from further participation in the Bidding Process;
  - (e) We understand and acknowledge that CHIAL will be relying on the information, confirmations, declarations, representations and documents submitted by us. We hereby undertake and confirm that all such information, confirmations, declarations, representations and documents are true and correct in all respects; nothing has been omitted which renders such information misleading; and we hereby agree, acknowledge and undertake that any misrepresentation/ falsification by us in this regard would result in immediate disqualification;
  - (f) We understand that all information submitted under this NIT shall remain binding upon us. CHIAL may, in its sole discretion, reject or

accept any application, cancel/modify the Bidding Process and reject the application.

We agree and undertake to abide by all the terms and conditions of the CHIAL and hereby submit this application for qualification in accordance with the terms of the CHIAL.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the Authorised signatory)

(Name and seal of Applicant)

Date:

Place:

**Form II (A): General Information**

<b>S No.</b>	<b>Information Required</b>	<b>Applicant's information</b>	<b>Proof to be submitted</b>
1.	Applicant's registered Name		Certificate of incorporation/articles of association, etc.
2.	Registered address		
3.	Country of incorporation		
4.	Year of incorporation		
5.	Type of company (Private/public limited)		
6.	Details of current board of directors (Name, Nationality, Designation, Address, Email Address)		Organization chart
7.	Ownership of the organization (Specify the shareholding of the organization till ultimate parent level)		Certificate of shareholding pattern from statutory auditor or company secretary
8.	Pan card & GST registration of the Applicant (If available)		Copy of PAN card and GST registration certificate
9.	Details of authorized representative (name, designation, address, telephone numbers, fax numbers, e-mail address)		Board resolution order and notarized power of attorney (or its equivalent in the respective jurisdiction)

**Note:**

- Please provide a certified true copy of the constitutional documents of the Applicant.
- Please provide board resolution and notarized power of attorney, or as applicable in the respective jurisdiction, in favor of the authorized representative authorizing him/her to submit the application for qualification.
- CHIAL reserves the right to ask for additional information/documents.

**Form II (B): Information on available certifications of the applicant**

<b>S No.</b>	<b>Information Required</b>	<b>Availability (Yes/No)</b>	<b>Expiry date (if applicable)</b>	<b>Proof to be submitted</b>
1.	Security clearance			

**Note:**

- *Please provide a certified true copy of certifications of the Applicant.*  
*CHIAL reserves the right to ask for additional information/documents.*

### Form III: Financial Information of the Applicant

<b>Financial Information in INR</b>		<b>Historical Information for previous 3 (three) Financial Years</b>		
Year	FY 2022-23	FY 2023-24	FY 2024-25	
<b>Turnover of Applicant</b>				
<b>Financial standing (Net worth)</b>				

**Note:**

1. *Please attach the statutory auditor's certificate wherein the contents of this Form III shall be certified by the statutory auditor of the Applicant.*
2. *Please attach audited financial statements (balance sheet, profit & loss, cashflow) of the Applicant for the last 3 (three) Financial Years preceding the Submission Date.*
3. *Turnover for the purpose of this NIT shall mean the revenue from cargo handling business only.*
4. *Net Worth shall mean the sum of subscribed and paid up equity and reserves from which the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders shall be deducted.*

## Form IV: Technical Criteria

### Form 1:

i. Should have satisfactorily completed/handled the work in government, Public Sector entity or Private Sector entity in the area of Cargo handling/ Operations/ Operations & Maintenance/ware-housing/freighters (Indian Registered) with minimum handled annual domestic cargo volume of 12,357 (Twelve Thousand Three Hundred and Fifty Seven Only) MTPA in any of the preceding 07 (seven) years from the date of submission of tender in least 01 (One) Cargo Facility.

S No .	Name and location of the project / work	Description of work	Name of the Airport / Cargo Facility	Brief Scope of Work of Applicant	Total cargo volume handled (in MT per annum)						
					FY 2018 -19	FY 2019 -20	FY 2020 -21	FY 2021 -22	FY 2022 -23	FY 2023 -24	FY 2024 -25
1.											
2.											

### Note:

1. *Each project must be duly supported by documentary evidence such as completion **certificate** / CA certificate or Statutory Auditor's certificate.*
2. *Applicant shall also furnish statutory auditor certificate certifying the volumes for total cargo handled in this Form IV.*

3. *Client certificate for experience should show the nature of work done, tonnage handled, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work.*
4. *Projects without relevant evidence shall be rejected.*
5. *Only eligible projects as per the terms given in the technical criteria shall be considered.*
5. *Applicant shall add more rows in the table as required*

**ANNEXURE-1**

**UNCONDITIONAL ACCEPTANCE LETTER**

To

The CEO  
CHIAL  
Shaheed Bhagat Singh International Airport  
Chandigarh-140306

**SUBJECT : ACCEPTANCE OF CHIAL'S TENDER CONDITIONS**

Sir,

1. The Tender Document for "**Operation and Management of Domestic Air Cargo Terminal at SBSI Airport, Chandigarh**" have been sold to me/us by CHIAL and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the bid documents made available to me/us in the office of CHIAL which shall form an integral part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the bid conditions of CHIAL's bid documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/ conditions(s) (except unconditional rebate on quoted rates, if any) in/ along with the Bid Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of bids, I/We agree that the bid shall be rejected and CHIAL shall without prejudice to any other right or remedy be at liberty to not to allow my/our participation in future bid(s)/tender(s).
4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of CHIAL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of CHIAL asks for bribe/gratification, I/We will immediately report it to the Appropriate Authority in CHIAL'.

Place: .....

Yours Faithfully Date:  
(Signature of the bidder)

## ANNEXURE - 2

### **PRE CONTRACT INTEGRITY PACT**

This Pact made this .....day of ..... between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at ..... in India, hereinafter called the Authority ( which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,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 ..... of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for -----

The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

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

AND WHEREAS the Bidder is submitting a tender to the Authority for "-----". In response to the NIT (Notice Inviting Tender) dated ..... Contractor is signing the contract for execution of "-----".

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

**1. Commitments of the Authority;**

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is *prima facie* found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

**3. Commitments of Bidders/Contractor.**

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-

contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contactor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members,

agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
  - i) If he receives demand for an illegal/undue payment/benefit.
  - ii) If he comes to know of any unethical or illegal payment/benefit.
  - iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

#### **4. Previous Transgression**

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores.(Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs .) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.  
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.
  - 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contact signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

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

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

**8. Independent External Monitor(s),**

- 8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub-Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.

**9. Facilitation of Investigation.**

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

**10. Law and Place of Jurisdiction.**

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

**11. Other Legal Actions**

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

**12. Pact duration (Validity)**

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13. Company Code of Conduct**

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

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Buyer	BIDDER
Name of the Officer Designation	CHIEF EXECUTIVE OFFICER

Dept./Ministry/PSU	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

### **ANNEXURE – 3**

#### **UNDERTAKING REGARDING DEBARMENT/BLACKLISTING**

I/We ..... (name and post of authorized signatory) on behalf of ..... (Name of firm) do here by solemnly affirm and declare as follows:

- (i) Our firm is not restrained/ debarred/ blacklisted by CHIAL / AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (ii) None of Proprietor /Partners /Board Members /Directors of M/s.....(Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred/ blacklisted by CHIAL / AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (iii) Our firm understands that if our firm either debarred before the date of opening of tender or debarred before the date of contract by AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
- (iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in CHIAL / AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date: [Signature and name of the authorized signatory of the firm]

Place:

**Note: Above undertaking is to be given on company's letter head.**

## ANNEXURE- 4

### POWER OF ATTORNEY FOR SIGNING OF BID

*(on non-judicial stamp paper of Rs.100/- 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 ..... Mr/  
Ms ..... (name),  
..... Son/daughter  
/ wife of ..... and  
presently ..... residing ..... at  
....., who is presently  
employed ..... with ..... us ..... and ..... holding ..... the ..... position ..... of  
....., as our true and lawful attorney  
(hereinafter referred to as the "**Attorney**") to do in our name and on our behalf,  
all such acts, deeds and things as are necessary or required in connection  
with or incidental to submission of our Bid for the Project in relation to  
Operation and Management of Domestic Air Cargo Terminal at SBS IAirport ,  
Chandigarh India ("**Project**") proposed by Airports Authority of India  
 ("**Authority**") including but not limited to signing and submission of all Bids,  
and other documents and writings, participate in pre-bid conference(s) and  
other conferences and providing information/ responses to the Authority,  
representing us in all matters before the Authority, signing and execution  
of all contracts including the draft Concession Agreement and  
undertakings consequent to acceptance of our Bid, and generally dealing  
with the Authority in all matters in connection with or relating to or arising out  
of our Bid for the said Project and/ or upon award thereof to us and/or till the  
entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm  
all acts, deeds and things done or caused to be done by our said Attorney

pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

.....DAY OF..... 20\_\_\_.

For

To be submitted in original

To be provided by Single Bidder / all Member of Consortium as the case may be

Witnesses:

(Signature, name, designation and

address) (Notarized/Legalized)

1.

2.

Accepted: (Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- *The Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and 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-5**

**JOINT BIDDING AGREEMENT**

**(Refer Clause 3.4.1 (h))**

**(on non-judicial stamp paper of Rs.100/- and duly notarized in case of  
Consortium)**

THIS JOINT BIDDING AGREEMENT ("Agreement") is entered into on this day of

..... 20...

AMONGST

{....., a company incorporated under the .....} and having its registered office at  
..... (hereinafter referred to as the "First Part" which expression shall, unless  
repugnant to the context include its successors and permitted assigns)

AND

{....., a company incorporated under the .....} and having its registered office  
at  
..... (hereinafter referred to as the "Second Part" which expression shall, unless  
repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND are collectively referred to as  
the

“Parties” and each is individually referred to as a “Party”

**WHEREAS,**

Airports Authority of India (hereinafter referred to as the “Airports” ) which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) has invited bids (the “Bids”) by its Request for Proposal No. ....

dated..... (the “RFP ”) for the Project at the Airports;

The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project; and

It is a necessary condition under the RFP that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED** as follows:

**2. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

**3. Consortium**

- 3.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
  
- 3.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other

Consortium constituted for this Project, either directly or indirectly or through any of their Affiliates

#### 4. Covenants

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

#### 5. Role of the Parties

The Parties hereby undertake that Party of the First Party shall be the Lead Member and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process under the draft Concession Agreement when all the obligations of the Consortium shall become effective. The obligations of each Member with respect to the Project are set out below:

[•]

[•]

#### 6. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the draft Concession Agreement.

#### 7. Shareholding in the SPV

7.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

7.2 The Parties undertake that at least 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV shall, at all times for the entire duration of the Project, be held by those Members of the Consortium whose experience and credential were considered for the purpose of qualification and short-listing of Bidders for the Project in terms of the RFP. The Parties further undertake the Lead Member shall hold at least 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV during the Concession Period.

## **8. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Joint Bidding Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ Power of Attorney in favour of the person executing this Joint Bidding Agreement for the delegation of power and authority to execute this Joint Bidding Agreement on behalf of the Member is annexed to this Joint Bidding Agreement, and will not, to the best of its knowledge;
  - (1) require any consent or approval not already obtained;
  - (2) violate any Applicable Law presently in effect and having applicability to it;
  - (3) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

- (4) violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (5) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Joint Bidding Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under the RFP and the draft Concession Agreement.

## **9. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect for the entire duration of the Concession Period, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by Airports Authority of India to the Bidder, as the case may be.

## 10. Miscellaneous

10.1 This Joint Bidding Agreement shall be governed by laws of India.

10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of Airports Authority of India.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED

THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

*The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of Power and Authority to execute this Agreement on behalf of the Member.*

*For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**Annexure-5(A)**

**UNDERTAKING TO BE SUBMITTED ON THE LETTERHEAD OF THE LEAD BIDDER**

To,

Chief Executive Officer,

Shaheed Bhagat Singh  
International Airport,  
Chandigarh

Dear Sir,

We have read the Orders issued by Ministry of Finance (Public Procurement 1, Public Procurement 2 and Public Procurement 3; F. No. 6/18/2019-PPD issued on 23rd July 2020 and 24th July 2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that, M/S... and all our consortium members are not from such a country or, if from such a country or, has been registered with the Competent Authority. I hereby certify that M/S....., and all our consortium members fulfills all requirements in this regard and is eligible to be considered.

Regards

Name & Signature of Authorized  
Signatory Designation

Name and Seal of the Bidder / Lead  
Member Date:

Place:

## Annexure-5B

### POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

*(on non-judicial stamp paper of Rs.100/- and duly notarized)*

(Refer Clause 3.4.1(b))

Whereas Airports Authority of India has invited bids for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_,{insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Service Provider, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with Airports Authority of India, and/ or any other Authority Agency or any person, in all matters in

connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Service Provider entered into with Airports Authority of India. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20\*\*.

For \_\_\_\_\_

(signature)

(Name &  
Title)

For \_\_\_\_\_

(signature)

(Name &  
Title)

For \_\_\_\_\_

(Name &  
Title)

(Executants)

(To be executed by all the Members of the  
Consortium) Witnesses:

[Notarised]

1.

2

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.**
- *The Bidder should submit for verification the extract of the charter documents and documents such as a 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.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *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.*

**ANNEXURE-6 (A)**

**UNDERTAKING WITH INFORMATION ON CONTRACTS WITH AAI**

I/We hereby declare that we are having/had the following contracts with Airports/offices controlled by Airports Authority of India / CHIAL through a direct contract or through a contract with Airlines or any other party (in any capacity whatsoever and not being limited to as a role of a Concessionaire or license at AAI).

S.No	Airport Name	Revenue Earning Contract by AAI/CHIAL	Contract Period	
			From	To

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

Date:

Signature:

Name:

Designation:

Address:

Place:

Seal of the Bidder/Bidder's Affiliate/Lead Member:

**ANNEXURE-6 (B)**

**FORMAT OF NO DUES CERTIFICATE FOR AAI and CHIAL CONTRACTS**

*(To be obtained from the respective AAI  
Airports/ CHIAL) (To be submitted as part of  
the Bid Submissions)*

**“No Dues Certificate”**

1. Bidder Name : .....
2. Date of Issuance of Certificate : .....
3. Name of Contract : .....
4. Agreement No. (if applicable) : .....
5. Stipulated Date of Start of Contract : .....
6. Actual Date of Start : .....
7. Date of Completion / Termination : .....
8. Amount of SD available with validity period: .....
9. Name of Airport : .....

Amount of Outstanding Dues upto: 31st December 2020. (Disputed and undisputed amounts to be shown separately)

Sr. No.	Items	Disputed Amount (INR)	Undisputed Amount (INR)	Remarks
1.	License Fee			
2.	Space Rent			
3.	Interest			
4.	Any Other Item			
	Total			

Details of any arbitration/litigation :

Signature: [•]

Name of the Nodal Officer: [•]

Designation: [•]

Email id: [•]

Contact Number: [•]

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

**ANNEXURE-6 (C)**

**FORMAT OF UNDERTAKING FOR CLEARING ALL DUES BEFORE ISSUANCE  
OF LOIA**

*(To be submitted as part of the Bid Submissions)*

*(SELF-DECLARATION OF THE BIDDER TO BE SUBMITTED ON COMPANY  
LETTER HEAD)*

I/We hereby declare and confirm that we shall clear before issue of LOIA all undisputed outstanding dues for intervening period i.e. from Bid due date to the last billing period before finalization of award, if I/we are the selected bidder as per terms and conditions of this RFP.

Date:

Signature:

Name:

Designation:

Address:

Place:

Seal of the Bidder/Bidder's Affiliate/Lead

Member:

<b>CARGO ASSETS/ INVENTORY DETAILS – (Annexure-7 )</b>			
<b>Sr. No.</b>	<b>Item Description</b>	<b>Make</b>	<b>Qty.</b>
1.	2500 Kg Capacity Hand Pallet	ACE	06
2.	Electric Forklift of rates capacity 03 ton	ACE	01
3.	600 kg Capacity Ramp type electronic weighing floor scale	METTLER TOLEDO	02
4.	Electronic platform 600kg capacity weighing scale with digital display	METTLER TOLEDO	02
5.	Mild Steel Hydraulic Scissor Loading Dock Lift	BR POWER CONTROL & AUTOMATION SERVICES	02
6.	Manual Hydraulic stacker 01 Ton capacity	PRONIX	02
7.	Steel portable foldable multifunctional Dolly push cart platform truck (trolley) minimum capacity 150 Kgs.	STANLEY	04
8.	Multiutility steel foldable hand truck (Trolley) minimum capacity 150 kgs	STANLEY	04
9.	Steel portable Hand Truck (Trolley) Inbuilt hand grip with knuckle protection	STANLEY	02
10.	Electric locker with digital keypad lock	Godrej	02
11.	X-Bis-100100 Dv	Krystalvision	03
12.	ETD	Vehnat	1
13.	DFMD	Rapiscan	1

CHIAL CARGO STAFF DETAIL- (Annexure 8)						
SR.NO.	EMPLOYEE NAME	DESIGNATION	OFFER LETTER DATE	JOINING DATE	Emp. ID	Completion of contract date
1	NITIN SHARMA	HEAD CARGO (OPERATION)	31-Jan-23	3-Mar-23	Cargo S 2002	2-Mar-26
2	ARYAN RAJPUT	SECURITY SCREENER (GRADE III)	26-Jun-23	27-Jun-23	Cargo S 3001	26-Jun-26
3	MANOJ KUMAR	SECURITY SCREENER (GRADE I)	7-Jul-23	13-Jul-23	Cargo S 3003	12-Jul-26
4	JASPINDE R SINGH	SECURITY SCREENER (GRADE I)	23-May-23	23-Aug-23	Cargo S 3005	22-Aug-26
5	BIR SINGH	SECURITY SCREENER (GRADE I)	23-May-23	28-Aug-23	Cargo S 3006	27-Aug-26
6	PAVITER SINGH	SECURITY SCREENER (GRADE II)	23-May-23	29-Aug-23	Cargo S 3007	28-Aug-26
7	RAKESH KUMAR	SECURITY SCREENER (GRADE II)	7-Aug-23	8-Sep-23	Cargo S 3008	7-Sep-26
8	BARINDER SINGH	SECURITY SCREENER (GRADE II)	23-May-23	11-Sep-23	Cargo S 3009	10-Sep-26
9	KIRTI SHARMA	SECURITY SCREENER (GRADE III)	15-Jun-23	19-Sep-23	Cargo S 3010	18-Sep-26
10	AMRITPAL SINGH	SECURITY SCREENER (GRADE I)	19-Nov-23	22-Dec-23	Cargo S 3012	21-Dec-26
11	VINAY KUMAR	SECURITY SCREENER (GRADE II)	26-Jun-23	7-Feb-24	Cargo S 3013	6-Feb-27
12	AVRINDER SAINI	SECURITY SCREENER (GRADE II)	23-May-23	4-May-24	Cargo S 3014	3-May-27
13	JASPREET SINGH	SECURITY SCREENER (GRADE III)	16-Apr-24	20-May-24	Cargo S 3015	19-May-27
14	SUNNY KUNDU	SECURITY SCREENER (GRADE III)	16-Apr-24	25-May-24	Cargo S 3016	24-May-27
15	HARJINDER SINGH	SECURITY SCREENER (GRADE III)	16-Apr-24	30-May-24	Cargo S 3017	29-May-27

Item Rate BoQ

Tender Inviting Authority: Chandigarh International Airport Limited

Name of Work: Operations and Management of Domestic Air Cargo Terminal at SBS International Airport, Chandigarh

Contract No:

PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Minimum Reserve License Fee(MRLF) in Rs. P	BASIC RATE In Figures To be entered by the Bidder Rs. P	Discount Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	13	14	53	55
1	Operation and Management of Domestic Air Cargo Terminal as per Terms and Conditions as mentioned in the tender document for a period of 05 years. NOTE: The bidder is required to quote annual fee on gross turnover for total cargo handled (Inbound+Outbound) payable to CHIAL							
1.01	O&M Charges for 1st Year	1	Year	116833443.00		1.00	0.00	INR Zero Only
1.02	O&M Charges for 2nd Year	1	Year	134358459.45		0.90	0.00	INR Zero Only
1.03	O&M Charges for 3rd Year	1	Year	154512228.37		0.81	0.00	INR Zero Only
1.04	O&M Charges for 4th Year	1	Year	177689062.62		0.73	0.00	INR Zero Only
1.05	O&M Charges for 5th Year	1	Year	204342422.02		0.66	0.00	INR Zero Only
Total in Figures					0.00 INR Zero Only			
Quoted Rate in Words		INR Zero Only						

**CARGO CHARGES****1. Export Cargo****i) Terminal, Storage and Processing Charges:**

S.no.	Particular	Rate per Kilogram Rs. / P	Minimum rate per consignment Rs. / P
1	General/Courier	0.75	100.00
2	Special/ Valuable	1.50	200.00
3	Perishable	0.75	100.00

**ii) Demurrage Charges (Leviable from Shipper)**

Same charges as applicable to Terminal, Storage and Processing Charges mentioned above.

**Note:**

- a) Demurrage free period shall be applicable as per government orders issued from time to time.
- b) 20% discount in the Terminal, Storage and Processing charges will be granted to Exporters, who opt for engaging their own loaders for offloading cargo from their vehicles at Truck Dock and shifting to Custom Examination Area.
- c) Terminal, Storage and processing charges applicable to Newspaper consignments shall be 50% of the prescribed charges.
- d) Consignments of human remains, coffin including unaccompanied baggage of deceased and human eyes will be exempted from the purview of Terminal, Storage and Processing charges & Demurrage charges.
- e) Terminal, Storage and Processing charges are inclusive of Forklift charges wherever Forklift usage is involved. No separate Forklift charges will be levied.
- f) Special cargo consists of live animals, hazardous goods and valuable cargo.
- g) Valuable cargo consists of gold, bullion, currency notes, securities, shares, share coupons, travelers cheques, diamonds (including diamonds for industrial use), diamond jewelry, jewelry & watches made of silver, gold platinum or items valued at US\$ 1000 and above.
- h) Charges will be levied on the 'gross weight' or the 'chargeable weight' of the consignment, whichever is higher. Wherever the 'gross weight' and (or) 'volume weight' is wrongly indicated on the Airway Bill and is found more, charges will be levied on the 'actual gross weight' or 'actual volumetric weight', whichever is higher.
- i) For mis declaration of weight above 2% and up to 5% of declared weight, penal charges @ double the applicable Terminal, Storage and Processing charges and for variation above 5%, the penal charges @ 5 times the applicable Terminal, Storage and Processing charges will be leviable on the differential weight, subject to minimum amount equivalent to the applicable minimum Terminal, Storage and Processing charges. No penal charges will be leviable for variation up to and inclusive of 2%. This will not apply to valuable cargo.
- j) All Bills shall be rounded off to the nearest of Rs.5/-.
- k) Merchant over Time (MOT) charges @ Rs.200.00 per consignment for admitting cargo beyond normal working hours.



## 2. Import Cargo

### i) Terminal, Storage and Processing Charges:

	Particulars	Rate per Kg. Rs. / P	Minimum rate per consignment Rs. / P
1	General/Courier	2.50	100.00
2	Special/ Valuable	5.00	200.00
3	Perishable	2.50	100.00

### ii) Demurrage Charges

	Type of Cargo	Period	Rate per Kilogram Rs. / Per Day	Minimum rate per consignment (Rs. / P.)
1	General Cargo/Courier Cargo	Up to 120 hrs. (5 days working) after free period	1.44	300.00
		Between 120 hrs. and 720 hrs. (6 and 30 days)	2.88	
		Beyond 720 hrs. (30 days)	4.31	
2	Special Cargo/ Valuable Cargo	Up to 120 hrs. (5 days working) after free period	2.87	600.00
		Between 120 hrs. and 720 hrs. (6 and 30 days)	5.73	
		Beyond 720 hrs. (30 days)	8.60	
16.1	Perishable Cargo	Up to 120 hrs. (5 days working) after free period	1.44	300.00
		Between 120 hrs. and 720 hrs. (6 and 30 days)	2.88	
		Beyond 720 hrs. (30 days)	4.31	

### Note: [Import Cargo]

- Demurrage free period shall be applicable as per government orders issued from time to time.
- Consignments of human remains, coffin including baggage of deceased & human eyes will be exempted from the purview of Terminal, Storage and Processing charges & Demurrage charges.
- No separate Forklift charges will be levied.
- Charges will be levied on the 'gross weight' or the 'chargeable weight' of the consignment whichever is higher. Wherever the 'gross weight' and (or) volume weight is wrongly indicated on the Airway Bill and is actually found more, charges will be levied on the 'actual gross



weight' or 'actual volumetric weight' or 'chargeable weight' whichever is higher.

e) Special Import Cargo consists of cargo stored in cold storage, live animals and hazardous goods.

f) Valuable cargo consists of gold, bullion, currency notes, securities, shares, share coupons, travelers' cheques, diamonds (including diamonds for industrial use), diamond jewelry, jewelry & watches made of silver, gold platinum or items valued at USD 1000 per Kg. & Above.

g) All Bills shall be rounded off to the nearest of Rs.5/-.

Notes:

- Minimum de-stuffing charges per IGM shall be Rs 100/-
- Minimum carting charges shall be Rs 100/= per CTM.
- All bills shall be rounded off to the nearest higher of Rs 5/-.
- All charges by NSOs shall be on cash and carry basis.
- No free period may be allowed on second time handling /upliftment of export cargo from cargo terminal. Applicable charges (Storage) shall be levied.

**3. Domestic Outbound Cargo Charges Leviable on Shippers/Consignor(s) etc.**

ACTIVITY	CHARGES	
	MINIMUM	PER KG
1. Standard Charges for processing & Handling (TSP charges inclusive of off-loading / Loading/ Shifting & Forklift Usage)	INR	INR
a) General Cargo	100.00	0.75
b) Special (AVI) #	200.00	1.50
c) PER/DGR/VAL	200.00	1.50
2. Demurrage Charges / Storage (per day)		
a) General Cargo	100.00	0.75
b) Special (AVI) #	200.00	1.50
c) PER/DGR/VAL (If cold storage is used)	200.00	1.50
3. Courier Handling	200.00	1.00
4. Amendment of Airway Bill	100.00 per AWB	
5. Return Cargo Charges	100.00 per AWB	
6. Strapping Charges	10.00 per Bag	
7. In addition to the above, in the event of mis-Declaration of Weight, following charges based on the difference will apply		
2% - 5% variation	2 times of excess weight	
More than 5% (Not Applicable in VAL Cargo)	5 times of excess weight	

Note:

- a) Demurrage free period shall be applicable as per government orders issued from time to time.
- b) The domestic cargo handling charges applicable to newspaper and TV reel consignments shall be 50% of the prescribed charges.
- c) Consignment of human remains, coffin including unaccompanied baggage of deceased and



human eyes will be exempted from the preview of domestic cargo handling & demurrage charges.

- d) The domestic cargo handling charges are inclusive of forklift charges wherever forklift usage is involved. No separate forklift charges will be levied.
- e) As per IATA definition, Special cargo consists of cold storage, live animals, hazardous goods & valuable cargo.
- f) Valuable cargo consists of gold, bullion, currency notes, securities, shares, share coupons, travelers' cheques, diamonds (including diamonds for industrial use), diamond jewelry, jewelry & watches made of silver, gold platinum or items valued at USD 1000 per Kg. & above.
- g) Charges will be levied on the 'gross weight' or the 'chargeable weight' of the consignment, whichever is higher. Wherever the 'gross weight' and (or) 'volume weight' is wrongly indicated on the Airway Bill and is found more, charges will be levied on the 'actual gross weight' or 'actual volumetric weight', whichever is higher.
- h) For mis-declaration of weight above 2% and up to 5% of declared weight, penal charges @ double the applicable domestic cargo handling charges and for variation above 5%, the penal charges @ 5 times the applicable domestic cargo handling charges will be leviable on the differential weight, subject to minimum amount equivalent to the applicable minimum domestic cargo handling Charges. No penal charges will be leviable for variation up to and inclusive of 2%. This will not apply to Valuable Cargo.
- i) All the Bills shall be rounded off to the nearest of Rs.5/-.

#### 4. Domestic Inbound Cargo Charges Leviable on Consignee(s) etc.

ACTIVITY	CHARGES	
	MINIMUM (INR)	PER KG. (INR)
<b>1. Standard Charges for processing &amp; Handling (TSP charges inclusive of off-loading / Loading/ Shifting &amp; Forklift Usage)</b>		
a) General Cargo	100.00	0.75
b) Special (AVI)	200.00	1.50
c) PER/DGR/VAL	200.00	1.50
<b>2. Demurrage Charges / Storage (per day)</b>		
a) General Cargo	100.00	0.75
b) Special (AVI)	200.00	1.50
c) PER/DGR/VAL (If cold storage is used)	200.00	1.50
3. Courier Handling	200.00	1.00

**Note:**

- a) Demurrage free period shall be applicable as per government orders issued from time to time.
- b) 20% discount in the domestic cargo handling charges will be granted to the consignee/authorized representatives who opt for engaging their own loaders for loading cargo into their vehicles for delivery at designated areas from the airlines concerned.
- c) Consignment of human remains, coffin including unaccompanied baggage of deceased and human eyes will be exempted from the preview of domestic cargo handling & demurrage charges.



- d) The domestic cargo handling charges are inclusive of fork lift charges wherever fork lift usage is involved. No separate fork lift charges will be levied.
- e) Charges will be levied on the 'gross weight' or the 'chargeable weight' of the consignment, whichever is higher. Wherever the 'gross weight' and (or) 'volume weight' is wrongly indicated on the Airway Bill and is found more, charges will be levied on the 'actual gross weight' or 'actual volumetric weight', whichever is higher.
- f) As per IATA definition, Special cargo consists of cargo stored in cold storage, live animals, valuable & hazardous goods.
- g) Valuable cargo consists of gold, bullion, currency notes, securities, shares, share coupons, traveller's cheques, diamonds (including diamonds for industrial use), diamond jewelry, jewelry & watches made of silver, gold platinum or items valued at US\$ 1000 and above.
- h) All the Bills shall be rounded off to the nearest of Rs.5/-.

#### 5. Schedule of Charges leviable on Airlines for domestic cargo handling

Activity	Charges	
	Minimum per flight INR	Per KG (INR)
A) Unloading of incoming cargo loaded on trolley (Bulk cargo handling)	100	0.50
B) Loading of outgoing cargo on trolley (Bulk Cargo handling)	100	0.50

#### 6. Validity period for Charges

The charges proposed for domestic cargo handling would be valid for a period of 5 years from the date of commencement of cargo operation. The approval of AERA would be obtained before implementation of the charges.

#### 7. CARGO - X-BIS SCREENING CHARGES

Cargo Revenue comprises of X-BIS screening Charges of Cargo Consignment. Proposed Cargo X-BIS Screening Charges rate is Rs. 1 per KG subject to minimum of Rs. 100 per consignment plus GST as applicable. Other Cargo Charges shall be examined separately, and separate proposal will be put up for tariff when the cargo terminal comes into operation.

#### 8. TAXES

All applicable taxes, including Goods and Services Tax, shall be payable over and above the above charges at the prevailing rates from time to time.



