



## AIRPORTS AUTHORITY OF INDIA CALICUT INTERNATIONAL AIRPORT

E-TENDER FOR MONEY EXCHANGE COUNTER, IN  
INTERNATIONAL DEPARTURE HALL  
AT CALICUT INTERNATIONAL AIRPORT  
**COST OF DOCUMENTS (Non refundable)**  
**Rs.15000/- (Rupees Fifteen thousand only) Inclusive of all taxes**

**Tender Document No AAI/CL/B/12019/25/CAS/08.03.2018**  
**TENDER ID NO. 2018\_AAI\_8804**

### TENDER SET COMPRISES:

S.No.	Particulars	Page No	No. of Sheets
1	Index	01	01
2	Notice Inviting E-Tenders	02-04	03
3	General Information & Guidelines and Exit Clause	05-10	06
4	E-Tendering guidelines to the bidders and salient points in NIC CPP Portal	11-14	04
5	General Terms & Conditions (Annexure X)	15-20	06
6	Special Terms and Condition- Money Exchange Facility(Annexure-Y)	21-24	04
7	Declaration (Annexure A)	25-26	02
8	License Agreement & Schedule of Premises	27-31	05
9	Bank details for EMD remittance through RTGS/NEFT	32	01
10	Letter for Acceptance of AAI's E-Tender conditions (Annexure B)	33	01
11	Declaration -(Annexure-C)	34	01
12	Form of Bank Guarantee	35-37	03
13	Checklist	38	01
14	Location map	39	01

SIGNATURE OF ISSUING AUTHORITY  
DATE:

**AIRPORTS AUTHORITY OF INDIA  
CALICUT INTERNATIONAL AIRPORT**

**NOTICE INVITING SHORT E-TENDER**

Web portal - <https://etender.aai.aero/irj/portal>

1. E-Tenders in the prescribed manner are hereby invited for granting license for the following:

Name of facility	Location	Earnest Money Deposit	Minimum Reserved License Fee (MRLF) (excl. taxes)
License for operating Money Exchange Counter	International Departure Hall/ Check in Area	Rs.8,15,400/-	Rs.22,65,000/-PM

Notes:-

- (i) Offer below MRLF will not be considered for award.
  - (ii) The License has to pay space Rent at Special rate of Rs.25,278/- Per Sq.m Per Month for 2017-18. This is rate subject to compound escalation @10% on every April.
  - (iii) The quoted License fee is subject to 10% annual compound escalation.
  - (iv) The successful tenderer is liable to pay all Taxes, Cess etc. applicable at the rates declared by Govt. of India/State Govt. / Local Self Government from time to time.
  - (v) The location map (not to scale) is attached.
2. The period of License for the facility shall be 03 (Three) years.
3. The parties fulfilling the following criteria are eligible to participate in the tender:-
- a) The prospective Agencies / Banks should possess minimum experience of 5 years of operating the money exchange counters and should possess the valid license from RBI for conducting the money exchange business.
  - b) The tenderer should possess minimum experience of operating 15 branches/ counters in India and /or abroad.
  - c) Minimum Annual Turnover of Rs.25 crores is required.
  - d) Provided that upon the award of contract, the successful tenderer should produce a valid license from Reserve Bank of India for carrying out the Money Exchange business at the airport before commencement of the license.
4. Only one tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.

5.

**(a) Any party; a company or a firm or an individual falling under the following category is not eligible to participate in the tender:-**

(i) De-barred/black listed by CBI or AAI or Undertakings/Departments like; Railways, Defence, or any other Department of Govt. of India, State Govt.

(ii) Parties facing cases/action under AAI Act 1994 as amended by Act 43 of 2003 or under PPE Act initiated by AAI.

(iii) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues.

(iv) If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or Sole Proprietor and any of the Directors/ Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority.

(v) If any raid/seizure/search has been carried out and/or pending by a regulatory authority in respect of the license granted by AAI in any of the airport premises either against the party and/or any member of the consortium or against the party/its associates or against any of the directors/managers/employees.

**(b) Details as above are to be furnished. If all or any of the conditions are not applicable, the following declarations are to be submitted:- (STRICTLY AS PER FORMAT)**

(i) I/We have not debarred/black listed by CBI or AAI or Undertakings/Departments like; Railways, Defence, or any other Department of Govt. of India, State Govt.

(ii) I/We am/are not facing cases/action under AAI Act 1994 as amended by Act 43 of 2003 or under PPE Act initiated by AAI.

(iii) I/We am/are not a party either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues.

(iv) I/We am/are the Sole Proprietor / Partner/Director ..... (Name of Sole Proprietorship)/ ..... (Name of partnership firm)/ ..... (Name of Company) am/are not a Sole Proprietor/Partner/Director of any other Sole Proprietorship/Partnership/Company having established business with AAI and has outstanding dues payable to the Authority.

(v) I/We declare that no raid/seizure/search has been carried out and/or pending by a regulatory authority in respect of the license granted by AAI in any of the airport premises either against me/us and/or any member of the consortium or against me/us/associates or against any of the directors/managers/employees.

6.

- (a) Tender documents indicating full details of the license can be seen at AAI website [www.aai.aero](http://www.aai.aero) or [www.airportsindia.org.in](http://www.airportsindia.org.in) or <https://etenders.gov.in>
- (b) The tendering process is online through AAI e-tender portal URL Address <https://etender.aai.aero/irj/portal>
- (c) The bids shall be submitted on the AAI e-tender portal only.
- (d) The bids will not be accepted in any other form.
- (e) Tenderers are advised to get themselves acquainted with the requirement for e-tendering at AAI e-tendering portal mentioned above.
- (f) Clarification needed, if any may be sent through e-tendering portal only.
- (g) Technical clarifications are to be taken from the e-tender support team (details given).

7. Cost of e-tender amounting to **Rs.15,000/- (Rupees Fifteen thousand only), non-refundable, is required to be paid offline by Demand Draft in favour of Airport Director ,AAI, Calicut International Airport payable at CALICUT.**

8. E-bids shall be submitted in two bid system as follows:-

- (i) Technical e- bid - Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information / guidelines of Notice Inviting Tender.
- (ii) Financial e- bid - As required under clause 4 of general information / guidelines of Notice Inviting Tender.

#### 9. Critical dates

S.No.	Activity	Date	Time in IST
(i)	Download of tender document from e-tender portal	<b>From 08.03.2018 to 27.03.2018</b>	<b>1130 hrs.</b>
(ii)	Online submission of bids (Technical as well as financial) on e-tender portal	<b>Up to 27.03.2018</b>	<b>1200 hrs.</b>
(iii)	Opening of technical bids	<b>28.03.2018</b>	<b>1230 hrs.</b>
(iv)	Opening of financial bids	Date & time of opening of financial bids shall be intimated subsequently to the technically qualified bidders only.	

10. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

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

AIRPORT DIRECTOR  
CALICUT INTERNATIONAL AIRPORT

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## GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. Following bids shall be submitted only through e-tender portal by the bidder/tenderer:-
  - (i) The technical bid through e-tender portal.
  - (ii) The financial bid through e-tender portal.
3. The Technical Bid which will be opened first, shall contain the following documents specified as under **(Bidders shall upload scanned copy of the documents in .pdf format in a single Zip file to reduce space and downloading time) :-**
  - a. Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
  - b. Self-Attested copies of the PAN card, Sales tax registration (VAT in States it has become applicable) and Service Tax Registration. **In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission will not be considered as exemption.** AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
  - c. Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
  - d. Self-Attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by laws in case of co-operative societies.
  - e. Declaration of cases/action under AAI Act 1994 as amended by Act 43 of 2003 or under PPE Act initiated by AAI (NIL statement also be filed).
  - f. Earnest Money Deposit (EMD) of **Rs.8,15,400/-** (Rupees Eight lakhs fifteen thousand four hundred only) will be accepted offline, in the form Demand Draft drawn in favour of Airport Director, Airports Authority of India, payable at Calicut Airport. EMD in any other form will not be accepted.

Tenderers are not required to contact any AAI employee or submit any documentary evidence of submission of EMD via bank Transfer (BT) in the form of RTGS/NEFT to any AAI employee during the process of the tender. In no scenario the tenderers are required to submit/contact any AAI employee for physical submission of any documents before opening of the bids. **The EMD is to be remitted sufficiently early. The tenders of the bidders who fail to submit the EMD shall be rejected.**

g) **No Dues Certificate (NDC)**

- (i) The party should submit details of current and closed contracts at AAI airports and that of disputed and undisputed dues along with details of Security Deposit and the mode of SD.
- (ii) Party should submit NDC issued from all airports under the control of AAI.
- (iii) Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party.

- (iv) Certificate up to the month immediately preceding the date of opening of technical bid is to be submitted.
- (v) **Disqualifying Conditions**
- (aa) Undisputed dues (including interest on delayed payments) exceeds one month's license fee in each contract.
- (ab) Dues (undisputed) exceed available security deposit (for each contract considered separately).
- h) Form of Declaration (**Annexure A**). **Tenderer should download the form, fill it, sign it and then upload along with technical bid documents.**
- j) Form of unconditional acceptance duly signed (**Annexure-B**) **Tenderer should download the form, fill it, sign it and then upload along with technical bid documents.**
- k) Copies of other relevant documents.
- l) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI.
- m) Documentary evidence for Experience criteria claimed.
- n) Details as per 5(a) of NIT and/or declaration as per para 5 (b) (i), (ii), (iii), (iv) & (v) of NIT.

**Important: AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of financial bid. It may clearly be noted that the tender not accompanied by the required documents shall not be considered.**

#### **4. Financial Bid**

a) The financial e-bid should be in the prescribed format available at AAI e-tendering portal.

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

c) The following shall also form part and parcel of financial e-bid to be submitted by the tenderer :-

I / We have carefully read and understood the terms and conditions of the license as contained in Tender Document issued by the Airports Authority of India (AAI) including the following :-

i) Earnest Money Deposit of Rs. 8,15,400/- is liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within prescribed time.

ii) On account of non-acceptance of award or on account of non-completion of tender conditions within the prescribed time, I/We shall be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of one (01) year.

iii) In case the documents submitted by my/our firm along with tender are false / incorrect, the tender of my/our firm will be liable to be rejected by giving reasons. In

addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further tenders of AAI for a period of three (03) years.

- iv) If the licensee does not operate the license up to 50% of the contract period then party is liable to be debarred for next one year.
- d) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- e) AAI does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the service at the rate quoted.
5. a) A sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision.
- b) In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contracts in AAI.
- c) In case of Companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage. As regards experience document submitted by Subsidiary or Holding company, it is stated that since the consolidated balance sheet is the accounting relationship between the holding company and the subsidiary company, showing the combined assets and liabilities of both companies, the experience submitted by a subsidiary company of its parent company and vice versa should be considered for experience purpose.
- d) In case a Foreign Company and its wholly owned Indian subsidiary (WOS) company are participating in the same tender then a disclosure to be made during the application stage. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
- e) Wherever Lead member having majority share has submitted the experience documents of its Joint Venture Company (SPV) the same could be considered for the purpose of experience.
6. Tenderer(s) should clearly indicate the name & address of their Firm/Company/ Individual, as the case may be, on both the Envelope and should clearly indicate the name of the facility for which tender(s) have been invited.
7. Successful tenderer has to complete the following formalities:
- (a) Acceptance of the offer within **10 days** from the date of the award letter.
  - (b) Payment of Advance License Fee for one month within **15 days** from the receipt of the Award Letter.
  - (c) The licensee shall deposit an amount equal to **four (04) months of Final Year** License fee as a Security Deposit in the form of Demand draft/Pay

order/Bank Guarantee from a Nationalized/Scheduled Bank in favour of **Airports Authority of India payable at Calicut/Kondotty** within Fifteen (15) days from the date of the award letter.

- (d) Payment of Security Deposit for electricity/water / telephone etc. (The amount of SD will be conveyed along with award letter).
- (e) Execution of Agreement within **15 (Fifteen) days** and
- (f) Commencement of the facility within permissible gestation period.

8. Tender(s) shall remain valid for a period of 180 days from the date of opening of the e-technical Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of AAI.

9. **Gestation period of 30 days** or actual commencement of the license whichever is earlier from the date of award will be permitted. The billing will start accordingly. The party has to mention the required gestation period in the acceptance letter. For cases of all the licenses that have been extended or the license is bagged by the same party and the subsequent award letter is ipso facto extension of the license as far as the period is concerned, no gestation period will be granted. For the original area/facility, the license is deemed to have continued from the last date of the last license.

10. If the period of commercial contract is more than three years the revision of license fee will be subject to review after three years.

11. Space rent is applicable as per Para 1(ii) of NIT. Utility/facilitation charges @ 10% of normal space rent shall be payable. The successful licensee is also required to pay electricity, water charges etc.

12. The tenderer(s) shall give the list of his near relatives\* employed in AAI. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives\* of AAI employees.

13. The tenderers shall submit the details of their bank account (Number, Nature of A/c, Name of Bank, IFSC Code, MICR Code, Swift Code etc.) for creation of customer master in AAI records, along with tender documents.

14. The tenderers shall submit the details of authorized signatory for signing various documents. They should also submit the address of their Registered office and Address for communication including contact telephone/mobile no. Fax no., e mail id etc. clearly, along with the tender documents.

15. All the pages of the documents serially numbered and signed by the authorized signatory shall be uploaded in a single zip file.

### **Debarring Provisions**

16. (a) If the party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the license is

liable to be terminated by AAI and the EMD received will be forfeited. The party will also be debarred from participating in any tender or AAI for a period of one year.

(b) If any license is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.

(c) If at any stage, AAI finds that the party had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for three years for participation in AAI tenders.

(d) If the licensee does not operate the license up to 50% of the license period then the party is liable to be debarred for next one year.

17. **Exit Clause**

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

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

c) **Termination for convenience:** Either party, AAI on one part and the licensee on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original license. The period of 6 months will be reduced to 4 months if the license period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period

remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.

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

Exponential Penalty on licensees@ double the license fee per month in the form of damage charges can be imposed on licensees unauthorizedly occupying the premises after expiry of license period.

18. All the above guidelines will form part & parcel of the Notice Inviting e-Tenders.

19. AAI reserves itself the right to extend the date of receiving / opening of the e-bids as well as to extend the validity of the e-tender.

20. AAI reserves right to reject any or all tender(s) in part or in full without assigning any reason.

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

**Signature of Tenderer**

**E-Tendering guidelines to the bidders**

<https://etenders.gov.in/eprocure/app>

1. For any technical related queries please call the Helpdesk. The 24x7 Help Desk Number 0120-4200462, 0120 - 4001002  
Note: - Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details. For any issues/clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120 - 4200462, 0120 - 4001002

Mobile: 91 8826246593

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

2. For any Policy related matter / Clarifications Please contact Dept. of Expenditure, Ministry of Finance. E-Mail: [cphp-doe@nic.in](mailto:cphp-doe@nic.in)
3. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)
  - a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).
  - b. Before submitting queries, bidders are requested to follow the instructions given in "Guidelines to Bidders" and get their computer system configured according to the recommended settings as specified in the portal at "System Settings for CPPP"
4. **E-Tendering Participation Requirements : Interested vendors willing to participate through e-tendering process are required to register themselves on the portal <https://etenders.gov.in/eprocure/app> portal. following the process given below:**

- 4.1. (i) For any technical assistant with regard to the functioning of the portal the bidders as well as AAI users may establish contact according to the escalation matrix as mentioned below: -

S. no.	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	011-24632950, Ext-3512 (6 Lines)	0800-2000 Hrs. (MON - SAT)

2.	Sh. Sanjeev Kumar, Jr. Exe.(IT)	After 4 hours of issue	<a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	011-24632950, Ext - 3505	0930-1800 Hrs. (MON-FRI)
3.	Mrs. S.Nita Sr. Mgr.(IT)	After 12 hours	<a href="mailto:snita@aai.aero">snita@aai.aero</a>	011-24632950, Ext- 3523	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 3 days	<a href="mailto:gmit@aai.aero">gmit@aai.aero</a>	011-24657900	0930-1800 Hrs. (MON-FRI)
5	Manager (Comml)	----- -	<a href="mailto:coml_cl@aai.aero">coml_cl@aai.aero</a> ; <a href="mailto:bvr Rao@aai.aero">bvr Rao@aai.aero</a>	0483-2719410	0930-1800 Hrs. (MON-FRI)

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

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

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### **Salient points about NIC CPP Portal**

1. The bidders should enroll in <https://etenders.gov.in> to carry out the procurement activities.
  - a. Bidders have to enroll themselves to the portal by following the bidder's guide for enrollment to the portal.
2. Entry will be through two factor login i.e. User id & password followed by the login through DSC.
3. Portal allows multi- cover tenders, Limited Tender, Offline payment (Tender fees, EMD) and online bid submission and other important clauses as necessary.
4. 2-BOT: First cover (Fees, Pre-Qualification, Technical bid), second cover is Financial bid.
5. Last date/time of sale of tender and last date/time of submission of tender are same by default.
6. Only first-cover and financial -bid cover opening dates can be published. System generated e-mail/SMS shall be sent to bidders only at the time of first-cover opening and financial-bid opening. However, accept/reject message to bidders at various stages goes by SMS/E-mail. Bidder is informed by mail/SMS about the result after every level of evaluation.
7. The date for receiving clarifications can be extended by giving corrigendum only if the submission start date and time is not crossed/over.
8. The bidders can see the recommendations after every stage under "tender status" bringing in transparency in the procurement process.
9. Bidders can resubmit the bid any number of times. Bidder can also withdraw the bid.
10. Award of the contract can be viewed under "Results of the tender" in the site.
11. BOQ Template selection should be properly done as per the tender requirement. BOQ Template can be selected on the basis of following points:
  - (i). Item Rate BOQ Template
    - a. This BOQ may be used, where department is carrying out overall value based Evaluation as well as bind the vendor to quote each and every item.
    - b. From contractor/ bidder side, this BOQ receives only Bidder Name and Basic/ Unit rate ("Inclusive of all Taxes" or "Exclusive of all Taxes") in M Column only. Formula has to be applied on BA Column. Price comparative statement shall be calculated based on BA Column.
    - c. Using this sheet, system generates comparative chart indicating H1, H2..., H (n) against each item as well as on overall value.
  - (ii). Item Wise BOQ Template
    - a. Item wise BOQ may be used where department is carrying out Item Wise Evaluation.
    - b. Always get Basic /Unit rate in M column only.
    - c. Always get Total Amount without Tax in BA Column only. i.e. Qty. X Basic Price.
    - d. Always get Total Amount with Tax in BB Column only.

- e. Using this sheet, system gives comparative chart on L1 (With Tax and Without Tax both) based on item wise as well as overall value.
- (iii). The details regarding other BOQ Templates (i.e. Percentage BOQ, Item Wise BOQ open for L1/H1, Item Wise Form Based BOQ, BOQ Mixed Template, BOQ Multicurrency Template) is available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/>
12. Web-learning session on CPPP and the monthly calendar of web-learning session is available at <https://eprocure.gov.in/cppp/trainingdisp>
13. Utmost care needs to be taken while DSC mapping in CPPP. User's -id should be mapped with his/her own DSC. In case, somebody's DSC is mapped with some other user-id, it cannot be reverted back.
14. For any other queries refer to FAQ <https://etenders.gov.in/eprocure/app;jsessionid=8A3ED198A88B9B9373FF273CFBC8AE80.cppsugep1?page=FAQFrontEnd&service=page>
15. It is recommended to upload the drawings in .dwf format. Auto Cad DWF Viewer is an Open Source software available on <http://usa.autodesk.com/design-review>.
16. Revised Circular and guidelines on reverse/forward auction are available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/Reverse%20Auction%20Guidelines/>

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**GENERAL TERMS & CONDITIONS**

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said Airport ground subject to such rules and regulations and may be imposed by the lawful authorities of the airport ground.
2. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any unlawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the Licensee under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent, similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the Authority who should invariably acknowledge the notice.
  - a) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as herein before otherwise provided, all notice to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and power of the said Airport Director in respect of the airport under his charge.
5.
  - a) The Licensee shall not, unless with the written consent of the Authority create a sub-license of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
  - b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulation of the Shops and Establishments Act, Factories Act, Industrial Disputes Act, Minimum wages Act and provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.
7.
  - a) The Licensee shall Indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.

b) The Authority shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.

8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulation with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, the Airport in-charge shall have powers to get the premises cleared at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default up to 7 days and thereafter Rs. 1000/- per day and can take other actions including termination of the License.

The name boards of the facility shall be made matching with the ambience of the building.

9. The Licensee shall comply with the requirements of all standard health clauses including those given below:

a. The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc, used by the Licensee.

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

c. The Licensee shall notify to the Airport health Officer whenever any person working under him is suffering or suspected to be suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.

d. The Licensee or his agents and servants shall not without consent of the Airport Health Officer, interfere with, injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

e. The Licensee, his agents and servants shall not abuse the water source and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.

g. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of Licensee in complying with either of these conditions specified in the foregoing sub-clauses (a) to (e), the Authority will be entitled and be at liberty to determine the License forth with and resume a possession of the premises without payment of any compensation under or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.

10. The Licensee shall employ only such servants as shall have good character and well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all

servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all person employed by him verified by the police to the satisfaction of the Authority, before the employment.

11 a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the Licensed premises) of minimum a 2.5 Kg CO<sub>2</sub> fire extinguisher in the licensed premises at his cost before commencement of business.

b) No wooden partition / inflammable materials shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop/office premise shall be as per the specification given by AAI and to be got approved by AAI in advance.

c) License shall not use a naked light or cause or permit any such light to be used in the licensed premises.

12. The Licensee shall not damage the premises or any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.

13. The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.

14. a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.

b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal / licensed premises.

The Licensee will, during the continuance of this License insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.

15. In the case of such breach of the terms of this License as minor offenses and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the Licensee.

16. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.

17. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices / fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and there upon the Licensee shall sell only at the price to fixed by the Authority and he / she shall also be liable to refund to any customer any amount in excess of the price so fixed.

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

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

20. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by Airport Director of the Authority.

21. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event, However , rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.

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

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

24. The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the Terms & Conditions

of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation / bargaining will be entertained.

25. On expiry of the License period or on termination of the License by the Authority on account of any breach on the part to of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installation, if any, provided by the Authority. Further, Licensee shall remove his / their goods and other materials from the Premises immediately, failing which Authority reserve its right to remove such good / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventually.

26. The license herewith granted shall not be construed any way as giving or creating any other right or interest in the said space / building / land / garden / tank / premises to or in favour of the Licensee but shall be construed to be only as a License in terms & conditions herein contained.

27. The authority, its servants and agents shall at all times have the absolute rights of entry into the said premises.

28. The provision of AAI (Amendment) ACT 2003 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act including taking action against unauthorized occupants as per the detail below:-

Sl. No	Designation of the officers	Categories of Public Premises and local limits of jurisdiction
1	Regional Executive Director/ Airport In-charge/Official having charge of the Airport/region	Airport premises/land belonging to leased or taken on lease by and under the local limits of airport or the establishments of AAI.

29. (a) All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under which are now enforce or which may hereafter come into force are applicable) or the premises of AAI Amendment Act 2003 for taking action against unauthorized occupants are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee(DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member of the Authority. The Award of the Arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act, 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative.

It will be no bar that the arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

29. (b) The licensee(s) undertake to pay the full amount of license fee/ dues regularly as per the award/agreement and perform all the covenants of the agreement even he/they

have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.

29. (c) The case shall be referred to the Sole Arbitrator by the Chairman/Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

29. (d) Similarly, before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the Disputed amount with AAI and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

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

30. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.

31. (a) Airports Authority of India, Calicut Airport is ISO9001:2008 certified for its Quality Management Systems and ISO 14001:2004 certified for its Environmental Management Systems. Therefore, the Licensee should comply with the requirement of Environment Management Systems by conserving energy and water; control of noise, water and air pollution by better effluent management, better management of solid and hazardous wastes, and complying with Pollution Control Laws and Rules in force, Instructions issued by the AAI in this regard, and by promoting an environmental awareness among their employees.

(b) The Licensee shall ensure quality in the services provided by him by ensuring that the services are user friendly, responsive to the suggestions of the users, conform to the general standards of similar services available to the users outside the airport, and there should be continuous improvement in the services provided by the Licensee.

(c) Any non-compliance to the to the instructions issued by the Airport Director, AAI, Calicut Airport with regard to 31 (a) and (b) above shall be deemed to be considered as non-compliance of the terms and conditions of the Agreement, and shall be dealt with accordingly."

SIGNATURE OF LICENSEE

**SPECIAL TERMS AND CONDITIONS -MONEY EXCHANGE COUNTER**

1. The licensee shall abide by all the Rules and regulations as stipulated by the Government / Regulatory Bodies, and all Exchange Control Regulations.
2. The Counter should be fully computerized from the day 1 of its operation. The operation of the Forex Counter at the Airport will be limited to Sale and Purchase of foreign currency notes and Travelers Cheque and drawings under International Credit Cards.
3. The licensee shall be permitted to operate the counter at the designated location only. The prevailing Exchange Rates of various currencies as stipulated by the regulatory agencies or at the rates as determined by the Market conditions shall be displayed prominently in the counter.
4. The detailed records of Transaction are to be recorded and maintained in the counter. Valid receipts/ vouchers should be issued for every transaction. The counterfoil of such receipts and the transaction details should be produced to the authority on demand.
5. The authorized representatives should be allowed to transact Money Changing business on behalf of the Licensee. A list of authorized representatives giving their full name and the designation along with their specimen signature should be submitted to the authority.
6. The Licensee will not be permitted to canvas/issue of pamphlets in the airport premises. All the Activities are to be constrained within the allotted space. If anybody (Licensee or his/her employees) found indulging in such activity, action shall be initiated against the person and the Licensee as per the policy of the Authority.
7. The Licensee shall deal with all the passengers/ visitors with extreme courtesy and caution and any complaints from public about the misbehaviors of Licensee or his/her employees shall be construed as grounds for non-performance.
8. The Licensee shall issue the proper cash bills to the customers on account of any purchases. Provision should be made to accept the International Credit/Debit Cards in the counter.
9. The Licensee shall abide by all the Terms and Conditions of the agreement and the instruction issued from time to time.
10. The Licensee should not charge more than 2% Service Charge..
11. Gestation period of 30 days or actual commencement of commercial operation whichever is earlier, will be permitted.
12. The successful tenders must necessarily operate the contract for a minimum 50% of the total period of the contract failing which the licensee may be debarred from participating in any tender in AAI for a minimum period of I year.

13. The licensee shall not unless with the written consent of the Authority, create a sub contract of any description with regard to this license or any part thereof nor shall be, without such written consent as aforesaid, assign or transfer this license to any part thereof.
14. Licensee shall pay rates, assessments, outgoing & other taxes (Inclusive of Service tax), whatsoever in respect of the premises leased to them. Violation of the provision of laws as well as terms & conditions of lease will be a tantamount to the breach of contract which may invite legal action against the licensee. The licensee shall also furnish their Service Tax registration number.
15. The Licensee shall pay all charges towards consumption of electricity, water charges as applicable from time to time. The Licensee shall also pay the utility/facilitation charges as may be due & determined by the authority and at the rates fixed by it from time to time, which is 10% of Space License Fee.
16. The successful tenderer(s) shall operate the facility throughout the operational hours of the Airport.
17. The successful bidder shall set up and maintain the stall in international standard matching with the aesthetic design of the Airport, at their own cost. The plan and design shall be got approved by AAI in advance before setting up the stall.
18. The premises shall be used by the Licensee only for the purpose of providing the said facility and for no other purpose what -so-ever. No advertisement should be displayed by the Licensee in the premises.
19. The Licensee shall employ well groomed persons with pleasing personality and communication skills. They will display utmost courtesy towards the customers. The employees while on duty at airport should be in the AAI's approved uniform provided by the licensee at the licensee's cost and should wear the identity cards along with name badges.
20. A complaint register shall be kept at the counter, which shall be made available to the public on demand to record their complaints/suggestions.
21. No soliciting or canvassing of the business shall be done by the licensee.
22. No modification/renovation/erection work should be carried out without prior approval of Airport Director.
23. The charges for issuance of PIC etc., if any , shall be borne by the licensee.
24. On account of unsatisfactory performance such as not maintaining the quality in providing service/facility, etc, the penalty of Rs.500/- per default shall be imposed.
25. AAI reserves to itself the right to shift the operations among ITB & DTB or Arrival & Departure, or close/reduce any area for modification/works/ due to

Security/Operational requirement and the Licensee is not entitled for any reduction in License fee.

26. The employees engaged by the Licensee will be paid as per the norms by Minimum Wages act, and follow the rules and regulations relating to Labour Act, ESI,PF etc., and all applicable statutory laws.
27. The authority shall have right to demand and inspect the accounts of the licensee relating to the business and licensee shall furnish to the Authority such information and books as may be demanded by the Authority from time to time.
28. Gestation period of 30 days from the date of award letter, or actual commencement of commercial operation, whichever is earlier will be permitted, upon specific written request from the Licensee. Gestation period will commence from the date of award letter. If no gestation period is requested by the Licensee or granted by AAI, billing shall commence from 31<sup>st</sup> day of award letter.

#### **29. Exit Clause, Dispute Resolution, Arbitration & Litigation**

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

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

c) **Termination for convenience.** Either party, AAI on one part or the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly the notice given by the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is

**less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.**

**d) Termination for regulatory/legislative or supervisory requirements.**

**If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment. No compensation is payable by AAI.**

**Exponential Penalty on licensees @ double the licence fee per month in the form of damage charges can be imposed on licensees unauthorizedly occupying the premises after expiry of contract period.**

Annexure ADECLARATION

(TO BE DOWNLOADED, FILLED, SIGNED &amp; UPLOADED ALONG WITH TECHNICAL DOCUMENTS)

1	Tender For	License for Operating Money Exchange Counter inside International Departure Hall-Check in Area		
2	Period of License	3 YEARS		
3	Minimum Reserve License Fee Per Month (in Block Letters) *	<b>Rs.22,65,000/- (RUPEES TWENTY TWO LAKHS SIXTY FIVE THOUSAND ONLY) PER MONTH</b>		
4	Name & Address of the Tenderer (in Block Letter)	PHONE NO:                      FAX NO: MOBILE NO:                      e.mail		
5	Status of the Tenderer (Proprietorship/ Partnership/limited Company)			
6	Name(s) of Proprietor/Partners/ Managing Director as the case may be, to be indicated	S.No	Name	Status
7	Offer of License Fee per month for the first year. Beyond one year period of License, the amount of quoted License Fee shall be compounded by 10% every year.	<b>TO BE FILLED IN THE E-TENDER PORTAL ONLY.</b>		

8. I/We have carefully read and understood the terms and conditions of the License as contained in Tender Documents issued by the Airports Authority of India including the following:

(a) Earnest Money Deposit of Rs. 8,15,400/- (Rupees Eight lakhs fifteen thousand four hundred only) is liable to be forfeited by AAI, if on award of License, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within the prescribed time;

(b) On account of non-acceptance of award or on account of non completion of tender conditions within the prescribed time, I/We shall be debarred by AAI for further

participation in the tenders at its Airports or at any other place under the control of AAI, for a period of three years;

(c) In case the documents submitted by me/our firm along with tender are found inadequate/false/incorrect, the tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its rights to forfeit the EMD of me/our firm and debar my/our firm participation in the further tender of AAI;

9. AAI reserves itself the right to reject the conditional offer without assigning any reason thereto;

10. The AAI does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the service at the rate quoted;

Signature of the Tenderer\_\_\_\_\_

Name \_\_\_\_\_

Status \_\_\_\_\_

Address \_\_\_\_\_

-----

Telephone No: (Office)\_\_\_\_\_(Residence)\_\_\_\_\_

FAX No. \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_ Signature: Name & Address

2. \_\_\_\_\_ Signature: Name & Address

**SIGNATURE OF THE TENDERER**

(SPECIMEN ONLY)

LICENCE AGREEMENT**Sub: Money Exchange Counter Inside International Departure**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_ between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its Corporate Office at New Delhi and Offices at all the Airports in India represented by Airport Director 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 *Licensee* (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to grant License at its Calicut International Airport for the purpose of operating **Money Exchange Counter** so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the Plan annexed to this Agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to the Authority on the Terms and Conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the License.

NOW, THEREFORE, this indenture witnesseth:

2. That the License for the said facility shall be valid for the period of 6 (Six) months \_\_\_\_\_ to \_\_\_\_\_ extendable by another 6 (Six) months unless terminated earlier on account of following :-

- a) By giving **30 days** notice in writing from either side without assigning any reason;
- b) Terminated by AAI on a short notice on account of un-satisfactory performance;
- c) Termination of expiry of the specified time period allotted for unresolved internal dispute resolution.

3. That in consideration, Licensee shall pay the Authority every month in advance by way of license fees on or before 10<sup>th</sup> day of English Calendar Month as under:

4. That in addition to the above said licence fee, Licensee shall pay all charges including consumption of electricity and water; as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill (s). The Licensee shall have to provide his own meter(s) for the

purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

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

6. That the Licensee shall make payment of licence fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of licence fee etc.

7. That in the event of failure to pay the license fee and other charges by due dates, simple interest @ 12% per annum be payable, on all delayed payments without prejudice to the Authority's other rights and remedies.

8. That the Licensee shall deposit a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) i.e., an amount equal to ----- months license fee as "Security Deposit" in the form of Demand Draft/Pay Order/Bank Guarantee from a Nationalised / Scheduled Bank in favour of Airports Authority of India, payable at Calicut/Kondotty within Fifteen (15) days from the date of the award letter. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

9. That the Licensee shall deposit in cash/DD/Pay Order Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) as Security Deposit towards Electricity Charges.

10. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

11. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales affected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

12. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.

13. That Authority shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.

14. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.

15. That licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.

16. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give him alternative premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the Licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

17. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.

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

19. In the event of any default, failure, negligence or breach in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the License agreement, the Authority will be entitled and be at liberty to determine the License forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.

20. The Authority and the Licensee further agree that they are bound by the General Terms & conditions as well as Special terms & Conditions respectively annexed hereto which form part & parcel of the license agreement.

21. The tender documents and award letter / letter of intent issued in favour of successful bidder shall also form part and parcel of the license agreement.

SIGNED BY \_\_\_\_\_, AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA, CALICUT AIRPORT, FOR AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF:

Witnesses:

- 1.
- 2.

SIGNED BY (Name & Designation) FOR AND ON BEHALF OF (Full Office Address) IN THE PRESENCE OF.

Signature :  
Office Seal :

Witness:

1. Sign, Name & Designation, Office Address
2. Sign, Name & Designation, Office Address

**SCHEDULE OF PREMISES**

- |    |                 |   |
|----|-----------------|---|
| 1. | Space measuring | 10 Sq.mtrs                                      |
| 2. | Location at     | International Departure Hall Near Check-in Area |
| 3. | Purpose         | Money Exchange Facility                         |

**Signature of Tenderer**

**FOR SPEEDY REFUND OF EMD PLEASE FURNISH THE FOLLOWING BY THE PARTICIPATING AGENCIES**

**BENEFICIARY DETAILS FOR ECS/RTGS FUNDS TRANSFER**

01.	BANK ACCOUNT NO.	
02.	BANK NAME, BRANCH NAME & FULL ADDRESS	
03.	BANK MICR CODE	
04.	NAME OF ACCOUNT	
05.	BENEFICIARY NAME & ADDRESS	
06.	IFCS CODE (For RTGS fund transfer)	

Note: Kindly enclose copy of your cheque.

(Beneficiary's Name & Signature)

Place:

Date:

Annexure B

TO BE SUBMITTED WITH TECHNICAL BID

ACCEPTANCE LETTER

To  
The Airport Director,  
AAI,  
Calicut International Airport

ACCEPTANCE OF AAI's TENDER CONDITIONS

Sir,

1.The tender documents for the facility have been read and understood by me/us and I/we hereby certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

2.I/we hereby unconditionally accept(s) the tender conditions of AAI's tender documents in its entirety for the above facility.

3.The contents of Clause-10 of Notice Inviting Tender of the Tender documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.

4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI.

**1. The required earnest money deposit for this facility is enclosed herewith.**

Yours faithfully,

Date : \_\_\_\_\_

Signature of the Tenderer :

Name :

Status :

Address :

Tele.No.(Office) :

(Residence) :

Fax :

E-Mail :

Annexure-C

## DECLARATION

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

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

Sl.	Airport Name	Facility/ Contract	Contract Period (From - To)	Details of Security Deposit	Dues (disputed & undisputed)
1					
2.					

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

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

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

Signature with Seal

Page 34 of 39

B Venkateswara Rao, Manager (Commercial)

**FORM OF BANK GUARANTEE***(To be executed on Non-Judicial Stamp Paper of Rs.200/- by the successful tenderer)*

WHEREAS by a license agreement dated \_\_\_\_\_ made between AIRPORTS AUTHORITY OF INDIA, the licensor (hereinafter called "the AUTHORITY) of the one part and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "the licensee") of the other part, the authority has granted to the licensee the license for operating the \_\_\_\_\_ Complete name & place of work) and the license fee and royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said license agreement.

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

6. This guarantee shall be valid till \_\_\_\_\_ and you have the right to encash this guarantee upto \_\_\_\_\_ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- I. Our liability under this guarantee shall be limited to a sum of \_\_\_\_\_ during the currency of the license and 3 months thereafter.
- II. This bank guarantee shall be valid upto \_\_\_\_\_ and you have the right to encash this guarantee up to 90 days from the said date.
- III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before \_\_\_\_\_.

For Bank name

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

Witnesses:

**Letter of understanding from the Depositor to Bank to be submitted alongwith Bank Guarantee to Airports Authority of India**

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

Sub:- My Bank Guarantee bearings No. .... Dated .....for  
Rs..... issued in favour of Airports Authority of India.

Sir,

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

I hereby authorize the Airports Authority of India in whose favour the deposit is made to encash / close the subject Bank Guarantee before maturity / on maturity towards adjustments of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place:

Date:

**CHECK LIST**  
**(TO BE FILLED AND ATTACHED ALONGWITH THE DOCUMENTS)**

S No	Particulars of documents	Whether submitted	If submitted, Page nos.
1	Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.		
2	Self attested copies of the PAN card, Sales Tax Registration Certificate (VAT in States it has become applicable), Service Tax Registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect.		
3	Copies of (duly audited and certified by a Chartered Accountant) Profit & Loss Account/ Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a Company as per companies Act.		
4	Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of Partnership Firm and approved by-laws in case of co-operative societies.		
5	Self declaration of dues - the details of contracts held (Current and past) at all AAI controlled airports and offices and details of disputed and undisputed dues thereon along with the details of Security Deposit and mode of Security Deposit.		
6	No Due certificate from AAI in respect of all airports under its control.		
7	Form of declaration (Annexure A) duly signed		
8	Form of unconditional acceptance (Annexure B) duly signed.		
9	Declaration giving the particulars of contracts undertaken by the party at different stations of AAI.		
10	Details as per 5 (a) of NIT		
11	Declaration as per clause-5(b)(i),(ii),(iii),(iv)&(v) of NIT		
12	Documentary evidence for experience criteria.		
13	Declaration of near relatives		
14	Details of Bank account		
15	Name and address of Authorized Signatory, Registered Office and address for Communication		
16	All the pages are serially numbered and signed by the authorized signatory.		

### LOCATION MAP (Not to scale)

