



AIRPORTS AUTHORITY OF INDIA

E-Tender for
Licence for Operating Retail Outlet for Handicrafts items in
SHA Ground Floor at Civil Airport, Jammu

Prepared By:

Approved By:

COST OF E-TENDER DOCUMENTS – (Non-Refundable)**Rs.5,000/-** (Rupees Five Thousand only) inclusive of all taxes**E-Tender reference No. AAI/JU/COMML/1361****E-Tender ID. 2018_AAI_11753_1****Subject:- Licence for Operating Retail Outlet for Handicrafts Items in SHA (Ground Floor) at Civil Airport, Jammu**

Sr. No.	Particulars	Page No.	No. of Sheets
1.	E-Tendering guidelines to the bidders	3	1
2.	Notice Inviting E-Tender	4-7	4
3.	General Information & Guidelines	8-13	6
4.	Licence Agreement	14-17	4
5.	Schedule of premises	18	1
6.	Annexure 1 - Sketch Drawing of Area	19	1
7.	Annexure X - General Terms & Conditions	20-23	4
8.	Annexure Y - Special Terms & Condition	24	1
9.	Annexure A – for self Declaration of Dues	25	1
10.	Annexure B – for Outstanding dues certificate	26	1
11.	Annexure C -Unconditional Acceptance Letter	27	1
12.	Form of Bank Guarantee	28	1
13.	Letter of understanding from the depositor to Bank	29	1

(SIGNATURE OF ISSUING AUTHORITY)

"E-TENDERING GUIDELINES TO THE BIDDERS"

Airports Authority of India
भारतीय विमानपत्तन प्राधिकरण
 A Public Sector Undertaking – Miniratna - Category-1

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002

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

Tel: 0120-4200462, 0120-4001002.

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

2. For any policy related matter / clarifications please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

3. For any Issues / Clarifications relating to the publishing and submission of AAI E-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 <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

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

4. In case of any issues faced, the escalation matrix is as mentioned below:

SL. No	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2.	Sanjeev Kumar	After 4 Hours of Issue	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)
3.	S. Nita AGM(IT)	After 12 Hours	snita@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
4.	Jt. General Manager(IT)	After 24 Hours	ykkaushik@aai.aero	011-24651507	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

***The Helpdesk services shall remain closed on all 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 E-Tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI

S.No	Name	E-Mail Address	Contact No.	Timings
1	Harmanjote Kaur	commercial_jammu@aai.aero	0191-2439030 Extn. 103	0930-1730 Hrs. (MON - FRI)

**AIRPORTS AUTHORITY OF INDIA,
CIVIL AIRPORT, JAMMU.
NOTICE INVITING E-TENDER**

1. E-Tender in the prescribed form are hereby invited (online) for granting Licence for the following:

Name of Facility with its location	Earnest Money Deposit (Rs.)	Minimum Reserve Licence Fee (per month)	Cost of E-Tender
Licence for Operating Retail Outlet for Handicrafts items in SHA Ground Floor at Civil Airport, Jammu	Rs. 1,00,000/-	Rs. 1,31,700/-	Rs. 5000/-

Note:-

I. Offers below MRLF will not be considered for award.

II. The Quoted Licence fee against MRLF shall be subject to annual compound escalation @ 10% for subsequent years or as decided by AAI from time to time.

III. The Bidder quoting the highest amount, i.e. H-1, shall be awarded with the contract.

IV. The successful Bidder is liable to pay all Govt. Taxes including GST (presently @18%) applicable at the rates declared by Govt. of India / State Govt./ Union territory from time to time.

V. The successful Bidder shall also pay electricity water charges etc. during the Licence period.

VI. Gestation period of **30 (Thirty) days** or actual commencement of commercial operation whichever is earlier will be permitted. For cases of all the contracts that have been extended or the contract is bagged by the same party and the subsequent award letter is ipso facto extension of the contract as far as the period is concerned, no gestation period will be granted.

The gestation period will be counted from the date of issuance of letter of intent / award to the successful bidder. The licensee has to ensure all the compliances including security compliances within the gestation period itself. Claim for additional gestation period or rebate on account of any non-compliance by the licensee within the gestation period shall not be entertained by AAI at any stage.

VII. The area for the said facility shall be approx. **8.54 Sq.mtr in Security Hold Area in Ground Floor** or as decided by AAI. However, this would be subject to actual joint measurement of site.

VIII. The concessionaire shall be allowed to sell handicrafts items/ products only at the concession.

IX. The successful Bidder (licensee) has to ensure that the Police verification/antecedents verification of their employees as per guidelines of BCAS is available before applying for Airport Entry Passes in favour of their employees. Charges applicable for issue of Airport Entry Passes of their employees shall be borne by the licensee.

X. Compliance of prevailing Security norms etc. from time to time shall be ensured by the successful Bidder. For any information / clarification pertaining to prevailing Security norms and compliance thereof etc., Bidder are requested to please contact Security Directorate, AAI, Jammu and Bureau of Civil Aviation Security (BCAS), Jammu airport.

XI. The prospective bidder(s) / E-Tenderer(s) are requested to read / study all the terms & conditions of subject E-Tender document and may visit the site / airport to assess the feasibility of business potential and may satisfy themselves before participating in the E-tender. Request for reduction in Licence fee at any stage shall not be entertained by AAI.

XII. In order to get assistance from this office regarding visit of site / airport (i.e. **07 days** before the date of submission of bid), the Bidders are requested to please inform us at least **01 (one)** day in advance. The necessary arrangements in r/o visit of site / airport shall be taken care of by this office, if desired by the Bidders.

XIII. Special Terms and conditions shall be as per Annexure – Y.

2. The period of license shall be for **03 (THREE) YEARS**.

3. The parties fulfilling the criteria as per NIT are eligible to participate in the E-tender:-

a) The party should have minimum of **Two (2) years** experience in operating such / similar shops in a city mall, railway stations / terminus, ferry / ships terminals , bus terminus in mall cum parking lots of railway stations or bus terminus etc.

b) Parties having **Annual Gross Turnover** equal to or more than **Rs. 7,90,200/-** (Rupees Seven Lacs Ninety Thousand and Two Hundred only) in any of the previous 5 years (turnover details to be duly certified by chartered accountant), out of which **50%** should be from the relevant business as per above)

4. Only one E-Tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.

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

a) De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt. Deptt, Of Commercial at RHQ/Airports is to maintain records of such debarred/black-listed parties in consultation with Vigilance Deptt., at CHQ. In this regard, Deptt. of Vigilance at Hqrs. may forward an updated list to the Regions/Airports. A declaration to this effect is also to be obtained from the party submitting the E-Tender documents.

b) Parties facing action under PPE Act with AAI.

- c) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the E-Tender.
- d) If the entity participating in the E-Tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed in AAI E-Tenders.
- e) Ex-Licensee(s) / Existing Licensee(s) of AAI having outstanding dues in respect of the airports under Northern, Southern, Western, Eastern and North-East Regions as well as Airports viz. Chennai and Kolkata Airports except where the dues are pertaining to current month's Licence fee i.e the month of **June, 2018**. The disputed dues referred to an arbitrator for adjudication as per terms and conditions of the Licence agreement shall not form a part of outstanding dues for the purpose of the acceptance of E-Tender documents.

A declaration to these effects is also to be submitted by the E-Tenderers in the technical bid.

6. E-Tender documents indicating full details of the Licence can be seen in the E-Tender documents uploaded on the NIC CPPP E-Tendering Portal at etenders.gov.in
- The bids shall be submitted only on the NIC CPPP E-Tendering Portal(online) at etenders.gov.in
 - The bids shall not be accepted in any other form.
 - The E-Tendering process is online on NIC CPPP E-Tendering Portal at etenders.gov.in
 - E-Tenderers are requested / advised to get themselves acquainted for E-Tendering participation requirement themselves at NIC CPPP E-Tendering Portal at etenders.gov.in
 - Clarification needed, if any may be sent through NIC CPPP E-Tendering Portal only.
7. E-Tender fee (Non-Refundable) of **Rs. 5000/-** in respect of cost of the E-Tender Document will be required to be paid by way of offline payment in the form of **Demand Draft (DD)** from a **Nationalized / Scheduled Bank** (but not from Co-operative or Gramin bank) (Date of issue should be later than date of publishing of the E-Tender). The DD must be in favor of **Airports Authority of India payable at Jammu**.
- a) Scanned copy of E-Tender Fees duly digitally signed to be uploaded in Cover No./Envelope- I by stipulated date and time mentioned in the critical dates.
- b) **Original hard copy** of E-Tender Fee as required, in sealed Envelope should be submitted by the bidders in the **office of Commercial Department, Civil Airport, Jammu - 180003** by stipulated date and time mentioned in the critical dates.
- c) Postal delay, if any or not receiving of original E-Tender fees by the stipulated date and time, the E-Tender will be summarily rejected.

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

(i) **Technical Bid** – Earnest money deposit (EMD) and other documents as required under clause 3 of general information / guidelines of Notice Inviting E-Tender.

(ii) **Financial Bid** – As required under clause 4 of general information / guidelines of Notice Inviting E-Tender.

The important dates for the E-Tender are as follows:

1.	Publishing Date	:	15.06.2018 (From 0900 Hrs.)
2.	Bid Document Download/Sale Start Date	:	15.06.2018 (From 0900 Hrs.)
3.	Clarification Start Date	:	15.06.2018 (From 0900 Hrs.)
4.	Bid Submission Start Date	:	15.06.2018 (From 0900 Hrs.)
5.	Clarification End Date	:	29.06.2018 (Up to 1500 Hrs.)
6.	Bid Document Download/Sale End Date	:	06.07.2018 (Up to 1500 Hrs.)
7.	Bid Submission End Date	:	06.07.2018 (Up to 1500 Hrs.)
8.	Last date of submission of Hard copy of E-Tender Fee and EMD		12.07.2018 (Up to 1500 Hrs.)
9	Bid Opening Date: Cover/Envelope- I	:	13.07.2018 (Up to 1500 Hrs.)
10	Bid opening Date: Cover/Envelope-II (Price Bid)		Date & time of opening of financial bids shall be intimated separately/ subsequently only to the technically qualified bidders.

9. AAI reserves to itself the right to reject the conditional E-Tenders without assigning any reason thereto.

10. AAI reserves to itself the right to reject any or all the E-Tenders without assigning any reason thereof and to call for any other detail or information from any of the Bidder(s).

**Airport Director,
Airports Authority of India,
Civil Airport, Jammu**

GENERAL INFORMATION & GUIDELINES

1. E-Tender documents are not transferable.
2. Following bids shall be submitted through online only at NIC CPPP E-tendering Portal at etenders.gov.in by the bidder / E-Tenderer :-
 - a. The technical e-bid through NIC CPPP E-tendering Portal at etenders.gov.in
 - b. The financial e-bid through NIC CPPP E-tendering Portal at etenders.gov.in

'Technical Bid' must be in Envelope 'A' and 'Financial Bid' in Envelope 'B'.

3. **Technical Bid-Envelope 'A'**, which shall be opened first, shall contain the basic documents specified as under:

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, GST. 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. **Earnest Money Deposit** of **Rs. 1,00,000/-** (Rupees One Lakh Only) should be in the form of Pay Order/Demand Draft from a **Nationalized / Scheduled Bank** (but not from Co-operative or Gramin Bank) in favour of “ Airports Authority of India” payable at Jammu.

(a) Scanned copy of EMD duly digitally signed to be uploaded in Cover No./Envelope – I by stipulated date and time mentioned in the critical dates.

(b) Original hard copy of EMD as required in sealed Envelope should be submitted by the bidders in the Commercial office, Civil Airport, Jammu – 180003 by stipulated date and time mentioned in the critical dates.

(c) Postal delay, if any or not receiving of original EMD by the stipulated date and time, the E-Tender will be summarily rejected

f. No Dues Certificates from AAI:

i. **Self declaration of dues (as per Annexure A)**-The party should submit the details of contracts held

(**current and past**) at all AAI controlled airports and offices and the details of disputed and undisputed dues thereon along with the details of Security Deposit and mode of Security Deposit.

Declaration giving the details of outstanding dues (disputed and undisputed).

If the party has no current and past contract with AAI, NIL statement also to be submitted.

ii. **No dues certificate from AAI** (For the parties having current and past contracts with AAI)

The bidder should also enclose the No Dues Certificate upto 31.05.2018 (31st May' 2018) issued by AAI in respect of all airports under its control

Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of E-Tender submission.

It will be the responsibility of the party to obtain the No Dues Certificate from all the stations and or offices of AAI and submit the same in the technical bid (As per format of Annexure B)

g. If the entity participating in the E-Tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed in AAI E-Tenders. A declaration to this effect to be submitted by the bidder.

h. 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 to AAI shall not be eligible for the E-tender. A declaration to this effect to be submitted by the bidder.

i. CERTIFIED details of minimum annual turnover of Rs. 7,90,000/- (Rupees Seven Lacs ninety Thousand and Two Hundred only) by a CHARTERED ACCOUNTANT.

[The turnover details are to be supported / proved through the profit and loss account statement to be duly certified by the Statutory Auditors / Chartered Accountant]

j. Declaration to the effect that no raid / seizure / search has been carried out and / or pending by a regulatory authority in respect of the Licence 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. (A declaration to this effect to be submitted by the bidder)

k. The details of blacklisting or debarring affected by AAI, or any Government of India department, any Central or State public sector undertakings. (**NIL statement also to be submitted**)

l. Declaration of Cases / Action under PPE Act initiated by AAI. (NIL statement also to be submitted).

m. Form of Unconditional Acceptance duly signed (as per Annexure C).

n. Copies of documents in r/o ELIGIBILITY CRITERIA required as per Clause 3 of Notice Inviting E-Tender.

o. Documentary evidence for **EXPERIENCE CRITERIA** claimed.

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.

4. Financial Bid-‘Envelope B’

The financial bid (prescribed format available at NIC CPP portal) means financial offer to be submitted by each bidder online in the NIC CPP Portal only at <http://etenders.gov.in> and the following shall also form part and parcel of financial bid:-

- a) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- b) The AAI does not bind itself to accept the highest or any E-Tender and reserves to itself the right of accepting the whole or any part of the E-Tender and the bidder shall be bound to provide the service at the rate quoted.
- c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

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 firm, 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 E-Tender then a disclosure to this effect to be made at the time of submission of E-Tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.

(d) In case a Foreign Company and its wholly owned Indian subsidiary (WOS) Company are participating in the same E-Tender then a disclosure to be made during the participation / E-Tender submission. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.

6.E-Tenderer(s) should clearly indicate the name & address of their Firm / Company / Individual, as the case may be and should clearly indicate the name of facility for which E-Tender(s) have been invited.

7.It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's E-Tender(s) / E-Tender(s) for a period of **01 (one) year**, on account on non-completion of the following :

- (a) Acceptance of the offer within **10 days** from the date of the award letter addressed to the party.
- (b) Payment of advance Licence fee for one month within **15 days** from the receipt of the award letter.
- (c) (i) Payment of Security Deposit equal to **last 04 (four) months** of Licence fee plus space Licence fee, utility / facilitation charges and applicable Govt. taxes in the form of **RTGS / NEFT / Bank Guarantee** from a Nationalized / Scheduled Bank in favour of **Airports Authority of India, Jammu** within **15 days from the date of the award letter** for the Licence and;
- (ii) Payment of Security deposit of **Rs.....** for electricity / water / telephone etc.
- (d) Execution of agreement before commencement of the contract.
- (e) Commencement of the facility within Gestation period.

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

9.The Bidder(s) shall give the list of his near relatives employed in AAI.

10. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives* of AAI employees.

11. Any breach of the conditions stated above by the successful Bidder (s) shall be dealt as follows:-

- (a) If a 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 contract 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 of AAI for a period of **01 (one) year**.

- (b) If any contract 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 **03 (three) years** for participation in AAI E-Tenders / E-Tenders.
- (d) If the licensee does not operate the Licence upto **50%** of the contract period then the party is liable to be debarred for next **01 (one) year**.

12. Exit Clause in this contract shall be as follows:-

- a) Normal termination:-** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.
- b) Termination for cause:-** if the party or 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 (6)** 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 contractor on the other part can serve the notice for termination by giving the requisite notice period. 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 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 (6)** months current Licence fee if the termination occurs before the **50%** period of the original contract. The period of **six (6)** months will be reduced to **four (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 **three (3)** months Licence fee.

13. The successful Bidder must necessarily operate the contract for a minimum of 50 % of the total period of contract, if the licensee does not operate the license upto 50 % of the contract period then the party is liable to be debarred for next one year and further action to be taken as per Licence Agreement.

14. 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.

15. All the above guidelines will form part & parcel of the Notice Inviting E-Tenders (NIET).

16. AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the E-Tender.

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

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

LICENCE AGREEMENT

Subject:- Licence for Operating Retail Outlet for Handicrafts items in SHA Ground Floor, Civil Airport Jammu

THIS AGREEMENT made this _____ day of _____ 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 **Rajiv Gandhi Bhawan, Safderjung Airport, New Delhi and office at Civil Airport Jammu 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, representative, successors and assigns of the licensee).

WHEREAS the **Authority** is entitled in “Law” to grant Licence at its Civil Airport Jammu for the purpose of **Licence for Operating Retail Outlet for Handicrafts items in SHA Ground Floor, Civil Airport Jammu** 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 Licence.

NOW, THEREFORE, this indenture witnesseth :

1. That the Licence for the said facility shall be valid for the period of **03 (Three) years** from _____ to _____, unless terminated earlier on account of following:-

- (a) By giving **60 (sixty)** 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 on expiry of the specified time period allotted for unresolved internal dispute resolution.

2. That in consideration, Licensee shall pay the Authority every month in advance by way of Licence fee on or before **10th day** of English calendar month as under :

Years	Amount of Monthly Licence Fee in Rs.
1 st Year	
2 nd Year	
3 rd Year	

3. That in addition to the above said Licence fee, Licensee shall pay all charges towards Space rent, Utility / facilitation, consumption of electricity / water as may be due as determined by the Authority and at the rate(s) fixed by AAI 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 electricity 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.
4. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the licensee in 'Laws'.
 5. That the Licensee shall make payment of Licence fee etc. by way of online through Real Time Gross Settlement System (RTGS) / National Electronic Fund Transfer (NEFT).
 6. That in the event of failure to pay the Licence 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.
 7. That the Licensee shall deposit a sum of **Rs.** i.e. **equal to last 04 (four) months of Licence fee plus space Licence fee, utility / facilitation charges and applicable taxes as Security Deposit** in the form of **Demand Draft / Pay order / Bank Guarantee** from a **Nationalized / Scheduled Bank (but not from Co-operative or Gramin Bank)** in favour of **Airports Authority of India, Jammu**. In the event of the Licensee committing any breach of the terms & conditions of the Licence agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the 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 Licence the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
 8. That the Licensee shall deposit **Rs...../-** as **Security Deposit** towards **Electricity Charges** in the form of **NEFT / RTGS / Bank Guarantee** from a **Nationalized / Scheduled Bank** in favour of **Airports Authority of India, Jammu**.
 9. The Licensee shall equip himself with all necessary permits, Licences and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Licence.
 10. That the Licensee shall maintain such regular and proper account books along with 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.
 11. That the Licensee shall have no right to object as and when the Authority decides to grant additional Licence for similar Facility at the airport premises where the Licensee is rendering such services.
 12. 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.
 13. All the times during the currency of the Licence agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

14. 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.
15. 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 an alternative premises for the purpose of this Licence. 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 Licence fee on that score.
16. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all 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.
17. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
18. The Licensee shall not terminate the Licence before the expiry of the period of the Licence except by giving **60 (sixty) days** notice in writing, otherwise the Licensee shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The Licence can be terminated by the Authority by giving **60 (sixty) days** notice in writing without assigning any reason thereto.

Exit Clause in this contract shall be as follows:-

- a) **Normal termination:-** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.
- b) **Termination for cause:-** If the party or 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 and the contractor on the other part can serve the notice for termination by giving the requisite notice period. 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 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 (6)** months current Licence fee if the termination occurs before the **50%** period of the original contract. The period of **six (6)** months will be reduced to **four (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 **three (3)** months Licence fee.

- d) The successful Bidder must necessarily operate the contract for a minimum of 50 % of the total period of contract, if the licensee does not operate the license upto 50 % of the contract period then the party is liable to be debarred for next one year and further action to be taken as per Licence Agreement.
- e) 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 charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.

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 Licence agreement, the Authority will be entitled and be at liberty to determine the Licence 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 found in **Annexure 'X'** and **Annexure 'Y'** respectively annexed hereto.

21. The Award letter No..... Dt. (to be issued in favour of successful bidder) shall also form part and parcel of the Licence agreement.

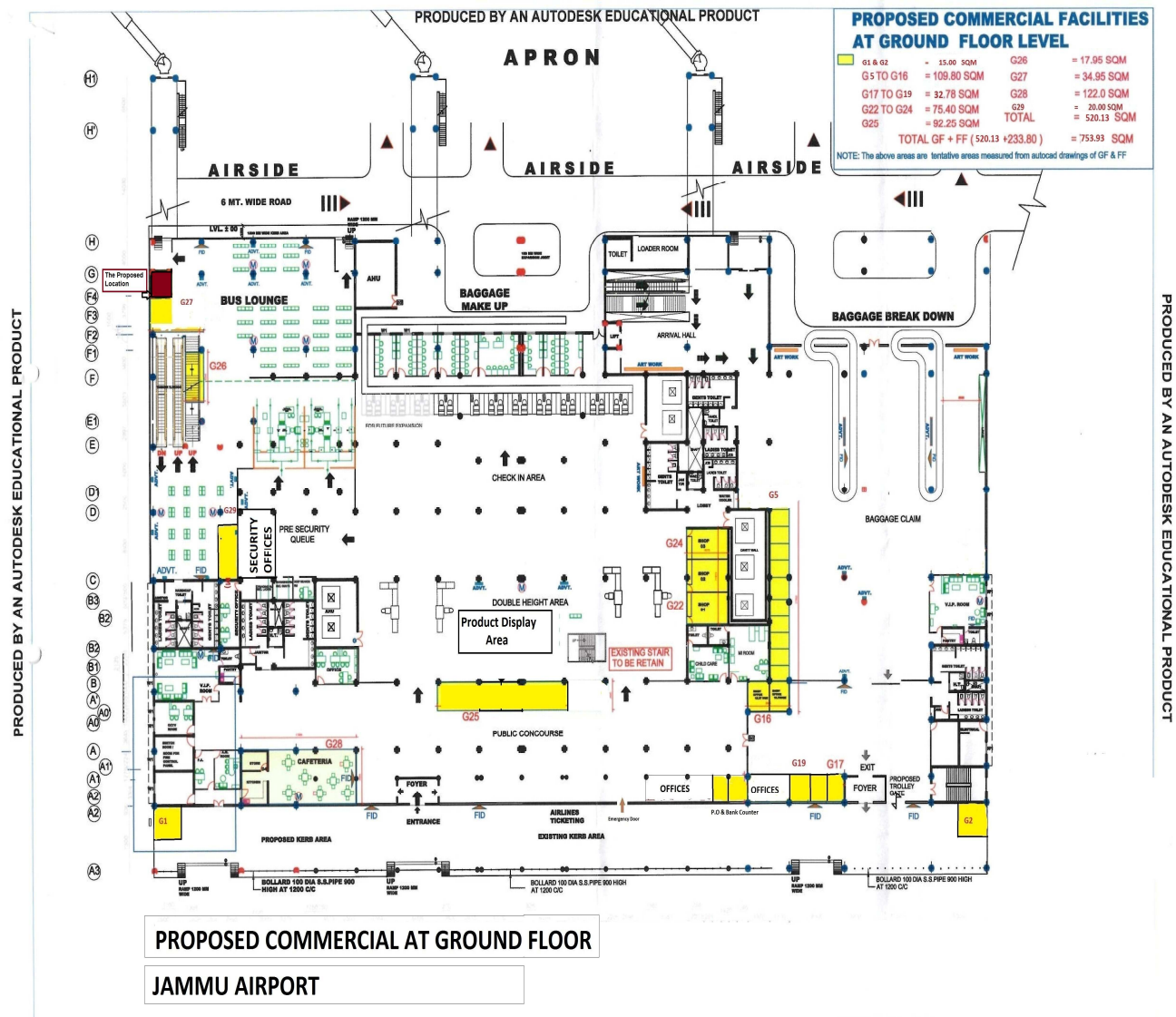
SIGNED BY _____, Airport Director, AAI, CIVIL AIRPORT, JAMMU FOR AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF:	
Witnesses	
1. _____	
2. _____	

SIGNED BY _____ FOR AND ON BEHALF OF _____ IN THE PRESENCE OF:	
Witnesses	
1. _____	
2. _____	

SCHEDULE OF PREMISES

1. SPACE MEASURING	8.54 Sq.mtrs (approx) Sketch drawing is enclosed herewith as Annexure 1
2. LOCATION AT	Ground Floor in Security Hold Area at Civil Airport, Jammu
3. PURPOSE	Contract for Operating Retail Outlet for Handicrafts Items

Annexure 1



Annexure 'X'**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 as may be imposed by the lawful authorities of the airport ground.
2. The Licensee paying the Licence fee and performing the covenants herein contained and or 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 lawful 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 authorised 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 notices 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 authorised by or entrusted with the functions, duties and powers 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- contract of any description with regard to this Licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his Licence or any part thereof.
 - (b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the 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 causes to the Licensee's stock or property.
8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Airport in-charge shall have powers to get the premises cleaned at the risk and 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.

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 authorised 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 authorised by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by them and his agent and servants.
 - c) The Licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d) The Licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health 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 sources, and drainage facilities in the airport area so as to create a nuisance or insanitary situation prejudicial to public health.
 - f) 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 either of these conditions specified in the foregoing sub-clause (i) to (v), the Authority will be entitled and be at liberty to determine the Licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.
10. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. 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 persons 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 authorised Officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 Kg. CO2 fire extinguisher in the licensed premises at his cost before commencement of business.
- (b) No wooden partition/inflammable materials shall be permitted in the licensed premises. The material to be used for partition/fabrication of the shop/office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
- (c) Licence shall not use a naked light or cause or permit any such light to be used in the licensed premises.
12. The Licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, 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 Licence.
14. (a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.
(b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises. The Licensee will, during the continuance of this Licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the 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 Licence 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 so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the 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 & conditions as may be fixed by the said Publications Division 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, as 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 fortnightly by the 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 Licence 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 keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognise any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the Licence 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 Licence period or on termination of the Licence by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations, 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 goods/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 eventuality.
26. The Licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/land/ garden/tank/premises to or in favour of the licensee but shall be construed to be only as a Licence in terms & conditions herein contained.
27. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
28. The provision of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 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.
29. 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 Unauthorised Occupants] Act and the rules framed there under which are now enforced or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/Member 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.

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

(SIGNATURE OF LICENSEE)

Annexure “Y”**SPECIAL TERMS AND CONDITIONS**

1. Prospective bidders are requested to visit the site to assess the feasibility of business and thereafter may bid in the E-Tender. No reduction in license fee will be entertained by AAI at a later stage.
2. On allotment, party has to do all interior works and exterior partition including lockable gate with the specs approved by Airport Director. No permission will be granted to remove the structure/fixture which will damage or change the structure/status of place unworkable.
3. Licensee shall be responsible for all safety & security of his premises. Authority shall not be responsible for any claim for users/employee etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claims if any. Prior approval of AAI is required to be obtained for any structure to be erected.
4. No alteration and addition are to be made in the premises without prior and written permission of the Authority. The licensee shall not modify/alter any permanent electrical facilities/fittings in Premises.
5. The agency shall keep the premises clean and tidy condition and open to inspection to the satisfaction of Airport Director or his representative. Party shall abide by all other statutory and government regulation.
6. The Airport Director shall terminate the agreement with the concessionaire who is found violating the above instructions and jeopardizing security.
7. Tariffs Rates: Intention of AAI is to provide quality services at the reasonable rate. The E-Tenderer is expected to maintain Tariff Rates comparable to those prevailing in the Town/City. Rate list should be submitted to AAI for record. The rates are to be prominently displayed in the premises for Customers. Items should not be sold above the printed Market Retail Price.
8. (AAI) Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quantity, price etc. sold by the E-Tenderer. The sole responsibility shall be of the E-Tenderer in any legal cases.
9. The licensee shall comply with all applicable laws, ordinance, Rules & Regulations prescribed in Contract Labour Act 1970, EPF Act 1952, ESI Act 1948; Payment of Wages Act 1936, and Minimum Wages Act 1948 and Workman Compensation Act 1923 in respect of this contract and shall pay at his own cost all charges in connection therewith.
10. Shop front shall have similar design for all concessionaire and that will be approved by Airport Director. Contractor should display his name/firms name on Area which shall be got approved by Airport Director. All hoarding and shops front must get designed in relation to neighboring shops/hoardings and must be submitted for approval to competent authority. All Commercial shops should follow the standard drawing to maintain visual harmony.
11. The above guidelines will form part of the Licence Agreement.

SIGNATURE OF LICENSEE
ANNEXURE – A

**Declaration under CLAUSE 3 (f) (i) of General Information / Guidelines of NIET
(TO BE SUBMITTED IN TECHNICAL BID)**

DECLARATION

I/We hereby declare that(name of proprietor / partnership firm / company) has/had following contracts (current and past) at AAI controlled airports and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit is as under:-

a) **CURRENT CONTRACTS:**

b) **PAST CONTRACTS:**

SIGNATURE OF E-TENDERER WITH STAMP

Date:-

Note:- Kindly submit “Nil Report” (if the bidder has not established any contract with AAI).

ANNEXURE – B

“Outstanding Dues Certificate”

(A separate certificate is required to be obtained and submitted in the technical bid for all the contracts, Airport Units, Offices as mentioned by the bidder in Annexure-A)

- 1 Name of Concessionaire / Licensee :
- 2 Name of Concession / Licence & Location :
- 3 Agreement No. & Date :
- 4 Date of Commencement :
- 5 Date of Completion / Termination :
- 6 Amount of outstanding dues (disputed and undisputed amounts to be shown separately) :

Item	Disputed Amount (in Rupees)	Un-disputed Amount (in Rupees)	Remarks
Licence / Concession Fee			
Space Rent			
Utility Charges			
Interest			
Any other item			
Total			

7. Amount of Security Deposit with validity period :

Sr. No.	Nature of Security Deposit held by AAI	Amount (in Rupees)	Validity	Form of SD i.e. BG or Cash
01	Security Deposit held by AAI in accordance with the contract terms			
02	Security Deposit held by AAI against Disputed Dues referred to conciliation / Arbitration			
03	Any other Security Deposit held by AAI			
	Total			

8. Detail of any arbitration / litigation / court cases etc. :

Signature of Authorised Signatory of AAI

Name:

Designation:

Airport:

ANNEXURE – C

TO BE SUBMITTED IN TECHNICAL BID**ACCEPTANCE LETTER**
(Scanned copy to be attached in technical bid)

Refer Clause **3 (m)** of General Information / Guidelines of NIET

To,
The Airport Director
Airports Authority of India
Civil Airport, Jammu.

Subject: - ACCEPTANCE OF AAI'S E-TENDER CONDITIONS

Sir,

- 1 The E-Tender documents for **Operating Retail Outlet for Handicrafts Items in SHA Ground floor at Civil Airport, Jammu** have been provided to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the E-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 the E-Tender conditions of AAI's E-Tender documents in its entirety for the above facility.
- 3.The contents of Clause 8 of Notice Inviting E-Tender of the E-Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional E-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/We will immediately report it to the appropriate authority in AAI.
5. The required earnest money for this facility is enclosed herewith.

Yours Faithfully,

Date:-

(Signature of the E-Tenderer)
With rubber stamp

Schedule-I

Format of Bank Guarantee

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

Whereas by a Licence 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 licence for _____ at _____ Airport, _____ (Name of City) and the Licence fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Licence Agreement.

- 1) Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, 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 Licence 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 Licence Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this guarantee shall be limited to a sum of Rupees. _____/) and extended for the amount increased from time to time as aforesaid.
- 2) Notwithstanding any right the Licensee may have against 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 Licence Agreement without any consent or knowledge of the licensee.
- 3) We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms and conditions of the said Licence 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 Licence Agreement without our consent and knowledge.
- 4) This Guarantee shall be a continuing guarantee during its currency 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) This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- I. Our liability under this Guarantee shall not exceed Rs. _____ Rupees _____) during the currency of the contract and Six (06) months thereafter.
- II. This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto One Hundred Eighty (180) days from the said date.
- III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.
- IV. All claims under the guarantee will be payable at _____
- V. The Bank Guarantee confirmation letter No. _____ is an integral part of the BG No. _____ dated _____

For Bank Name

Dated:

Place:

Witnesses:

AAI

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 Deposit on account of contract awarded / to be awarded by Airports Authority of India 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: