



# AIRPORTS AUTHORITY OF INDIA LGBI AIRPORT, GUWAHATI

## E-TENDER

FOR

License for Hotel Reservation Counter at LGBI Airport, Guwahati

**COST OF DOCUMENTS (Non refundable)  
Rs.2000 (Rupees Two thousand only) Inclusive of all taxes**

**Tender ID: 2018\_AAI\_11680\_1**

**TENDER DOCUMENT NO. AAI/GAU/COMML/HRC/13.06.2018**

### TENDER SET COMPRISES:

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SIGNATURE OF ISSUING AUTHORITY  
DATE:

## Preface

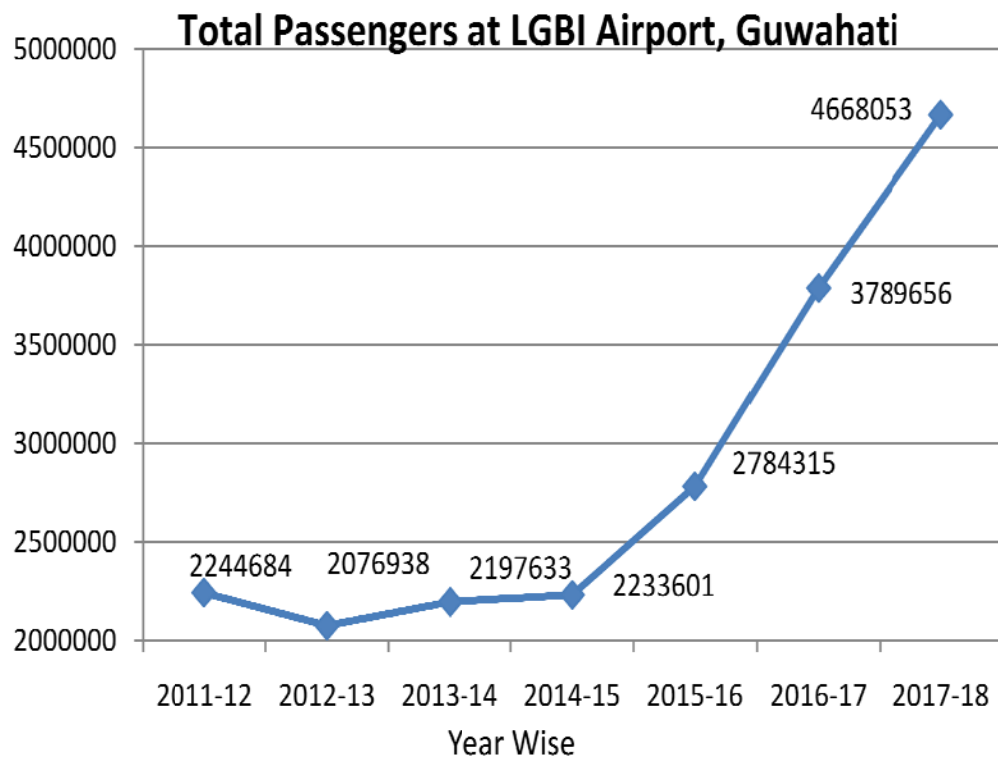
**Lokpriya Gopinath Bordoloi International Airport**, also known as **Guwahati International Airport** is the gateway and the only international airport of the North-Eastern States of India. It is in Borjhar in Guwahati, Assam and is named after Gopinath Bordoloi, a freedom fighter and the first chief minister of Assam after independence of India. The distance from City to Airport is about 22 km.

Weather (Temperature in Degree Centigrade)												
Months	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Max.</b>	24	26.3	30.2	31.6	31.0	31.5	34.1	35.2	32.1	30.5	27.7	24.9
<b>Min.</b>	10	12.8	16.5	20.3	22.7	24.7	25.8	25.8	25.2	22.0	16.9	12.5

Places of Tourist Interest	
Place	Distance
Kamakhya Temple	18 Km.
Umananda Temple	20 Km.
MadanKamadev Temple	40 Km.
Hajo	32 Km.
Kalakhetra	30 Km.
Pobitora Wildlife Sanctuary	60 Km.
Kaziranga National Park	250 Km.
Basistha Ashram	25 Km.
Science Museum	27 Km.
Sivasagar	369 Km.
Manas National Park	165 Km.
Orang National Park	140 Km.
Nameri National Park	190 Km.
DeeporBeel Bird sanctuary	05 Km.
Balaji Temple	21 Km.
DoulGovindaMandir	25 Km.

### Passenger Data

Year	Total Passengers	YoY % Change
2011-12	2244684	-
2012-13	2076938	-7.47%
2013-14	2197633	5.81%
2014-15	2233601	1.64%
2015-16	2784315	24.66%
2016-17	3789656	36.11%
2017-18	4668053	23.18%



Note: These details are provided for indicative reference only.

**AIRPORTS AUTHORITY OF INDIA****LGBI AIRPORT, GUWAHATI****NOTICE INVITING E-TENDER**Portal - <https://etenders.gov.in/eprocure/app>**Tender ID: 2018\_AAI\_11680\_1****Tender Reference No. AAI/GAU/COMML/HRC/13.06.2018**

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

Name of facility with its location	Earnest Money Deposit	Minimum Reserved License Fee (MRLF) (excl. taxes and other charges)
License for Hotel Reservation Counter at LGBI Airport, Guwahati  Area: 4.68 sqm (approx.)  Location: Inside Arrival Hall, tentative and indicative location for reference attached (not to scale)	Rs.62,000/-	Rs. 51,000/- p.m.

**Notes:**

- (i) Offers below MRLF will not be considered for award.
  - (ii) The quoted license fee against MRLF shall be subject to annual compound escalation @ 10% for subsequent years.
  - (iii) 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.
  - (iv) Area of 4.68 sqm (approx.) sqm inside the Terminal Building – Arrival hall for setting up of the Counter, will be provided on applicable space rent (A/C space license fee is Rs. 1110 per sqm p.m. and Non A/C space license fee is Rs. 750 per sqm p.m. for the Financial Year 2018-19) and other charges as applicable. The space rent/ space license fee is subject to annual compound escalation @ 10% w.e.f. 1st of April every year.
  - (v) The licensee shall pay utility/common area maintenance charges @ 10% on normal space Licence fee as applicable towards space allotted for the counter.
  - (vi) The tentative location is marked in the attached location layout (not to scale).
  - (vii) The bidder is advised to visit the location, assess the feasibility/business potential, before bidding. You are also advised to go through the whole tender document thoroughly and understand the terms and conditions, before bidding.
  - (viii) The successful bidder has to ensure that the Police verification/antecedents verification of their employees as per guidelines of BCAS (Bureau of Civil Aviation Security) 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.
2. The period of license is **Three (03) years**.
3. **Eligibility Criteria** The parties fulfilling the following criteria are eligible to participate in the tender):

- a) Hotels willing to operate on their own name must have the valid star category or heritage category issued by Hotel & Restaurant Approval and Classification Committee (HRACC), Ministry of Tourism, Government of India.
- b) Any association of hotels having valid registration for representing at least 5 hotels with valid star categorization of HRACC, Ministry of Tourism, Government of India.

**Note:** Experience criteria will not be applicable to existing licensee for the same facility.

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, a self-declaration duly notarized in a non-judicial stamp paper of Rs. 100/- as per Annexure B is to be submitted with sign and seal of the Authorized Signatory.**

6.

- a. Tender documents indicating full details of the license can be seen at AAI website [www.aai.aero](http://www.aai.aero)
- b. The tendering process is online through Government of India E-Procurement portal <https://etenders.gov.in/e procure/app>
- c. The bids shall be submitted on the Government of India E-Procurement 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 Government of India E-Procurement portal as mentioned above.
- f. Technical clarifications are to be taken from the e-tender support team (details given).

**Cost of e-tender amounting to Rs. 2,000/- (Rupees Two thousand only), non-refundable, is required to be paid online as per the bank details provided in Para 3 (f) of General Information / Guidelines. Payment details, including the copy of the bank challan, UTR number, details of remitter, beneficiary details etc., are to be uploaded in the e tender portal along with the technical documents. The tenders of the bidders who fail to submit the TENDER COST shall be rejected.**

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

Technical e- bid

Financial e- bid

**8. Critical dates**

S.No.	Activity	Date	Time in IST
i.	Download of tender document from portal	<b>From 13-06-2018 up to 03-07-2018</b>	<b>Up to 1100 hrs.</b>
ii.	Online submission of bids (Technical as well as financial) on portal	<b>Up to 03-07-2018</b>	<b>1100 hrs.</b>
iii.	Queries by bidders through E-portal only	<b>Up to 19-06-2018</b>	<b>Up to 1600 hrs.</b>
iv.	Opening of technical bids	<b>04-07-2018</b>	<b>1100 hrs.</b>
v.	Opening of financial bids	Date & time of opening of financial bids shall be intimated subsequently to the technically qualified bidders only.	

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

GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. Following bids shall be submitted only through e-tender portal by the bidder/tenderer:-
  - a. The technical bid through e-tender portal.
  - b. 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 legible scanned copy of the documents in .pdf format) :-**
  - 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 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 Bylaw 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. 62,000/-** (Rupees Sixty two thousand only) will be accepted online, via bank transfer in the form of RTGS/NEFT as per the details:

Name of the A/c Holder	Airport Director, AAI, Guwahati Airport
Account Number	32950142583
Account Type	Current
Bank Name	State Bank of India
Branch Name	Guwahati Airport Branch
Branch Address	SBI, Guwahati Airport Branch, Guwahati 781015
Branch Code	03776
IFSC Code	SBIN0003776
MICR Code	781002013

The EMD in the form of Cash/Demand Draft or any other form will not be accepted. Tenderers are not required to contact any AAI employee; however they **shall submit documentary evidence online via portal.** In no scenario, the tenderers are required to 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 self-declaration of current and closed contracts at AAI controlled airports and that of disputed dues and undisputed dues along with details of Security Deposit and the mode of SD. Nil declaration is to be submitted, if no current or closed contracts were/or are undertaken at any AAI controlled airports.
  - ii. Party should submit NDC issued from all airports under the control of AAI, wherever the party had/ has license.
  - iii. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party.
  - iv. No Dues Certificate up to and including the month of May 2018 is to be submitted.

- v. Dues disputed by the tenderer at any AAI controlled airports and are explicitly accepted by the concerned Airport /the Competent Authority of AAI/ the Dispute Resolution Committee (DRC) /Arbitral Tribunal/Court of Law shall only be considered as disputed dues. The tenderer has to submit adequate and clear evidence for the same.
- vi. Disqualifying Conditions on NDC
  - a. Undisputed dues (including interest on delayed payments) exceeds one month's license fee in each contract.
  - b. 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.**
- i. Form of unconditional acceptance duly signed (**Annexure-C**) **Tenderer should download the form, fill it, sign it and then upload along with technical bid documents.**
- j. Copies of other relevant documents.
- k. Declaration giving the particulars of contracts undertaken by the party at different stations of AAI.
- l. Documentary evidence for Experience criteria claimed (like **i**) Experience certificate issued by any of the Authorities as per Clause 3 of the NIT, duly signed by the Authorized Signatory, **ii**) Self-certified copies of Award Letter and Work Completion certificate issued by any of the Authorities as per 3 of the NIT, etc.).
- m. Details as per para 5(a) of NIT and/or declaration as per para 5 (b) of NIT.
- n. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- o. All the pages of the documents are to be serially numbered and signed by the authorized signatory.

**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. Illegible documents uploaded will 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.
- 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** last year license fee including applicable utility/common area maintenance charges and applicable taxes 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 Guwahati within Fifteen (15) days from the date of the award letter. The Security Deposit, if in the form of Bank Guarantee, should be valid for currency of the license and three (03) months thereafter.
  - d. Payment of Security Deposit for electricity/water etc. will be Rs. 1,00,000/- (Rupees One lakh) in the form of DD/ PO from a Nationalized/Scheduled Bank in favour of **Airports Authority of India payable at Guwahati.**
  - 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. However, if additional area is involved or any additional facility is being considered in the new license, then the gestation period will be specifically granted (subject to the maximum days specified in the manual) on application, for the additional area/facility only. For the original area/facility, the license is deemed to have continued from the last date of the last license.
10. The successful bidder is liable to pay applicable space/land rent for installation of equipment including space for installation of generator/control room/tower (at bare land/space) etc. in addition to above, common area maintenance charges for exclusive space allotted shall be payable. In case of allotment of bare land for installation of above equipment/ towers no common area maintenance charges shall be payable.
11. 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.
12. The tenderers shall submit the details of their bank account (Name of the Party/person as appearing in the bank, Nature of A/c, Name of Bank, Branch, City, IFSC Code, MICR Code, Swift Code etc.) **certified from their bank** for creation of customer master in AAI records, along with tender documents.

13. 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.
14. All the pages of the documents serially numbered and signed by the authorized signatory shall be uploaded in a single pdf file.

**15. Debarring Provisions**

- 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 upto 50% of the license period then the party is liable to be debarred for next one year.

**16. 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 or 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.

17. All the above guidelines will form part & parcel of the Notice Inviting e-Tenders.
18. 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.
19. AAI reserves right to reject any or all tender(s) in part or in full without assigning any reason.
20. The procedure for shifting commercial license to a new building:
- a) In respect of license where the validity of balance period is more than 6 months, existing contractor/ license may be permitted to continue for the balance period of the said license at the new location on a negotiated license fee.
  - b) In case the licensee does not agree during the negotiation or the licensee is not willing to operate in the new building, the license may be terminated and fresh tender be invited for the new terminal building/location.

**\*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**

Annexure ADECLARATION

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

1	Tender For	License for Hotel Reservation Counter at LGBI Airport, Guwahati		
2	Period of License	Three (03) Years		
3	Minimum Reserve License Fee Per Month (in Block Letters) *	Rs.51,000/- (RUPEES FIFTY ONE THOUSAND ONLY)		
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:
- Earnest Money Deposit of Rs. 62,000/- (Rupees Sixty two thousand 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.
  - 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.
  - 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**

DOCUMENT NO. \_\_\_\_\_ (SPECIMEN ONLY)

**LICENCE AGREEMENT****Sub: License for \_\_\_\_\_**

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 LGBI Airport, Guwahati for the purpose of **License for \_\_\_\_\_** 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:

1. That the License for the said facility shall be valid for the period of Three (03) **years** from \_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier on account of following:-
  - (a) By giving 60 days' 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.
2. 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:

Years	From /To (License fee excluding other charges/taxes etc. as applicable)
1 <sup>st</sup> Year	
2 <sup>nd</sup> Year	
3 <sup>rd</sup> Year	

3. 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.
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 RTGS/NEFT or cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of licence fee etc.
6. 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.
7. That the licensee shall deposit a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) i.e., an amount equal to four **(04) months** last year license fee including applicable utility/common area maintenance charges and applicable taxes 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 Guwahati** within Fifteen (15) days from the date of the award letter.
8. That the Licensee shall deposit in cash/DD/Pay Order Rs 1,00,000/- (Rupees One Lakh) as Security Deposit towards Electricity Charges.
9. 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.
10. 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.
11. 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.
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 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.
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 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.
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. Debarring Provisions**

- 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.

**18. 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 continues 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 deem 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.

19. The Licensee shall not terminate the License before the expiry of the period of the License except by giving 60 days' notice in writing, otherwise the Licensee shall be liable to pay to the 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 60 days' notice in writing without assigning any reason there to.

20. 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.
21. The Authority and the Licensee further agree that they are bound by the General Terms & conditions found in Annexure 'X' hereto which form part & parcel of the license agreement.
22. 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, LGBI AIRPORT, GUWAHATI 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: 4.68 sqm (approx.) for the counter - Hotel Reservation Counter
2. Location: Arrival hall inside the Terminal Building
3. Purpose: Hotel Reservation Counter

**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 calming 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.
  - f. 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 (i)to(v), 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.
  15. 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.
  16. 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.
  17. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
  18. 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.
  19. 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.
  20. 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.
  21. 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.
  22. 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.

23. 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.
24. 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.
25. 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.
26. On expiry of the License period or on termination of the License 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 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 of the goods / materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventually.
27. 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.
28. The authority, its servants and agents shall at all times have the absolute rights of entry into the said premises.
29. 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.

- 30.
- 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.

- 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.
  - c. The case shall be referred to the Sole Arbitrator by the Tender Accepting 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.
  - 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.
  - 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.
  - f. The location of Arbitration shall be the concerned RHQ/CHQ.
31. 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.
- 32.
- a. Airports Authority of India, LGBI Airport is ISO 9001:2008 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, LGBI 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.



### 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 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:** [cppp-doe@nic.in](mailto:cppp-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. 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	<a href="mailto:eproc@aaiaero">eproc@aaiaero</a>	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2.	Sanjeev Kumar	After 4 Hours of Issue	<a href="mailto:sanjeevkumar@aaiaero">sanjeevkumar@aaiaero</a>	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)
3.	S. Nita AGM(IT)	After 12 Hours	<a href="mailto:snita@aaiaero">snita@aaiaero</a>	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
4.	Jt. General Manager(IT)	After 24 Hours	<a href="mailto:ykkaushik@aaiaero">ykkaushik@aaiaero</a>	011-24651507	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	<a href="mailto:gmitchq@aaiaero">gmitchq@aaiaero</a>	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 tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI**



**TO BE SUBMITTED WITH TECHNICAL BID**

To  
The Airport Director,  
AAI,  
LGBI Airport - Guwahati

**DECLARATION AS PER PARA 5 (b) of the NIT**

Sir,

1. I/We have not debarred/black listed by CBI or AAI or Undertakings/Departments like; Railways, Defense, or any other Department of Govt. of India, State Govt.
2. 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.
3. 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.
4. 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.
5. 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.

Yours faithfully,

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

Signature of the Tenderer :  
 Name :  
 Status :  
 Address :

Tele.No. (Office) :  
 (Residence) :  
 Fax :  
 E-Mail :

TO BE SUBMITTED WITH TECHNICAL BID  
**ACCEPTANCE LETTER**

To  
The Airport Director,  
AAI,  
LGBI Airport - Guwahati

**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-9 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.
5. **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 :

**FORM OF BANK GUARANTEE***(To be executed on Non-Judicial Stamp Paper of Rs.100/- 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 \_\_\_\_\_ at \_\_\_\_\_

Airport, \_\_\_\_\_ (Name of the City) 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 \_\_\_\_\_) 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 variation(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. 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 not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) during the currency of the license and three (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 \_\_\_\_\_.
- 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:

**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, GST 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	Details as per Clause 5 (a) of NIT or Declaration as per clause-5(b) of NIT (Annexure B), duly notarized on a non-judicial stamp paper of Rs. 100/-		
9	Form of unconditional acceptance (Annexure C) duly signed		
10	Declaration giving the particulars of contracts undertaken by the party at different stations of AAI.		
12	Documentary evidence for experience criteria.		
13	Declaration of near relatives		
14	Details of Bank account certified from the concerned bank		
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 Layout (not to scale)

