

# **NOTICE INVITING QUOTATION**



**AIRPORTS AUTHORITY OF INDIA**  
**Jorhat Airport**

**Notice Inviting Quotation (NIQ)**

**For**

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**LICENSE TO OPERATE UDAN YATRI CAFE COUNTER  
AT CITY SIDE AREA OF JORHAT AIRPORT.**

**at**

**Jorhat Airport,**

**September 2025**

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## NOTICE INVITING QUOTATION (NIQ)

1. NIQ is hereby invited for granting concession for the following:

|   |  |
|---|--|
| <b>Name of Facility</b>   | <b>License To Operate UDAN YATRI CAFÉ Counter at City Side At Jorhat Airport.</b>                                      |
| <b>Earmarked Area / Location</b>  | <b>Total Area Admeasuring: 5.00 Sq.Mtrs.</b><br><br><i>5.00 SqM under the canopy or city side of Terminal Building</i> |
| <b>Minimum Monthly Reserved License Fee (MRLF) / (in INR) per month</b> | <b><u>MRLF Rs. 1,800/-</u></b> (Rupees <u>Eighteen Hundred only</u> ) ( <u>Applicable Taxes and charges extra</u> )    |

### **NOTE:**

- a) Bidding shall be done on MRLF
- b) Bids / Quotes received which are less than MRLF shall not be considered.
- c) Highest quote/offer received shall be the sole parameter for selection of highest bidder.
- d) Monthly license fees shall be the quoted license fees.
- e) In addition to above Fixed Monthly License Fees, the selected bidder shall be liable to pay:
  - (i) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
  - (ii) The annual rate of escalation shall be @ 7.5% per annum compounding. The rates derived after annual escalation shall be rounded off to the nearest multiple of Rs. 10/-.
  - (iii) Annual escalations shall be applicable w.e.f. 1st of April every year.
  - (iv) Utility facilitation charges for the allotted space, at the rate of 10% of AAI notified space rent. Such space shall be allotted by the AAI to the licensee, subject to the availability. Presently notified space rent is INR 1080/- per SQM per month (for A/C space) and INR 720/- per SQM per month (for Non-A/C space) w.e.f. 01.04.2025 subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time.
  - (v) Utility Charges such as electricity consumption etc., based on applicable rates and

actual consumption.

2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at **Appendix 3 & 4 of Annexure A.**
3. **Period of Concession:** **3 months further extendable by 3 months**
4. The prospective bidders are requested to go through the NIQ conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the NIQ. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.
5. Participants are advised not to give any conditional NIQ and adhere to the terms and conditions indicated in the NIQ documents provided by AAI. Conditional NIQs would be summarily rejected.

6. **Eligibility Criteria:**

**A. Technical Criteria:**

**No prior experience of F&B is required subject to the condition that the successful bidder will obtain all the requisite statutory/ regulatory permission etc. In case of failure in obtaining the requisite statutory /regulatory permission etc., the award will be cancelled**

**B. Financial Criteria:**

**The Minimum Gross turnover shall be 12 months of MRLF. The Gross turnover should be in any one of the last 7 financial years.**

**Note:**

- The bidder shall submit a Certificate issued by Statutory Auditor/ Chartered Accountant clearly indicating the Annual Turnover as per the financial eligibility criteria and the Net-worth of the bidder as on date of publication of the NIT.
- The Certificate must be supported by Profit & Loss Statement and Balance Sheet duly audited by the statutory auditor/ chartered accountant.
- Bidder shall ensure that all the certified documents undertaken/signed by Chartered accountants must contain Unique Document Identification Number (UDIN). [As mandated under the guidelines issued by The Council of the Institute of Chartered Accountants of India through the Gazette of India, dated 02nd August 2019].

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

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

8. Any party either a firm or an individual falling under the following categories is not eligible:
- a. D-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc. Allied firms of the debarred firms/entities are also not eligible for participation.
  - b. Parties facing action under PPE Act or AAI Act, with AAI.
  - 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 NIQ.
  - d. If the entity participating in any of the NIQs is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such entity is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority against the invoices raised up to the cut-off date as specified in General Information and Guidelines para 3(f) of NIT, then the said entity may not be allowed in AAI NIQs.

The disputed amounts which are referred to Dispute Resolution Committee (DRC)/Mediation/Arbitration by the Competent Authority shall not be considered as outstanding dues. In case of DRC and Arbitration, the disputed dues shall not be treated as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license/concession) equivalent to 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under DRC/Arbitration shall be minimum 2 years from the date of DRC/Arbitration and further renewable.

In the event of specific Order/judgment from a Judicial Court/Arbitral Tribunal staying/ withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

- e. Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against agency and/or against our/its affiliates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, all such relevant details to be furnished).
- f. A declaration to the effect that the Bidder does not fall under the above categories a), b), c), d) and e) above has to be submitted in the Technical Bid. (Refer: Annexure: G).

9. Participation in the form of consortium is not allowed for this NIQ.
10. NIQ documents indicating full details of the license can be seen on the Tenders Section of the AAI Website <https://www.aai.aero>
- 11.
- a) The bids shall be submitted through sealed Envelope.
  - b) The bids shall not be accepted in any other form.
  - c) NIQ bids shall be submitted in two bid system as follows: -
    - i. ENVELOPE 1 Technical bid –documents as required under **clause 3** of the General Information / Guidelines of Notice Inviting NIQ.
    - ii. ENVELOPE 2 Financial Bid – As required under **clause 4** of General Information/Guidelines of Notice Inviting NIQ.
    - iii. The above two envelopes to be sealed and put in a Master Envelope and delivered to the following address to be received no later than 16.09.2025

TO  
 THE AIRPORT DIRECTOR  
 JORHAT AIRPORT  
 JORHAT  
 PINCODE 785005

12. **Critical Dates:**

| S. No.         | ACTIVITY  | DATE          | TIME IN IST      |
|----------------|---|---------------|------------------|
| 4. <b>bara</b> | Last date of Manual submission of Bids at Airport Director Office, Jorhat Airport | 16-09-2025    | Up to 16:00 Hrs. |
| 5.             | Opening of Bids Envelope 1  | On 16-09-2025 | at 16:30 Hrs.    |
| 6.             | Opening of Financial Bids Envelope 2  | On 16-09-2025 | at 17:00 Hrs.    |

13. In case, after last date of submission of bid, at any stage if the Bidder/agency withdraws from NIQ process, Bidder is liable to be debarred from participating in any NIQ of AAI for **one year**.
14. In case, the agency does not complete the post-award formalities of Acceptance of Award Letter, and operationalize the UDAN YATRI CAFÉ latest then the Bidder is liable to be debarred from participating in any NIQ of AAI for **one year**.
15. In case, the agency submits false document(s) in the NIQ and his/their bid is rejected/NIQ

is cancelled, Bidder is liable to be debarred from participating in any NIQ of AAI for **two years**.

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

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

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

16. AAI reserves to itself the right to reject the conditional NIQs without assigning any reason thereto.
17. AAI reserves to itself the right to reject any or all the NIQs without assigning any reason thereof and to call for any other detail or information from any of the Bidder(s).
18. On acceptance of the NIQ, the name of the authorize representative (s) of the Bidder who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

**AIRPORT DIRECTOR  
[JORHAT AIRPORT]**

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## GENERAL INFORMATION AND GUIDELINES

1. NIQ Documents are not transferable.
2. Following bids shall be submitted be sealed envelope by the bidder / Bidder:
  - a) Envelope One - Technical -Bid through -portal.
  - b) Envelope Two - Financial -Bid through -portal.
3. Each page of Technical Bids should be signed by the Bidder or person authorized by the Bidder.
  - a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per **Annexure: D**
  - b) Self-attested copies of the PAN card, GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. 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 company as per the companies Act. All the certificates issued/ documents certified by Chartered Accountant/ Statutory Auditor must have UDIN generated by concerned Chartered Accountant/ Statutory Auditor.
  - d) Form of unconditional acceptance duly signed (enclosed as **Annexure: 'C'** along with NIQ documents).
  - e) Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees". (Refer **Annexure: G**)
  - f) Declaration giving the details of blacklisting or debarring by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (Refer **Annexure: G**).
  - g) Declaration of cases / action under PPE Act or AAI Act initiated by AAI. (NIL statement also to be filed). (Refer **Annexure: G**)
  - h) Declaration in respect of near relatives\* working in AAI, as per **Annexure: H**.

- i) Letter of Undertaking by Bidder, as per **Annexure: F**.
- j) Documents supporting eligibility criteria.
- k) Scanned copy of complete set of NIQ document containing **39 pages** (duly signed and stamped by the authorized person).

**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.

**Note:**

- (i) One set of scanned copy of complete technical documentation comprising of documents as listed at **clause 3 (a to k)** above shall be uploaded in the technical bid.
- (ii) All the certificates issued/ documents certified by Chartered Accountant/ Statutory Auditor must have UDIN generated by concerned Chartered Accountant/ Statutory Auditor.
- (iii) By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws\*.

**4. Financial Bid**

- a) The financial -bid should be in the prescribed format available at Annexure -Y to be submitted in Envelope 2.
  - b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
  - c) The AAI does not bind itself to accept the highest or any NIQ and reserves to itself the right of accepting the whole or any part of the NIQ and the Bidder shall be bound to provide the service at the rate quoted.
  - d) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the Bidder(s).
  - e) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
  - f) In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's policy, from such Tie Bidders and shall identify the selected bidder from amongst such Tie Bidders, provided that the revised Financial Bids of such Tie Bidder(s) shall be no less favorable to Authority than their respective original Bids.
5. It may be noted that the bidder shall be liable to be debarred for further participation in AAI's NIQ(s) / e-NIQ(s) for a period of **one (01) year**, on account on non-completion of the following:
- a) Acceptance of the offer within **01 day** from the date of issuance of the award letter addressed to the party.

- b) Payment of advance license fee for one month within 30.09.2025.
- c) Payment of interest free Security Deposit within 30.09.2025, amounting to **3 (Three) months'** equivalent gross license/Concession fee of the first year, to AAI as an interest free security Deposit to be calculated based on the quoted License Fee plus taxes and charges. The Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

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

**Note:**

- i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.
- ii. ~~In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.~~
- iii. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period. The BG should be from a Nationalized/Scheduled Bank and in favor of Airport Director, AAI, Jorhat Airport.
- iv. The Bank account details of AAI, NER, Regional Headquarters, Guwahati are given below:

|                     |                             |
|---------------------|-----------------------------|
| <b>BANK DETAILS</b> | AIRPORTS AUTHORITY OF INDIA |
| <b>BANK NAME</b>    | STATE BANK OF INDIA         |
| <b>BANK ADDRESS</b> | GUWAHATI AIRPORT            |
| <b>ACCOUNT NO.</b>  | 30854418615                 |
| <b>IFSC CODE</b>    | SBIN0003776                 |

6. **Conflict of Interest:** -

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

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

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any

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

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

- A. Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - B. Subject always to sub-clause A above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26 % (twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or
- ii. a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or
  - iii. a constituent of Such Bidder is also a constituent of another Bidder; or
  - iv. such Bidder, or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any Such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
  - v. such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
  - vi. such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party/parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this clause shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium.

Note:

Regarding conflict of interest, AAI shall place reliance upon the declaration submitted by the Bidder/Applicant in the form of Acceptance of AAI's NIQ Conditions/other documents forming part of Technical Bids.

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

7. **Exit Clause:**

A. **Normal termination:** -

The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

B. **Termination for cause:** -

In case of breach of terms of concession/ license, i.e. non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAI may Terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 20% of the concession/ license period, then the party is liable to pay AAI, Damage charges equivalent to 3 months' current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

C. **Termination for convenience:** -

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

initiated as per AAI Act or any other suitable remedies available.

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

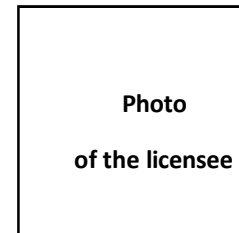
NOTE: If the licensee does not operate the license up to 20% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

- D. Termination for regulatory/legislative or supervisory requirements: If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment.

8. All the above guidelines will form part & parcel of the Notice inviting NIQ (NIET).
9. AAI reserves the right to extend the date of submission /opening of the bids as well as to extend the validity of the NIQ if situation warrants and with sufficient reasons.
10. AAI reserves right to reject any or all NIQ(s) in part or in full without assigning any reason.

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**Annexure: A of Annexure-III Draft License Agreement**



**SUBJECT: Grant of License To Operate UDAN YATRI CAFÉ at City Side of Jorhat Airport.**

THIS CONCESSION AGREEMENT (“Agreement”) made and executed at \_\_\_\_\_ on this day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ by and

**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 branch office at Jorhat Airport, represented by Airport Director, Jorhat Airport, \_\_\_\_\_ 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 Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

**AND**

\_\_\_\_\_, a Proprietorship Firm/Partnership Firm/LLP/Company incorporated under the Companies Act 1956/2013, represented by \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter called the “Concessionaire/Licensee” (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in ‘Law’ to grant license at its \_\_\_\_\_ Airport for the purpose of \_\_\_\_\_ 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 & conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of **3 months further extendable by 3 months** from \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier on account of following;
  - a. By giving **30** days of notice in writing without assigning any reason.
  - b. Terminated by AAI on a short notice on account of non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 15<sup>th</sup> day of English calendar month as under:

|                                      |
|--------------------------------------|
| <b>Amount of Monthly License Fee</b> |
| _____ + applicable GST/Taxes         |

3. Authority shall raise all bills (including MMG/MAG and any other bills except annual land lease bills) for the current month on 1<sup>st</sup> day of month in advance except tru-up and reimbursement of expenditure bills like electricity, water etc.

The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on 5<sup>th</sup> of succeeding month.

~~Wherever the billing is dependent on passenger data/ any other data and provisional billing is already done every month on 1<sup>st</sup> in advance, the invoices for tru-up data shall be raised by 10<sup>th</sup> of succeeding month on the basis of pax data or actual data submitted by the concessionaire/ agency. **(This para to be striked out if not applicable viz. in cases of billing on MMG/Fixed License fee).**~~

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

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

4. Common Area Maintenance (CAM) charges at 10% of applicable space rent (or as may be notified by AAI from time to time) for allotted space. Presently notified space rent is INR 1080/- per SQM per month (for A/C space) and INR 720/- per SQM per month (for Non-A/C space) w.e.f. 01.04.2025 subject to annual escalation of 7.5 % p.a. or as fixed by AAI from time to time. That in addition Licensee is also liable to pay, **if applicable as per NIQ conditions**, space rent of Rs. 1080/- per Sqm per month for A/C space and INR 720/- per Sqm per month for Non A/C space.

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

5. That in addition to the above said license fee, licensee shall pay all utility charges towards consumption of electricity, water, internet, data ports etc. as per actual consumption, as may be, due as determined by 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 above utilities to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

6. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
7. That the Licensee shall make payment of license fee etc. either by Virtual Account Number (VAN), cheque/demand drafts drawn on local banks or through RTGS/NEFT.
8. That the Licensee shall deposit Security Deposit within Business Incubation Period, amounting to **3 (Three) months'** equivalent gross license/Concession fee of the first year, to AAI as an interest free security Deposit of Rs. \_\_\_\_\_/-. The Security to be deposited in the form of Demand Draft/Pay order/RTGS/NEFT/Bank Guarantee (having claim period of 12 months from the date of expiry of contract) from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled/Societies/Payment Banks, or by means of FDR, will not be accepted).

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

Note:

- i. Gross License Fee shall mean the amount equivalent to total of License Fee, CAM Charges, Space Rent (if applicable) and applicable tax thereon.
  - ii. ~~In case the License period is more than 3 years, the additional Security Deposit based on the fourth year's License Fee/Space Rent shall be submitted by the Licensee/Agency on or before the expiry of First Quarter of Fourth Year Contract Period.~~
  - iii. The validity of BG should be up to the expiry of concession/ license period and claim period thereof should be for a further period of 12 months from the date of expiry of License Period, from a Nationalized/Scheduled Bank and in favor of Airport Director, AAI, Jorhat Airport.
9. The licensee shall deposit additional Security Deposit of Rs. \_\_\_\_\_/- in the form of DD/PO/NEFT/RTGS/BG/VPA/VAN for the Utilities (Electricity, Water, Data Port, Telephone etc.). The value of such Security Deposit for utilities will be determined equivalent to 5% of annual license/concession Fee of first year, subject to minimum deposit of Rs. 10,000 and a maximum deposit of Rs.10 lakhs.

10. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license;
11. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
12. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
13. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
14. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
15. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
16. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give licensee an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
17. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
18. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
19. The licensee must necessarily operate the contract for minimum 20% of the total period of the contract failing which the licensee is liable to be debarred from participating in any NIQ of AAI for **one (01)** year from the date of issuance of orders.
20. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/ document, in such an eventuality, the license is liable

to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI NIQs for a period of two (02) years without prejudice to any other rights or remedy that may be available to AAI in this regard. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.

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

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

**E. Normal termination: -**

The contract will deem to be terminated on \_\_\_\_\_ 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.

**F. Termination for cause: -**

In case of breach of terms of concession/ license, i.e. non-compliance to terms and conditions of the agreement/ NIT, non-adherence to the laws of the land, Concessionaire event of default, unsatisfactory performance, AAI may Terminate the contract after serving Notice to terminate the Contract as per Agreement Terms. If such termination happens to fall within 20% of the concession/ license period, then the party is liable to pay AAI, Damage charges equivalent to 3 months' current license fee / MMG / Concession Fee / Quoted Monthly Guarantee. Such damage charges shall be adjusted from the Security Deposit available and in case sufficient Security Deposit is not available, recovery proceedings shall be initiated as per AAI Act or any other suitable remedies available.

**G. Termination for convenience: -**

Either party, AAI on one part or the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by 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 concession/license

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

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

NOTE: If the licensee does not operate the license up to 20% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

H. Termination for regulatory/legislative or supervisory requirements: If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment.

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

- (i) After the contract expires/terminated, the licensee shall stop business and shall vacate the premises within a period of maximum 07 days (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee.
- (ii) If the licensee ceases business operations but fails to vacate the premises within 07 days of expiry of contract, double the amount of normal notified space rent of that area shall be charged from date of expiry/termination of license till the date of vacation.
- (iii) If licensee ceases business operations but fails to vacate even after 15 days, the licensee ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available Security Deposit along with outstanding dues, if any. Authority shall also be at liberty to dispose off the leftovers/goods/materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.
- (iv) In case, the licensee continues the business operation even after expiry of the contract period exponential penalty @ double the License fee shall be levied and eviction process as per AAI Act etc. shall be initiated.

24. 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.

**25. Set-Off Clause**

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

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

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

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

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

**28. Obligations relating to Transfer:**

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

- (a) Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer / novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and
- (b) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

Signed by \_\_\_\_\_, Authorized Signatory, Airports Authority of India, \_\_\_\_\_ Airport, for and on behalf of The Airports Authority of India, in the presence of:

WITNESS:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Signed by \_\_\_\_\_ for  
and \_\_\_\_\_ on behalf of  
\_\_\_\_\_ in the  
presence of:

WITNESS:

- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**APPENDIX: 1 of Annexure-A of Annexure-III**

**GENERAL TERMS AND 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 times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- (2) The Licensee paying the license fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- (3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement, by the Licensee/Licensee's Authorized representative, shall be deemed to have been served if delivered at or sent by registered post to the Authority.
  - 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 authorized 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 subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
  - (b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
- (6) The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by 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 Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs. 1000/- per day for each default up to 7 days & thereafter Rs. 2000/- per day and can take other actions including termination of the license.
- (9) The licensee shall comply with the requirements of all standard health clauses including those given below:
- a. The Airport Health Officer/ Medical Officer of 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 instructions given by the Airport Health Officer/Medical 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 by them and his agent and servants.
  - c. The licensee shall notify to the Airport Health Officer whenever any person working under the licensee is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
  - d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
  - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
  - f. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), 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. The Licensee 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 confirm to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. The Licensee may also have the

- character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
- (11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of 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 inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
- (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, 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 fires extinguisher as provided in the terminal/licensed premises.
- (c) The licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by Licensee in connection with the business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
- (15) In the case of such breach of the terms of this license as minor offences 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. The decision of the Authority in this respect shall be final and binding on the licensee.
- (16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- (17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. 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 thereupon the Licensee shall sell only at the price so fixed by the Authority and Licensee shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.

- (18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
- (19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of 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 by the Airport Director or his authorized representative.
- (21) If any strike or lockout affecting the operations in the Airport or in any airline, due to which Licensee's business is affected, the authority shall not be liable for any loss suffered by the licensee. However, pro-rata rebate in the License fee shall be considered by the NIQ Accepting Authority, in the following situations: -
- i. ~~Ban on visitor entry at the airport continuously for 03 days (if the location of the commercial facility is in visitor concourse area);~~
  - ii. Closure of the Airport by AAI for total operation, due to any reason, continuously for 03 days;
  - iii. Complete suspension / interruption by all scheduled flight operations continuously for 07 days.
- Note:** - The Annual Escalation shall be applied as per original terms and conditions of Agreement, i.e., after completion of 365 days (12 months) of license period as per the agreement.
- (22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, 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) All the EPOS terminals at the Airports to be integrated with AAI Information Management System or any other software provided for this purpose, as and when EPOS is put in place, to ensure monitoring of sale of products/services in real time basis.~~

~~The EPOS system used by licensee to be on par with industry standards (similar to EPOS~~

~~machines used in other airports/ malls/ MBOs). These EPOS machines may also have provision to capture data from Boarding Bases & Passports, if required, as in the case of "Duty Free Outlets".~~

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

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

*Note: This clause is only applicable for Category Mega/A/B/C Airports - Strikeout this clause in case of NIQs for 'D' and 'Other' category of Airports.*

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

Security Clearance: - The Selected Bidder/Licensee/Concessionaire shall apply to Bureau of Civil Aviation Security (BCAS) for Security Clearance, within a period of 10 days (30 days in case the Bidder is to form SPV as per RFP conditions) from the issuance of LOA and submit copies thereof to the Authority.

Security Programme:- The selected Bidder/Licensee/Concessionaire shall apply to Bureau of Civil Aviation Security (BCAS) for approval of the Security Programme, within a period of 10 days from the issuance of LOA and submit copies thereof to the Authority, in case the Selected Bidder/Licensee/ Concessionaire is having prior Security Clearance from BCAS.

In case the Selected Bidder/Licensee/ Concessionaire is not having prior Security Clearance from BCAS on the date of issuance of LOA, then the Selected Bidder/Licensee/Concessionaire has to apply to BCAS for approval of security program within a period of 05 days from the date of receipt of Security Clearance from BCAS and submit copies thereof to the Authority.

- (25) In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the Airport is located.

**(SIGNATURE OF LICENSEE)**

**APPENDIX: 2 of Annexure-A of Annexure-III**

**SPECIAL TERMS AND CONDITIONS**

**Special terms & Conditions for UDAN YATRI CAFE facility:**

1. The rate to be charged by the licensee should be prominently displayed at the counter so that it is clearly visible to all passengers. Further, the rates to be charged should be as follows:

| Items  | Price in INR (inclusive of all Taxes) |
|--|---------------------------------------|
| Tea  | 10/-                                  |
| Water (Packed Mineral Water of minimum 500 ml) | 10/-                                  |
| Coffee   | 20/-                                  |
| Sweet of the day                               | 20/-                                  |
| Samosa/Kachori/Pattie/Sandwich                 | 20/-                                  |

**Note :- No other items are permitted to be sold in the café. If any other items are found to be sold or any items are sold above the approved price list, then the Commercial – In- Charge of the Airport /Duty Terminal Manager at the Airport shall have the power to get those items removed and to charge a fine of Rs. 500/- per instance.**

2. It is the responsibility of the licensee to obtain all applicable clearances / permits from the respective Govt. agencies / local authorities, if any, for running the subject facility.
3. Penalty: The penalties of ~~Rs. 2500 (Rupees Two Thousand Five Hundred only)~~ per incident for 'Mega' and 'A' category airports and **Rs. 500 (Rupees Five Hundred only)** per incident for 'B', 'C', 'D', and 'Other' category airports will be imposed on violation of terms & conditions of agreement at applicable rates **or** decided by the appropriate authority / Competent Authority from time to time. The violations will include the following also:
- i) Non-issue of receipt to passenger,
  - ii) Misbehaviour by staff and
  - iii) Over charging etc.
4. The licensee shall maintain a complaint register in the counter, easily accessible to the customers for recording their suggestions/ complaints.
5. To ensure transparency, accountability and timely submission of financial data, the concessionaire Shall shall furnish sales and revenue data to the Competent Authority as and when requisitioned.
6. The above menu is fixed for the entire period of contract.

**All the above guidelines will form part of the agreement. The above Special Terms & Conditions shall form part of the Agreement.**

**Signature of license**



**APPENDIX: 4 of Annexure A of Annexure-III**

**SCHEDULE OF PREMISES**

|                         |   |
|-------------------------|---|
| <b>Airport</b>          | <b>Jorhat Airport</b>                   |
| <b>Facility</b>         | <b>UDAN YATRI CAFÉ COUNTER</b>          |
| <b>Location</b>         | <b>City Side Area at Jorhat Airport</b> |
| <b>Area (in sq mtr)</b> | <b>5 SqM</b>                            |

**(SIGNATURE OF THE LICENSEE)**

**ANNEXURE: C of Annexure-III**

**ACCEPTANCE LETTER  
(To be submitted in applicant letter head)**

To,

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

**The Airport Director,  
Airports Authority of India,  
Jorhat Airport,**

**Sub: Acceptance of AAI's NIQ Conditions**

Sir,

The NIQ documents for the **License to Operate UDAN YATRI CAFE at City Side of Terminal Building at Jorhat Airport** have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the NIQ documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the NIQ Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the NIQ conditions of AAI's NIQ documents in its entirety for the above facility.
4. The contents of clause 21 of Notice inviting NIQ of the NIQ Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional NIQs without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I / We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I / We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
9. I/ We hereby declare that:
  - a. I / We have examined and have no reservations to the NIQ Document, including the Addendum (if any) issued by AAI.
  - b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice

or restrictive practice, as defined in Clause 8., General Information and Guidelines of the NIQ Document, in respect of any NIQ or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and

- c. I/We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clause 8. a) to d), General Information and Guidelines of the NIQ Document of NIQ Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - d. I/We do not have any conflict of interest in accordance with Clause 9., General Information and Guidelines of the NIQ Document of the NIQ Document.
10. I/We declare that we satisfy and meet the requirements as specified in the NIQ Document and eligible to submit a Proposal in accordance with the terms of this NIQ Document.
  11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the NIQ process itself, in respect of the award of Sabov-mentioned concession and the terms and implementation thereof.
  12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.
  13. I/We agree and understand that the Proposal is subject to the provisions of the NIQ Documents. In no case, I /We shall have any claim or right of whatsoever nature if the contract is not awarded to me/us or our Proposal is not opened.
  14. I//We agree and understand that on account of non-acceptance of award or on account of non- completion of NIQ conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the NIQs at its airports or at any other place under the control of AAI, for a period of **one (01) year**.
  15. I//We agree and understand that in case the documents submitted by my/our firm along with NIQ are false / incorrect, the NIQ of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further NIQ/ NIQ of AAI, for a period of **two (02) years**.
  16. I / We agree and undertake to abide by all the terms and conditions of the NIQ Document.

Dated this ..... Day of ..... , 20....

|  |  |
|--|--|
| <b>Name &amp; Address of the Applicant:</b>                        |  |
| <b>Name, Signature &amp; Seal of the Authorized Representative</b> |  |

**ANNEXURE: D of Annexure-III**

**DETAILS OF BIDDER**

|           |  |  |
|-----------|--|--|
| <b>1.</b> | <b>Details of Bidder</b>   |  |
| (a)       | Name:  |  |
| (b)       | Country of Incorporation:  |  |
| (c)       | Legal status of bidder (sole proprietor, partnership firm or a company under the Companies Act).<br>If Company, DIN of all Directors of the Company. |  |
| (d)       | GST  |  |
| (e)       | PAN  |  |
| (f)       | Address of the corporate headquarters and its branch office(s), if any, in India:  |  |
| (g)       | Date & Details of incorporation and/or commencement of business:   |  |
| <b>2.</b> | <b>Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Concession:</b>   |  |
| <b>3.</b> | <b>Details of individual(s) who will serve as the point of contact/ communication for the AAI:</b>   |  |
| (a)       | Name & Designation   |  |
| (b)       | Correspondence Address   |  |
| (c)       | Email  |  |
| (d)       | Tel / Fax No   |  |
| <b>4.</b> | <b>Particulars of the Authorized Signatory of the Bidder:</b>  |  |
| (a)       | Name & Designation   |  |
| (b)       | Correspondence Address   |  |
| (c)       | Email  |  |
| (d)       | Tel / Fax No   |  |

**(Signature of Authorized Signatory)**

Name: [•]

Designation: [•]

Date:

**Seal or Stamp of Bidder**

**ANNEXURE: F of Annexure-III**

**FORMAT FOR LETTER OF UNDERTAKING**

[SELF-DECLARATION OF THE BIDDER THAT THE FURNISHED INFORMATION  
FOR  
EXPERIENCE IS TRUE, TO BE SUBMITTED ON COMPANY LETTER HEAD]

Sir,

I, \_\_\_\_\_, on behalf of  
\_\_\_\_\_ do hereby affirm and declare that the  
information provided for claiming the relevant Experience and Financial Capacity for the  
bid and the documents provided is true and correct to the best of my knowledge and  
belief and nothing material has been concealed therein.

I understand that concealment of facts and giving false information is a  
punishable offence and the agency \_\_\_\_\_  
can be barred and legal action may be taken as per the relevant provisions of law.

Yours faithfully,

Signature of the licensee

Name \_\_\_\_\_

Designation (with seal) \_\_\_\_\_

**ANNEXURE-G of Annexures-III**  
**DECLARATION**

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

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

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

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

2. I/We, including my/our allied firms, are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. *(In case if you have been debarred / blacklisted, submit all the details).*
3. I/We have not faced/are not facing any action under PPE Act/ AAI Act, with AAI. *(In case if you have faced/are facing action under PPE Act with AAI, submit all the details).*
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports  
*(In case if you have been ordered by Court of Law, submit all the details).*
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company/firm/concern is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues up to the date as specified in GENERAL INFORMATION AND GUIDELINES para 3 of NIT with AAI".  
*(In case if you fall under anyone of the above category, please furnish all such relevant details).*
6. I/We do not have any conflict of interest as detailed in clause 9 of general

information and guidelines of NIQ document.

7. I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees”

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

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

**Date:**

**Signature with Seal**

**ANNEXURE: H of Annexure-III**

**LIST OF NEAR RELATIVES EMPLOYED IN AIRPORTS AUTHORITY OF  
INDIA**

| <b>S. No.</b> | <b>Name of the employee</b> | <b>Designation</b> | <b>Relationship with Bidder(s)</b> | <b>Place of Posting</b> |
|---------------|-----------------------------|--------------------|------------------------------------|-------------------------|
|               |                             |                    |                                    |                         |
|               |                             |                    |                                    |                         |

**SIGNATURE OF BIDDER**

**Note:**

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

**To be sent in Sealed ENVELOPE 2**

**Financial Bid Format NIQ-JORHAT**

I, \_\_\_\_\_  
\_\_\_\_\_ <Name, Designation & Company Name with Address>,

**Quote** INR \_\_\_\_\_ (Rupees \_\_\_\_\_  
and \_\_\_\_\_ paise) (Not including taxes and charges) **per month** as License Fees for operating UDAN  
YATRI CAFÉ at City Side of Jorhat Airport.

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

The quoted monthly financial Bid shall be at least **MRLF Rs. 1,800/-** (MRLF Rupees One Thousand Eight Hundred.) plus (Applicable Taxes and charges extra)

**Date:**

**SIGNATURE OF BIDDER  
(With Seal)**

\*\*\*\*\* **Last Page of NIQ**\*\*\*\*\*