



**E-Tender**  
**for**  
**“Meet & Greet Services (Swagat Seva)”**  
**in**  
**New Terminal Building**  
**At**  
**Gaya Airport, Gaya**

Prepared By

Checked By

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TENDER SET NO: **AAI/GY/COMML/NTB/TENDER-01/2015**



**AIRPORTS AUTHORITY OF INDIA  
GAYA AIRPORT, GAYA – 823004**

On behalf of **Chairman**, Airports Authority of India, Gaya Airport, Gaya invites tenders [through e-tendering process] for grant of License for ***Meet & Greet Services (Swagat Seva) in NTB at Gaya Airport, Gaya*** for a period of **three years**.

- 1. Downloading of Tender Documents - 14.08.2015 till 1500 hrs**
- 2. Uploading of Technical Bid and Financial Bid - 20.08.2015 up to 1500 hrs**
- 3. Opening of Technical Bids - 21.08.2015 at 1530 hrs**
- 4. Opening of Financial Bids - 28.08.2015 at 1530 hrs  
(AAI may extend /modify this date at its Discretion)**

For any further information you may contact on phone nos. 0631-2210043 & 2210129

**Airport Director  
Gaya Airport, Gaya**

**Subject:** E-Tender for Meet & Greet Services (Swagat Seva) in NTB at Gaya Airport, Gaya

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**(Signature of issuing Authority)**



**AIRPORTS AUTHORITY OF INDIA**  
**GAYA AIRPORT, GAYA – 823004**  
**Phone: 0631-2210043 / Fax: 0631-2228884**

**NOTICE INVITING E-TENDER**

On behalf of **Chairman, AAI**, sealed tenders in the prescribed form for **New Terminal Building (NTB)** are hereby invited for granting license for the following facility:

**Ref. No: AAI/GY/COMML/NTB/01/2015**

<b>Sl. No.</b>	<b>Name of the facility &amp; Area</b>	<b>Period of Contract (in year)</b>	<b>Minimum Reserved License Fee (MRLF)</b>	<b>EMD (in Rupees)</b>	<b>Tender Cost (including all taxes applicable)</b>
01	<b>Meet &amp; Greet Services (Swagat Seva) in NTB at Gaya Airport, Gaya (area approx-6.40 sqm)</b>	03	Rs.15,000/-* p.m.	Rs.18,000/-	Rs. 1,000/-

**\*Note:**

- i. **License fee** are subject to be compounded with escalation of **10% Per Annum. Service Tax** will be applicable over and above License Fee & Utility/facilitation charges.
- ii. Offer below MRLF will not be considered for award.
- iii. The successful tenderer is liable to pay over and above the quoted **License Fee**, all the applicable Taxes, Statutory levies, fees including service tax applicable at the rates declared by Govt. of India/State Govt./Local authorities from time to time.
- iv. The licensee shall pay the charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
- v. The area given is tentative and actual area will be allotted after measurement at the time of handing over of the site.
- vi. In addition, space rent & 10% of space license fee per month shall also be payable by the successful tenderer towards space rental & utility/facilitation charges respectively. Presently, rate of space license fee is Rs.840/- per sqm per month. Space license fee shall be subject to change by AAI from April 1<sup>st</sup> every year by 10%.

- vii. It shall be liability of the contractor to share invoicing details live with AAI.
2. **The parties fulfilling the following criteria are eligible to participate in the Tender:-**
- a) Agencies/Hoteliers/Convention Centers/Event Management Companies having three year experience in providing portage services, managing Lounges or providing passengers services at airports/convention Centre etc having minimum turnover of Rs.5.00 crore out of which 25% should be from the business for which experience has been claimed.
  - b) Turnover of the company/agency as a whole may be in any of the last 3 financial years. The turnover should be duly certified by a Statutory Auditor. Similar business means the business carried out from the related/comparable activity for which the experience has been claimed.
3. Gestation period of 30 days or actual commencement of commercial operation whichever is earlier will be permitted.
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. Any party either a firm or an individual falling under the following categories is not eligible:
- (a) De-barred/black listed by CBI, AAI or any Undertakings/Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt.
  - (b) Parties facing action under PPE Act, with AAI.
  - (c) Parties either an individual or a business establishment, who has been ordered by a court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the Tender.
6. Tender documents indicating full details of the license will be available at AAI website [www.aai.aero](http://www.aai.aero) or [www.airportsindia.org.in](http://www.airportsindia.org.in) and portal address <https://etender.aai.aero/irj/portal> upto 14.08.2015. Bidder(s) shall have to pay the tender document fees through payment gateway provided by HFDC/ IndusInd Bank.
7. Tender documents duly completed in all respects containing Technical Bid along with the Financial Bid (separately) be uploaded (in English only) at AAI e-tender portal on **20.08.2015** up to **1500** hours positively. Each page of documents submitted in Technical Bid should be signed by the authorized representative of the tenderer. The authorization (power of attorney) should be on non-judicial stamp paper of Rs.100/- duly attested by Notary public.

- i) The Earnest Money Deposit (EMD) of value of Rs. **18,000/-**(Rs. **Eighteen Thousand only**) shall be accepted online, only through the E-Tender portal via bank transfer in the form of RTGS/NEFT. Vendors shall use the payment gateway of IndusInd Bank/HDFC bank integrated for the purpose with the AAI E-Tender portal.

**Note:** EMD in the form of Cash/Demand Draft or any other form shall not be accepted. Vendors shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of EMD via Bank Transfer in the form of RTGS/NEFT to any AAI employee during the process of the tender. In no scenario the vendors are required to submit/contact any AAI employee for physical submission of any documents before opening of the Bids. **The tenders of the bidders who fail to submit the EMD before the stipulated time shall be rejected outright.**

- ii) The Technical Bids of the tenderers shall be opened at **1530** hours on **21.08.2015**.
- iii) Financial Bid of Technically Qualified Bidders only will be opened.
- iv) AAI reserves itself the right to extend the date of receiving/ opening of the bids.

8. AAI reserves to itself the right to reject the Conditional Tenders without assigning any reason thereto.
9. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
10. The successful tenderer must necessarily operate the contract for a minimum of 50% of the total period of contract, failing which; the licensee may be debarred from participating in any commercial tenders of AAI, for a minimum period of **1 (One)** year.

**(AIRPORT DIRECTOR)**

## **"e-Tendering guidelines to the bidders "**

1. E-Tendering Participation Requirements : Interested vendors willing to participate through e-tendering process are required to register themselves on this portal following the process given below :

> Click on the link -> New bidder? Apply for authentication

1.1 User name and Password: The objective of obtaining system generated user identification (UID) followed by Password is essential for downloading of tender document. The tender document is uploaded by AAI using digital signatures. However, digital signature is not required for downloading of tender document. The portal can be viewed through guest user (id) for getting tender details & other information at portal.

1.2 There is no registration fee applicable. However, bidder(s) shall have to pay the tender document fees through payment gateway provided by HFDC making payment through credit cards.

1.3 For any technical assistance with regard to the functioning of the portal the bidders as well as AAI users may contact according to the escalation matrix as mentioned below :

Sl. no.	<u>Timings Between (08:00-19:00Hrs)</u>		Help Desk Number	Escalation Matrix	E-mail address
	From	Till			
1.	08:00 Hrs	19:00 Hrs	011-24626632  011-24632950 Ext-3512,  08510096161  08510096262  08510096363		<a href="mailto:e-sap1@aai.aero">e-sap1@aai.aero</a>
2.	Mr Mukesh Kumar  Manager(IT)		011-24632950, Ext-3505	After 4 hours of issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a>
3.	Mr A. K. Sharma  JointGeneral Manager(IT)		011-24647596	After 12 hours	<a href="mailto:aniruddhasharma@aai.aero">aniruddhasharma@aai.aero</a>
4.	General Manager(IT)		011-24656414	After 24 hours	<a href="mailto:gmit@aai.aero">gmit@aai.aero</a>

- 1.4 Digital Certificates: Vendors are required to obtain digital certificate of Class III from authority duly certified from Govt of India. (Please see [www.cca.gov.in](http://www.cca.gov.in))
- 1.5 Bidder's training support system: Detailed information in this regard have been provided to the bidders at this portal.
- 1.6 The instruction to the bidders for registration is given in this document subsequently.
- 1.7 Training support system for registered bidders is given inside the portal and visible to the registered bidders only.

## Special Terms and Conditions

1. The total area for Meet & Greet Services (Swagat Seva) is **6.40 SQM appx.** at visitors concourse area in New Terminal Building.
2. Licensee shall be allowed to use the allotted counter exclusively for the purpose of services for which it is allotted and not for any other purpose under any circumstances.
3. The Licensee shall operate the facility throughout the operational hours of the Airport.
4. The Licensees shall render passenger handing services which will consist broadly of following:-
  - a) To assist in clearing airport formalities and to escort check-in and immigration counters (for International Terminal Building)
  - b) To provide portage services to the un-accompanied minors, elderly, sick and physically challenged passengers.
  - c) To provide assistance for hiring a car, taxi, hotel booking, arranging tickets, transportation from aircraft to the terminal building.
  - d) To assist in reservation and purchase of tickets etc.
  - e) To provide catering services, arrange conference room, arrange services of business centre.
5. The Licensee shall have on line booking services available for booking etc by passengers even before landing/departure.
6. The licensee shall ensure that the passengers are not coerced/ persuaded for availing the services. No canvassing shall be permitted. The service provided by the Licensee shall be purely optional which could be availed by the desirous/needly passengers only. Any complaint received on this regard shall be dealt seriously and a penalty of **Rs.1, 000/-** shall be imposed on the licensee besides taking other action as envisaged in the agreement.
7. The licensee shall maintain a complaint book at the allotted counter(s) and the same should be easily accessible to the passengers for recording their suggestion/complaints which shall be kept open for inspection by the Airport Director or his authorized representatives.
8. The licensee shall be solely responsible for any claim and /or liability arising out of the above activities.
9. The staff deployed by the Licensee shall be well trained, fluent in English Hindi and local Language of the Airport.
10. The Licensee shall employ well groomed persons with pleasing personality having good communication skills. They will display utmost courtesy towards the customers. The employees of the Licensee while on duty shall be well dressed with proper uniform, to be

- provided by the licensee at his/ or her cost and shall display the identity cards along with name badges.
11. The party will pay the quoted license fee, space rent and the utility charges for counter space allotted to him/them.
  12. The licensee shall be permitted to charge **Rs.300/-** per passenger for providing the above services.
  13. The licensee shall submit a monthly report statement to AAI with regard to the total number of passengers catered/served and amount realized for billing purpose.
  14. No rebate in license fee shall be considered /allowed to on account of temporary closure of Airport, reduction in the no of flight operation etc. and also in case of ban of visitors at airport imposed by BCAS and /or statutory Authority and or AAI or any restriction imposed by any regulatory/statutory authority at the Airport in regard to the services.
  15. The licensee shall comply with all applicable laws, ordinance, Rules & Regulations prescribed in Contract Labour Act 1970, EPF Act 1952, ESI Act 1948; Payment of Wages Act 1936, and Minimum Wages Act 1948 and Workman Compensation Act 1923 in respect of this contract and shall pay at his own cost all charges in connection therewith.
  16. The Licensee shall abide by all the rules and regulations of Labour Laws applicable from time to time.
  17. PIC will be issued as per Guidelines of BCAS and on payment of applicable charges by the Licensee.
  18. Licensee shall keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Airport Director, AAI or his representative.
  19. Tenderer are requested to visit the site to assess the feasibility of business before bidding. No reduction in license fee will be entertained by AAI at a later stage.
  20. The above terms and conditions shall form of the agreement.

## GENERAL INFORMATION/GUIDELINES

1. **Tender documents** are not **transferable**.
2. Tenderer(s) must use tender documents downloaded in his/ their name from AAI for which a serial number has been allotted from AAI website.
3. **Technical Bid** shall be opened first on 21.08.2015 at 1530 hrs & shall contain scanned copies of basic documents to be uploaded specified as under:
  - a) The Earnest Money Deposit (EMD) of value of Rs. **18,000/- (Rs. Eighteen Thousand only)** shall be accepted online, only through the E-Tender portal via bank transfer in the form of RTGS/NEFT. Vendors shall use the payment gateway of IndusInd Bank/HDFC bank integrated for the purpose with the AAI E-Tender portal.

**Note:** EMD in the form of Cash/Demand Draft or any other form shall not be accepted. Vendors shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of EMD via Bank Transfer in the form of RTGS/NEFT to any AAI employee during the process of the tender. In no scenario the vendors are required to submit/contact any AAI employee for physical submission of any documents before opening of the Bids. The tenders of the bidders who fail to submit the EMD before the stipulated time shall be rejected outright.

### **Refund of EMD:**

EMD of unsuccessful bidders received through bank transfer mode (RTGS/NEFT) shall be refunded online through the same mode (BT) only and it shall be refunded in the Bank Account whose details are provided on the portal at the time of submission of the tender. The refund of EMD to bidders who fail to qualify the eligibility/technical stage shall be initiated automatically within 7 days of their rejection. For all bidders whose financial bids are opened the refund of EMD except for H-1 bidder shall be processed within 7 days of opening of the financial bid.

- b) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
- c) Self-attested copies of the PAN Card, Sales tax registration certificate (VAT in states it has become applicable) Service tax registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. 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.

- d) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Accounts / Balance Sheet in any of the last 3 financial years of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per companies Act.
- e) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.
- f) No dues certificates, in case of ex-licensee / existing licensee from all airports as may be applicable.

**Disqualifying conditions:**

- 1) Undisputed dues (including interest on delayed payments) exceeds one month's license fee in each contract.
  - 2) Dues (undisputed) exceed available security deposit (for each contract considered separately).
- g) Form of unconditional acceptance duly signed.
  - h) Declaration of causes/ action under PPE Act initiated by AAI. **(Nil Statement to also be submitted).**
  - i) Declaration giving the details of outstanding dues (disputed /undisputed) settled or pending for payment as ordered by the court of law. **(Nil statement to also be submitted.)**
  - j) Experience documents **(as per para 2 of NIT).**
  - k) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of black listing or debarring effected by AAI, or any Govt. of India department, any central or state public sector undertakings.**(NIL statement to also be submitted).**
  - l) The tenderer (s) shall give the list of his near relatives employed in AAI as per **Annexure-V.**
  - m) Tender document containing Notice Inviting Tender, Special Terms & Conditions , General Information's & Guidelines, License Agreement, Schedule Of Premises, General Terms & Conditions (Annexure-I) letter of understanding & form of Bank Guarantee (Annexure-II), Check List (Annexure-VI) & location plan duly signed by the authorized representative. Authorization document should be on Rs.100/- non-judicial stamp paper.

**Note: One set of scanned copy of complete technical documentation comprising of documents as listed at clause 3 (a to m) of the General Information and Guidelines shall be uploaded along with the Technical Bid.** In case tender uploaded by the tenderers is not accompanied by any of the documents stated above at Para 3 ( a to m), such tender shall not be considered.

**Important: AAI reserves the right to verify, refer any document to the concerned Authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of Financial Bid.**

- 4. Financial Bid** in respect of those firms who qualify technically should only be opened. The bidder has to quote their best competitive highest price for license fee more than the MRLF amount of Rs. 15,000 per month. **License fee** are subject to be compounded with escalation of **10% Per Annum**. **Service Tax** will be applicable over and above License Fee & Utility/facilitation charges.
- 5 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) No party or legal entity is allowed to submit more than one tender.
- c) 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.
- d) 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/ or before submission of Tender (applicable for Tender downloaded from website). Also it will be mandatory for them to submit the basis and proof of the relationship during the **Technical Bid** stage.
- e) 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.
- f) 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, then the said entity may not be allowed in AAI tenders.
- 6.** Downloading of tender form will be stopped on due date and time as given in the tender notice.
- 7.** It may be noted that the **Earnest Money Deposit** of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of one year, on account of non-completion of the following:

- (a) Acceptance of the offer within **10** days from the receipt of the award letter.
- (b) Payment of advance license fee for one month within **15** days from the receipt of the award letter.
- (c) **(i)** Licensee shall deposit an amount equal to last 04 months license fee as a **Security Deposit**. Payment of Security Deposit will be accepted only in the form of Demand Draft/ Pay order/ Bank Guarantee of a Nationalized/ Scheduled Bank in favour of Airport Director, Airports Authority of India, Gaya, within **15** days from the receipt of the award letter. Bank guarantee from the **Co-operative Bank** will not be accepted. The validity of Bank Guarantee should be more than 3 months from the contract period and **No Interest** is payable on **Security Deposit**.
- (ii)** Payment of Security Deposit for Electricity/Water/Telephone etc. shall be Rs. **15,000/-**.
- (d) Execution of the Agreement within **15** days; and
- (e) Commencement of the facility as per **para 3 of NIT**.
- 8.** Tender(s) will remain valid for a period of **180 days** from the date of opening of the **Technical Bid**. If any tenderer withdraw 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. The tenderer(s) may extend the validity of their tender(s) with the consent of AAI.
- 9.** The tenderer(s) shall give the list of his near relatives employed in AAI as per **Annexure-V**.
- 10.** The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives\* of AAI employees.
- 11.** a) If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAI and the EMD received will be forfeited. The party will also be debarred from participating in any tender of AAI for a period of **1 year**.
- b) If any contract is terminated due to any Illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned Authority then the party will be debarred till he obtains a clearance from the concerned Authority.
- c) If at any stage, AAI finds that the party had submitted any false/ wrong /concealment of information/ document affecting eligibility criteria of the facility, in such case, EMD shall

be forfeited and party is liable to be debarred for **three years** for participation in AAI tenders.

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

- 12.** Post bid and pre bid query shall be carried out through e-mode only.
- 13.** AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
- 14.** AAI reserves right to reject any or all tender(s) in part or in full without assigning any reason.

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

## LICENCE AGREEMENT

**SUB: Agreement for Meet & Greet Services (Swagat Seva) in NTB at Gaya Airport, Gaya.**

THIS AGREEMENT made this .....day of .....of Two Thousand Fifteen between the **Airports Authority of India**, a body Corporate constituted by the Central Government under the Airports Authority Act 55 of 1994) and having its Corporate office at **Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003** and office at all the Airports in India represented by **Airports Authority of India**, hereinafter called the 'Authority' ( which terms shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airports Director, 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 terms shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the licensee)

WHEREAS the Authority is entitled in 'Law' to grant license at its **Gaya Airport** for the purpose of Grant of License for Meet & Greet Services (Swagat Seva) in NTB 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 here under:

**AND WHEREAS** the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesseth:

1. ***That this license for the said facility shall be valid for the period of 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 on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 10<sup>th</sup> day of English calendar month as under:

Years	Amount of monthly License Fee	Additional Percentage / Royalty
1 <sup>st</sup>		
2 <sup>nd</sup>		
3 <sup>rd</sup>		

3. That in addition to the above said license fee, Licensee shall pay space rental, utility charges & all charges towards 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 supply 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 license fee space rental etc. by cheque / demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.
6. In the event of outstanding dues exceeds one month, the Authority may without prejudice to other rights and remedies be entitled to charge penal interest @ 12% per annum on delayed payment for the first month and thereafter @ 18% per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of two (2) months, the contract shall be terminated and the dues along with penal interest shall be adjusted from the Security Deposit without grant of any extension whatsoever.
7. That the Licensee shall deposit a sum of Rs ..... i.e. an amount equal to last 04 months license fee as Security Deposit in the form of Demand Draft/pay order/Bank Guarantee from a nationalized /Scheduled bank in favour of Airport Director, AAI, Gaya. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him without interest.
8. That the Licensee shall deposit in cash/pay order **Rs.15, 000/-** 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 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.
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 in 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 accounts whatsoever.
14. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
15. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an 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. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
18. The Licensee shall not terminate the 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 thereto.

- 19.** In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
- 20.** The Authority and the Licensee further agree that they are bound by the General Terms & Conditions and Special Terms & Conditions of the NIT.

SIGNED BY \_\_\_\_\_ **AIRPORT DIRECTOR**, AAI, GAYA AIRPORT, GAYA FOR  
AND ON BEHALF OF THE AAI.

(SIGNATURE)

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED BY \_\_\_\_\_ FOR AND ON BEHALF OF \_\_\_\_\_

(SIGNATURE)

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

## **SCHEDULE OF PREMISES**

1. Space measuring : 6.40 sqm(Appx)
2. Location at : Visitors Concourse area in NTB at Gaya Airport, Gaya.
3. Purpose. : Meet & Greet Services (Swagat Seva)



## 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 airports 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 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 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 issue 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 function, 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 licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence or any part thereof.
  - (b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the Licensee is allowed to carry on under this agreement and to the area in which the said premises are located.
7.
  - (a) The Licensee shall Indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in the due

observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

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

8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, Airport 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. 500/-** per day for each default up-to 7 days and thereafter **Rs. 1000/-** per day and can take other action including termination of the licence.
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 by them and his agent and servants.
  - c) The Licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious diseases. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contract with the person and take any precautionary and preventive measures considered necessary.
  - d) The Licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
  - e) The Licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or unsanitary situation prejudicial to public health.
  - f) In the events of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (i) to (v), the Authority will be entitled and be at liberty to

determine the Licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the agreement.

10. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
11. (a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 Kg. CO2 fire extinguisher in the licensed premises at his cost before commencement of business.  
  
(b) No wooden partition/inflammable materials shall be permitted in the licensed premises. The material to be used for partition/fabrication of the shop/office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.  
  
(c) 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 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 fire extinguisher as provided in the terminal/licensed premises.

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

15. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the Licensee.
16. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
17. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and there upon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature produced and released by the Publication Division of Government of India and /or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms & conditions as may be fixed by the said Publications Division or said Tourist Department.
19. The Licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the Licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
20. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible, to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority.

21. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event. However, rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulation/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the terms & conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation/bargaining will be entertained.
25. On expiry of the license period or on termination of the license by the Authority on account of any breach on the part 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 goods/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
26. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/land/garden/tank/premises to or in favour of the licensee but shall be construed to be only as a license in terms& conditions herein contained.
27. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
28. The provision of the public premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed there under which are now in force or which may hereafter come in to force shall be applicable for all matters provided in the said Act.

29. All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the public premises (Eviction of Unauthorized Occupants) Act and the rules framed there under which are now enforced or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. 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 Committed. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the Sole Arbitrator by the Chairman/ Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute. 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. 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. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any court of Law, on this account.
30. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/district where the airport is located:
- i. **Dispute Resolution Committee (DRC):-**In case of any dispute, the Licensee may refer the case in writing to the DRC of the Swami Vivekananda Airport. The DRC will give its clear recommendation within days of the reference of the case. The licensee will be given opportunity to present its views to the DRC in addition to the written statement. The recommendations will be put up to the Competent Authority for decision. The process shall be completed within 30 days.
  - ii. **Arbitration Clause:** - This clause shall be invoked only in case the dispute is not resolved by the DRC with 45 days. Once this clause is invoked, the DRC process will cease to be operative. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorised Occupants] Act and the rules framed there-under which are now enforce or which may hereafter come into force are applicable), 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.
  - iii. 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.

- iv. Acceptance or challenging arbitration award by CHQ shall be done after obtaining views/recommendations of the RED-Kolkata.
- v. 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.
- vi. The licensee shall pay the full amount of license fee regularly as per the agreement and perform all the covenants of the agreement even the licensee has requested for appointment of arbitrator and/or during the course of arbitral proceedings.

**31. Exit Clause: -**

(a) **Normal Termination-** The contract will be deemed to be terminated on the last day 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 Licensee in writing and duly accepted by the Licensee. The liability of the Licensee will 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 after the contract is deemed to have been terminated by operation of this clause.

(b) **Termination for cause-** If the Licensee or the Authority has invoked the internal dispute resolution clause (as per which the dispute referred to the Dispute Resolution Committee (DRC) is to be completed within a period of 45 days) the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay the Authority 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 be deemed to have commenced irrespective of the arbitration proceedings.

(c) **Termination for convenience:** - Either party can serve the notice by giving requisite notice period. If the party has served the notice, then the party is liable to pay the demurrage charges as below-

<b>Notice period</b>	<b>Demurrage Charges payable by the Licensee</b>
If the Termination occurs before the expiry of 50% of the period of contract	Six months" current license fee
If the Termination occurs after the expiry of 50% but before the expiry of 75% of the period of contract	Four months" current license fee
If the Termination occurs after the expiry of 75% of the period of contract	Three months" current license fee

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

**32. Penalty for unauthorized occupancy:** - Exponential penalty on license @ double the license fee per month in the form of damage charges can be imposed on the Licensees unauthorized occupying the premises after expiry of contract period.

**32. Rules related to Bank Guarantee: -**

- a) The validity of Bank Guarantee should be for the contract period plus three months.
- b) Bank Guarantee shall from nationalized banks and Scheduled Banks as per RBI guidelines. However, no bank guarantee from any Co-operative bank will be acceptable.
- c) The authorized person signing the contract agreement should obtain a written confirmation from the Issuing bank.
- d) The Original Bank Guarantee will be maintained by the agreement signing authority of AAI along with the original contract papers.
- e) In normal circumstances the original BG is to be sent by the bank directly to AAI with a covering letter. In case of any exigency if the BG is brought by the contractor by hand than it should be mandatory for the contractor to ensure that the bank sends the unsigned copy/ attested photocopy of the BG by post directly to AAI.

**34. Extension of License:** - The License may be extended by the Authority after taking approval from the Competent Authority for a maximum period of six months on same terms and conditions on a negotiated License fee not less than the one arrived at after 10% escalation to the last license fee paid.

**35. Rebate Clause:** No rebate on any ground is permissible in the license Fee.

(SIGNATURE OF LICENSEE)

**For successful bidder only**

(Letter of understanding from the Depositor to Bank to be submitted along with Bank Guarantee to Airports Authority of India.)

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

**Sub.: My / Our Bank Guarantee No. ....dated.....for  
Rs..... Issued in favour of Airports Authority of India A/c .....**

Sir,

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

I hereby authorize the Airports Authority of India in whose favour the deposit is made to encash / close the subject Bank Guarantee before maturity / on maturity towards adjustment 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:

## 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 operating the \_\_\_\_\_ (complete name and the place of work) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, \_\_\_\_\_ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the 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 AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees.....) and extended for the amount increased from time to time as aforesaid.
2. Not with standing 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 & conditions of the said License Agreement made between the Authority and the Licensee and/ or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment,

time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of \_\_\_\_\_ or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till \_\_\_\_\_ and you have the right to en-cash this Guarantee up-to \_\_\_\_\_ from the said date unless extended or demanded by AAI.

**NOTWITHSTANDING anything contained herein:**

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

For Bank name

Dated:  
Place:

Witnesses:

FORM OF UNCONDITIONAL ACCEPTANCE OF TENDER DOCUMENT  
(SHALL BE SUBMITTED WITH TECHNICAL BID)

**Refer Clause 8 of Notice Inviting Tender**

To,

**Airport Director**

Airports Authority of India

**Gaya Airport,**

Gaya

Sub: **Unconditional Acceptance of AAI's Tender Conditions.**

Sir,

1. The Tender Document for the facility Meet & Greet Services (Swagat Seva) in NTB at Gaya Airport have been provided to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us. Which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. I/We hereby unconditionally accept the Tender Conditions of AAI's Tender document in its entirety for the above facility.
3. The contents of **Clause 8 of Notice Inviting Tender** of the Tender Document 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/We will immediately report it to the appropriate authority of AAI.
5. The required earnest money for this facility is enclosed herewith.

Yours Faithfully,

(Signature of the Tenderer)  
With rubber Stamp Date:

Date:

**DETAILS OF LICENCE HELD AT AIRPORTS & SHALL BE SUBMITTED WITH TECHNICAL BID**

1. Details of license, if any, held at any airport in own name or in the name of spouse, Children, parents, grand children, brothers, sisters or any other near relatives.
  - a) Nature of license(s)/ Contract(s) held :
  - b) Place of license :
  - c) Period of license(s)/ Contract(s) :
  - d) No Dues certificate from the **station-in-charge** in respect of no dues to be attached
  - e) Name and address of spouse / legal heirs of the tenderer(s)

SIGNATURE OF TENDERER

Note:

1. In case of **NIL** report, Performa must be filled with **NIL** report and submitted duly signed.
2. In case the above space is not adequate, the details (a to d) on additional sheets Duly signed may be attached.

**LIST OF NEAR RELATIVES EMPLOYED IN AAI & SHALL BE SUBMITTED WITH TECHNICAL BID**

S.No.	Name	Designation	Relationship with tenderer(s)	Place of Posting

SIGNATURE OF TENDERER

- NB:
1. In case of NIL report Proforma must be filled with nil report and submitted duly signed by Authorized Signatory.
  2. In case the above space is not adequate, the details on additional sheets duly signed by Authorized Signatory may be attached.

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

<b>S.N.</b>	<b>Particulars of documents</b>	<b>Whether submitted</b>	<b>If submitted, Page nos</b>
1	Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.		
2	Self-attested copies of the PAN Card, Sales tax registration certificate (VAT in states it has become applicable) Service tax registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect.		
3	Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Accounts / Balance Sheet in any of the last 3 financial years 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 firms and approved by-laws in case of co-operative societies.		
5	No dues certificates, in case of ex-licensee / existing licensee from all airports as may be applicable.		
6	Form of unconditional acceptance duly signed <b>(Annexure-III)</b>		
7	Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of black listing or debaring effected by AAI, or any Govt. of India department, any central or state public sector undertakings. <b>(Annexure-IV)(NIL statement to also be submitted)</b>		
8	Declaration by the party on Rs.100/-non-judicial stamp paper that: a) Party is not Debarred/blacklisted by CBI or AAI or Undertakings /Departments like ; Railway, Defense or any other Department of Govt. of India / State Govt. b) Party is not facing action under PPE Act with AAI. <b>(Nil Statement to also be submitted)</b>		
9	Declaration giving the details of outstanding dues (disputed /undisputed) settled or pending for payment as ordered by the court of law. <b>(Nil statement to also be submitted)</b>		
10	Experience documents <b>(as per para 2 of NIT)</b>		
11	The tenderer(s) shall give the list of his near relatives employed in AAI as per <b>Annexure-V</b>		
12	Tender document containing Notice Inviting Tender, Special Terms & Conditions , General Information's & Guidelines, License Agreement, Schedule Of Premises, General Terms & Conditions (Annexure-I) letter of understanding & form of Bank Guarantee (Annexure-II) check list (Annexure-VI) duly signed by the authorized representative. Authorization document should be on Rs.100/- non-judicial stamp paper.		