



Document No. AAI/AGT/COMML/ 01/2018

SUB: Quotation for awarding License for ATM Counter at Agatti Airport

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Issued to :-

SIGNATURE OF ISSUING AUTHORITY

[Handwritten Signature]
20/04/2018

विमानपत्तन निदेशक
AIRPORT DIRECTOR
भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India

Quotation : AAI/AGT/COMML/ 01 /31-03-2018

अगति हवाई अड्डा, अगति-682 553
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NOTICE INVITING QUOTATION

1. Quotations in the prescribed form duly sealed are hereby invited for granting License for the following at Agatti Airport :-

| Name of Facility & Location | EMD (in Rupees) | License Fee Per Month (excluding GST) |
|--|--------------------------------------|--|
| Licence for ATM Counter at Agatti Airport. | 1,00,000/- (Rupees one lakh only) | to be quoted by the bidder in Rupees per Month per ATM Counter |

- (i) **Number of locations:** 1 (one) number of ATM counter outside the Terminal Building.
- (ii) **Area:** shall not exceed 3m x 2m or total of 06 (Six) Square Meters, depending on site Conditions.
- (iii) **License Fee:** The offer Quoted shall be per ATM Counter per Month. The highest bid received in the sealed offers will be treated as the 'discovered price' and the highest bidder (Bank) shall be allotted the space for establishing the ATM.
- (iv) **Eligibility Criteria:** Scheduled Commercial Banks (both Nationalized / private- having 'requisite Banking license from Reserve Bank of India. Only one tender from each bank shall be accepted.
- (v) **Period of license:** The allotment shall be for a period of five years with 10% annual compound escalation of License fee / discovered price plus utility Charges for subsequent years. The said license shall be extendable for a further period of 02 (two) years subject to satisfactory performance with regard to provision of service and payment of license fee to AAI.
- (vi) No separate space rent for the said allotted area shall be chargeable. However, electricity / any other applicable charges including Govt. Taxes shall be payable extra. In addition, Utility charges @ 10 % of normal notified space license fee shall be chargeable. The Utility charges are subject to revision from time to time on the discretion of AAI.



- (vii) The Successful bidder(s) are liable to pay all Govt taxes / GST (presently @18 %) applicable at the rate declared by Govt of India / State Govt / Union territory from time to time.
- (viii) The successful Bank shall install ATM of good working condition.
- (ix) No advertising/branding shall be permitted at the ATM Counters. Only signboard indicating the Logo and name of the Bank shall be permitted to be displayed. The maximum size of signboard should not exceed the fascia having maximum area of 12 Sq.ft.
- (x) **Gestation period:** A Gestation period of 30 (thirty) days or actual commencement of Commercial operations whichever is earlier will be permitted.

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

- (xi) AAI reserves the right to grant such permission (additional license for similar facility) to another bank at this Airport and the licensee (first bank) shall have no objection whatsoever.
- (xii) AAI shall allot the said Space for the installation of ATM. Licensee shall make arrangement for the enclosure of the ATM as desired at their own cost.
- (xiii) The prospective bidder (s) are requested to read / study the terms & conditions of subject NIQ document and may visit the site / Airport before participating in the subject NIQ and may satisfy themselves before submitting sealed offer. Request for reduction in license fee at any stage shall not be entertained by AAI.

In order get assistance from this office regarding visit of site / Airport, the Banks are requested to inform this office one day in advance for necessary arrangements for the visit.

- (xiv) Limited number of Entry Passes may be issued to be authorized vendors of the respective Banks for filling up of cash and maintenance of the machine. The successful bidder (Bank) has to ensure that the Police verification / antecedents of

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- their employees as per guidelines of BCAS (Bureau of Civil Aviation Security) is available before applying for Airport Entry passes (AEP) for their employees. Charges applicable for issue of Airport Entry passes of their employees shall be borne by the licensee.
- (xv) Compliance of prevailing Security norms etc., from time to time shall be ensured by the successful bidder. For any information / clarification pertaining to prevailing Security norms and compliance thereof etc., bidders are requested to contact Chief Security officer, AAI, Agatti Airport and BCAS, Chennai.
6. NIQ documents indicating full details of the license are available in the address highlighted below on non-refundable payment of tender cost of **Rs. 1,120/-** (Rupees one thousand one hundred twenty only inclusive of GST) on any working day between **1000 hrs to 1700 hrs from 02/04/2018 to 10/04/2018**. In case of the Quotation documents being downloaded from AAI website www.aai.aero the Quotation fee in the form of Demand Draft in favour of "Airports Authority of India", payable at **CHENNAI**, should be deposited in the office mentioned below on or before the date and time of Quotation opening.

AIRPORT DIRECTOR
Airports Authority of India
Agatti Airport, Agatti Island
Lakshadweep – 682 553
(Tel: 04894-242615 / 9447974950)
e-mail: apd-agatti@aai.aero

7. Quotation documents duly completed in all respects should reach either by Registered post or by person at the above address on or **25/04/2018** up to **1500** hours positively. The Bids shall be opened on **25/04/2018** at **1530** hours in the presence of the interested bidders or their authorized representatives.
8. AAI reserves to itself the right to reject any or all the Quotations without assigning any reason thereof and to call for any other details or information from any of the Bidder(s).
9. For any clarification / information please contact us on the above mentioned address and contact numbers:


AIRPORT DIRECTOR



GENERAL INFORMATION / GUIDELINES

1. Quotation documents are not transferable.
2. "Technical Bid" must be sealed in Envelope 'A' and "Financial Bid" in Envelope 'B' and both the Envelopes are to be sealed in 'Master Envelope', duly super scribing "QUOTATION DOCUMENT FOR ATM CENTER FOR AGATTI AIRPORT". Further "Envelope -A and Envelope-B" shall be clearly super scribed on the respective cover.
3. **Envelope 'A'** which will be opened first, shall **contain the basic documents** specified as under :
 - (a) Self attested copies of the PAN card, GST registration.
 - (b) Form of unconditional acceptance duly signed (Annexure-2).
 - (c) Documentary evidence for Experience/Eligibility criteria.
 - (d) Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) Should be in the form of Pay order / Demand Draft in favor of "Airports Authority of India" payable at "CHENNAI".
 - (e) Proof of remittance of Tender fee of Rs. 1,120/- (Rupees one thousand one hundred twenty only).
 - (f) Details of their bank account (Number, Nature of A/c, Name of Bank, IFSC Code, MICR Code, SWIFT Code etc.)
 - (f) Declaration as per the attached format (Annexure-5).
 - (g) Signed copy of the NIQ document (in all pages).


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

4. **Envelope B (Financial Bid)**

- (a) The Envelope "B" should contain only the financial bid in the format (Annexure-1) attached.



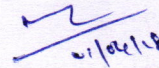
- (b) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the Bidder(s);
- (c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
5. Bidder(s) should clearly indicate the name & address of their Firm/Company/ Individual, as the case may be, on both the Envelope and should clearly indicate the name of the facility for which Quotation(s) have been invited.
6. The successful bidder may complete the following formalities in time :-
- a) Acceptance of the offer within **10** days;
- b) Payment of Advance License Fee with GST for one month within **15** days from the receipt of the Award Letter;
- c) Payment of Security Deposit equal to 2 [two] Months of licence fee plus GST in the form of Demand Draft/Pay order / Bank guarantee of a Nationalized/Scheduled Bank in favour of Airports Authority of India, CHENNAI within 15 days from the date of issue of the award letter. No interest is payable on Security Deposit.
- Note:- 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.
- d) Execution of Agreement within 15 (Fifteen) days.
- e) Commencement of the facility immediately – maximum within 30 days.
7. Quotation(s) shall remain valid for a period of 180 days from the date of opening of the Technical Bid in Envelope “A”. If any bidder withdraws during the validity period, his Earnest Money Deposit will be forfeited; however, the Bidder(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their Quotation(s) with the consent of AAI.
8. The EMD of the unsuccessful bidder shall be returned within 15 days after opening of quotation. EMD of the successful bidder shall be returned on award of contract and subject to compliance of formalities stated in Para No. 6 of the “**General Information / Guidelines**”.


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9. Billing shall commence from 31st day of award or actual date of commencement of the license whichever is earlier.
10. The Bidders shall submit the details of their bank account (Number, Nature of A/c, Name of Bank, IFSC Code, MICR Code, SWIFT Code etc.) for creation of Customer Master in AAI records, along with Quotation documents.
11. The Bidders shall submit the details of authorized signatory for signing various documents. They should also submit the address of their Registered office and Address for communication including contact telephone/mobile No. Fax No., e mail id etc, clearly, along with the Quotation documents.
12. All the pages of the documents should be serially numbered and signed by the authorized signatory shall be submitted.
13. All the above guidelines will form part & parcel of the Agreement.
14. AAI reserves itself the right to extend the date of receiving / opening of the bids as well as to extend the validity of the Quotation.
15. AAI reserves right to reject any or all Quotation(s) in part or in full without assigning any reason.

SIGNATURE OF BIDDER
(with date and Seal)


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ANNEXURE-1

TO BE DETACHED, FILLED & SUBMITTED AS FINANCIAL BID ENVELOPE "B"

AIRPORTS AUTHORITY OF INDIA
FORM OF QUOTATION

| | | |
|---|---|---|
| 1 | Quotation For | License for ATM Counter at Agatti Airport |
| 2 | Period of License | 5 (Five) Years |
| 3 | Name & Address of the Bidder (in Block Letter) | PHONE NO: MOBILE NO: FAX NO: e-mail: |
| 4 | Status of the Bidder (Proprietorship/ Partnership/limited Company) | |
| 5 | Offer of License Fee per month (to be quoted by the bidder). <u>Note :</u> i) in case of any difference in figures & words of the offer, words will be taken for evaluation. ii) GST / Govt taxes and other charges applicable as per NIQ conditions. | Rs. _____ (Rupees _____ _____ only) |

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

- (a) Earnest Money Deposit of **Rs. 1,00,000/-** (Rupees One lakh only) is liable to be forfeited by AAI, if on award of License, I/We do not accept the award or do not

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fulfills any of the conditions stipulated in Quotation documents, within the prescribed time;

- (b) On account of non-acceptance of award or on account of non completion of Quotation conditions within the prescribed time, I/We shall be debarred by AAI for further participation in the Quotations at its Airports or at any other place under the control of AAI, for a period of three years;
- (c) In case the documents submitted by me/our firm along with Quotation are found inadequate/false/incorrect, the Quotation of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its rights to forfeit the EMD of me/our firm and debar my/our firm participation in the further Quotation of AAI;
9. AAI reserves itself the right to reject the conditional offer without assigning any reason thereto;
10. AAI does not bind itself to accept the highest or any Quotation and reserves to itself the right of accepting the whole or any part of the Quotation and the Bidder shall be bound to provide the service at the rate quoted;

Signature of the Bidder _____
(With date & seal)

Name _____

Status _____

Address _____

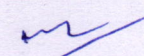
Telephone No: (Office) _____ (Residence) _____

FAX No. _____

Witnesses:

1. _____ Signature: Name, Father/Husband's name & Address

2. _____ Signature: Name, Father/Husband's name & Address


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(SPECIMEN ONLY)

LICENCE AGREEMENT

Subject : License for ATM Counter at Agatti Airport

This Agreement made this _____ day of _____ two thousand fourteen between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its Corporate Office at New Delhi and Offices at all the Airports in India represented by Airport Director hereinafter called the **Authority** (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part, and represented by _____ of the other part, hereinafter called the **Licensee** (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Licensee).

Whereas the Authority is entitled in 'Law' to grant License at AGATTI AIRPORT for the purpose of providing **ATM Counter** at the airport, and is in possession of space, more fully described in the Schedule hereunder and in the Plan annexed to this Agreement, hereinafter referred to as the premises.

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

And whereas the Authority is agreeable to grant the License.

Now, therefore, this indenture witnesseth:

1. That the License for the said facility shall be valid for the period of **5 (five)** years from _____ to _____ unless terminated earlier on account of following;
 - a) By giving 30 days notice in writing from either side without assigning any reason;
 - b) Terminated by AAI on a short notice on account of un-satisfactory performance;
2. 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.
3. That in consideration, Licensee shall pay the Authority every month in advance by way of license fees on or before 10th day of English Calendar Month.

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4. That in addition to the above said License Fee, the Licensee shall pay all charges including, utility/facilitation charges, consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the Bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
5. That the Licensee shall pay all rates, assessments, outgoing and other taxes as leviable on the Licensee in 'Laws'.
6. That the Licensee shall make payment of license fee etc., by demand draft in favour of Airports Authority of India, payable at Chennai. No outstation cheque shall be accepted in payment of license fee etc.
7. That in the event of failure to pay the license fee and other charges by due dates, simple interest @ 12% per annum be payable on all delayed payments without prejudice to the Authority's other rights and remedies.
8. That the Licensee shall deposit a sum of Rs. _____/- (Rupees _____ only) i.e., an amount equal to 2 (two) months license fee as "Security Deposit" in the form of Demand Drafts / Pay Order / Bank Guarantee from a Nationalised / Scheduled Bank (except Cooperative bank) in favour of AIRPORTS AUTHORITY OF INDIA, payable at **Chennai**. In the event of the Licensee committing any breach of the terms & conditions of the licence agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him without interest.
9. That the Licensee shall deposit in cash/DD of Rs _____/- (Rupees _____) as Security Deposit towards Electricity Charges.
10. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

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11. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding the operation of the facility affected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, statements of audited Accounts in such manner and within such period as the Authority may prescribe.
12. That the Licensee shall have no objection to the Authority for granting any other license for similar Facility at the airport premises where the licensee is rendering such services.
13. That Authority shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
14. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.
15. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give him alternative premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the Licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
17. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
18. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
19. The Licensee shall not terminate the License before the expiry of the period of the License except by giving 30 days notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 30 days notice in writing without assigning any reason there to.

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

21. The Authority and the Licensee further agree that they are bound by the Terms & Conditions as per Quotation document which shall form part and parcel of the license agreement. The award letter issued to the successful Bidder also forms part and parcel of the license agreement.

SIGNED BY _____, AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA,, AGATTI AIRPORT, FOR AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF:

Witnesses:

1.

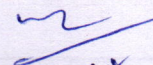
2.

SIGNED BY _____ FOR AND ON BEHALF OF _____ IN THE PRESENCE OF.

Witness:

1.

2.


01/03/18



GENERAL TERMS & CONDITIONS

The Authority hereby covenants with the Licensee as follows:

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

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from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.

7. a) The Licensee shall Indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- b) The Authority shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.
8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulation with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, the Airport in-charge shall have powers to get the premises cleared at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default up to 7 days and thereafter Rs. 1000/- per day and can take other actions including termination of the License.

The name boards of the facility shall be made in trilingual form (i.e. Malayalam, Hindi and English), with yellow back ground and black lettering.

9. The Licensee shall comply with the requirements of all standard health clauses including those given below:
 - i. 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.
 - ii. All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out them and his agent and servants.
 - iii. The Licensee shall notify to the Airport health Officer whenever any person working under him is suffering or suspected to be suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.

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- iv. The Licensee or his agents and servants shall not without consent of the Airport Health Officer, interfere with, injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- v. The Licensee, his agents and servants shall not abuse the water source and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
- vi. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of Licensee in complying with either of these conditions specified in the foregoing sub-clauses (i) to (v), the Authority will be entitled and be at liberty to determine the License forth with and resume a possession of the premises without payment of any compensation under or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.
10. The Licensee shall employ only Personnel as shall have good character and well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all person employed by him verified by the police to the satisfaction of the Authority, before the employment.
- 11 a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the Licensed premises) of minimum a 2.5 Kg 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 premise shall be as per the specification given by AAI and to be got approved by AAI in advance.
- c) License shall not use a naked light or cause or permit any such light to be used in the licensed premises.



12. The Licensee shall not damage the premises or any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repaid the damage or make the requisite replacement and call upon the licensee to replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.
13. The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
14. a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.
b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal / licensed premises.
15. The Licensee will, during the continuance of this License insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
16. In the case of such breach of the terms of this License as minor offenses and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the Licensee.
17. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publication Division of Government of India and / or Tourism Department of the Central Government or of the State Government within whose jurisdiction, the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
19. The Licensee shall not stock, sell display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review.

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01/04/18



Apart from any other legal / disciplinary action, the Licensee shall immediately remove such book, journal or articles from premises, if, decided by the Authority it is objectionable in any manner to, keep, exhibit or sell the same.

20. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by Airport Director of the Authority.
21. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event, However, rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws / Rules / Regulations / Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the key during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the Terms & Conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation / bargaining will be entertained.
25. On expiry of the License period or on termination of the License by the Authority on account of any breach on the part to of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installation, if any, provided by the Authority. Further, Licensee shall remove his / their goods and other materials from the Premises immediately, failing which Authority reserve its right to remove such good / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventually.



26. The license herewith granted shall not be construed any way as giving or creating any other right or interest in the said space / building / land / garden / tank / premises to or in favour of the Licensee but shall be construed to be only as a License in terms & conditions herein contained.
27. The authority, its servants and agents shall at all times have the absolute rights of entry into the said premises.
28. The provision of AAI (Amendment) ACT 2003 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act including taking action against unauthorized occupants as per the detail below:-

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

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

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

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- 29 (b) The licensee(s) undertake to pay the full amount of license fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.
- 29 (c) The case shall be referred to the Sole Arbitrator by the Chairman/Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.
- 29 (d) Similarly, before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the Disputed amount with AAI and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the Dispute Resolution Committee.
- 29 (e) During the arbitral and Dispute Resolution proceedings the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements.
30. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.
31. (a) The Licensee should comply with the requirement of Environment Management Systems by conserving energy and water; control of noise, water and air pollution by better effluent management, better management of solid and hazardous wastes, and complying with Pollution Control Laws and Rules in force, Instructions issued by the AAI in this regard, and by promoting an environmental awareness among their employees.
- (b) The Licensee shall ensure quality in the services provided by him by ensuring that the services are user friendly, responsive to the suggestions of the users, conform to the general standards of similar services available to the users out side the airport, and there should be continuous improvement in the services provided by the Licensee.
- (c) Any non-compliance to the to the instructions issued by the Airport Director, AAI, AGATTI Airport with regard to 31 (a) and (b) above shall be deemed to be considered as non-compliance of the terms and conditions of the Agreement, and shall be dealt with accordingly.”

SIGNATURE OF LICENSEE

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01/03/18



SPECIAL TERMS AND CONDITIONS

1. The Licensee shall provide **ATM facility at Agatti Airport** at 24 x 7 basis and pay the Authority monthly License fee at the rate quoted in the Quotation form. The 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.
2. The licensee must necessarily operate the contract for minimum 50% of the total period of the contract failing which the licensee may be debarred from participating in any Quotation in AAI for a minimum period of one year. On expiry or termination of the contract, the Licensee shall be free to remove the advertisement/Queue Managers, in its then condition.
3. All the above conditions shall form part and parcel of the agreement.

6. ADDITIONAL FIRE CLAUSE

1. The licensee shall get their electrical circuit tested, at least, once in a year and any defect noticed should be rectified immediately. Licensee shall submit the test report issued by Electrical Supervisory/license holder or Engineer to the Airport Director. Telephone numbers of fire control room shall be displayed.
2. Cable should not be laid on the false ceiling, or on the partition wall cable, where required, should be laid on metal cable trays.
3. Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit. Main switchboard, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels. Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of Airport Director.
4. Combustible material should not be stored under/close to the electric switch board/distribution board/metals and approach to electrical board should be kept clear. Storing of liquid fuel of any type is strictly prohibited.
5. If in the allotted space, no false ceiling is provided, false ceiling shall be provided by the allottee, with specific approval from Airport Director.
6. NOC shall be obtained by the Licensee from AAI for carrying out any modification. Internal partition/any modifications are not permitted unless written permission is obtained from Airport Director. Storing of any type of material above the false ceiling is prohibited.

7. EXIT CLAUSE:

a) **Normal termination:** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The

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liability of the party 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-virus even if after the contract is deemed to have terminated by operation of this clause.

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

c) **Termination for convenience:** Either party, AAI on one part and the contractor on the other part can serve the notice for termination by giving 30 days notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly the notice given by the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges as below:

| Notice period | Demurrage charges payable by the Licensee | Period of Debarment |
|--|---|---------------------|
| If the termination occurs before the expiry of 50% of the period of contract | Six months current license fee | Next one year |
| 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 | Nil |
| If the Termination occurs after the expiry of 75% of the period of contract | Three months current license fee | Nil |

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

Exponential Penalty on licensee @ double the license fee per month in the form of damage charges can be imposed on licensee's un-authorized occupation of the premises after expiry of contract period.

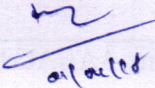
SIGNATURE OF LICENSEE



SCHEDULE OF PREMISES

- 1) Purpose : License for ATM Counter
- 2) Space : 3m x 2m or total of 06 (Six) Square Meters
- 3) Location : City Side Area of Airport near Main Entrance Gate,
Agatti Airport

SIGNATURE OF LICENSE


airtel



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

ANNEXURE-2

ACCEPTANCE LETTER

(TO BE DETACHED & SUBMITTED IN COVER NO.1 (TECHNICAL BID))

To,

The Airport Director
Airports Authority of India
AGATTI Airport
AGATTI.

ACCEPTANCE OF AAI'S QUOTATION CONDITIONS

1. The Quotation documents for **ATM Counter** 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 Quotation 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 Quotation conditions of AAI's Quotation documents in its entirety for the above facility.
3. The contents of Clause 8 of Notice Inviting Quotation of the Quotation Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional Quotations without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the Appropriate Authority in AAI.
5. The required earnest money deposit for this facility is enclosed herewith.

Yours faithfully,

Date: _____

(Signature of the Bidder)
with rubber stamp

[Handwritten signature]
01/01/18



FORM OF BANK GUARANTEE

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

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

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

1. Now therefore in consideration of the promises aforesaid and at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the authority on demand and without demur or protest and without reference to the licensee, any sums of money at any time or from time to time demanded by the authority on account of the license fee and royalty and other charges due from the licensee (inclusive of any costs or expenses and interest) and/or by way of losses and damages caused or that would be caused to the authority by reason of any breach by the licensee of any of the terms or conditions of the said license agreement and AAI shall be sole judge for this demand : PROVIDED that our liability under this guarantee shall be limited to the sum of (Rupees _____/USD.....) and extended for the amount increased from time to time as aforesaid.

2. Notwithstanding any right the licensee may have against the authority or any dispute raised by the licensee or any suit or proceedings pending in any court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.

3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variations(s) or any of the terms and conditions of the said license agreement made between the authority and the licensee and or any act of omission on part of AAI or any indulgence to the licensee by the authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said license agreement without our consent and knowledge.

4. This guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ or that of the licensee or the authority.

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भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

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 upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

I. Our liability under this guarantee shall be limited to a sum of _____ during the currency of the contract and 3 months thereafter.

II. This bank guarantee shall be valid upto _____ 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:

[Handwritten signature]
01/04/18



ANNEXURE-4

(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 Bank Guarantee bearings No. Dated.....for Rs.....
issued in favour of Airports Authority of India.

Sir,

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

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

Signature of the Depositor

Place:

Date :

[Handwritten signature]
01/04/18



DECLARATION FORMAT

I/We, _____ (Name & full address), do hereby solemnly affirm and state as follows :-

1. I/We are having/not having any contract with Airports Authority of India (in case if you have contracts with AAI, submit all the details with latest No Due Certificate and SD details).
2. I/We are having/not having any disputed/undisputed dues to AAI. (In case if you have any disputed/undisputed dues with AAI, submit all the details).
3. I/We are debarred/not debarred/blacklisted by CBI or AAI or undertakings/Departments like Railways, Defence or any other department of Government of India or State Government. (in case if you have been debarred/blacklisted, submit all the details).
4. I/We are facing/not facing any action under PPE act with AAI. (In case if you have faced PPE Act with AAI, submit all the details).
5. I/We are facing/not facing any legal action by Court of Law to pay the outstanding dues to AAI at any of the airports. (In case if you have faced legal action, submit all the details).
6. I/We have/do not have any relatives working with AAI.(In case if you have any relatives working with AAI, submit all the details).
7. I/We belong/do not belong to the category of "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 or a concern or a sole proprietor having established business with AAI and has dues with AAI". (In case if you fall under the above category, please furnish all such relevant details).
8. No raid/seizure 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 members of the consortium or against our/its associates or against any of the directors/managers/employees. (In case raid/seizure has been carried out and/or pending, please furnish all such relevant details).

Date:

Signature
Name & Address

[Handwritten signature]
01/04/18