



**NOTICE INVITING QUOTATION FOR
LICENCE FOR ALLOTMENT OF SPACE FOR
SETTING UP OF AUTOMATED TELLER
MACHINEs (ATMs) AT
PUNE AIRPORT**

NIQ No: AAI/PO/COMML/NIQ/ATM/2018

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(SIGNATURE OF ISSUNG AUTHORITY)

NOTICE INVITING QUOTATION

1. On behalf of chairman, Sealed Quotations in the prescribed format are hereby invited for granting licence for the following facility / service at Pune Airport:

Name of facility with its location	Earnest Money Deposit (in Rs.)	Minimum Reserve Licence Fee (MRLF) Per Month (in Rs.)
Licence for allotment of Space Setting up of ATM Counter at Pune Airport	Rs. 1,00,000/- (Rupees One Lakh only)	Rs. 1/- (Rupees One Only) Per ATM Counter Per Month

- a) **Number of Locations:** Total 06 (six) numbers of ATM Counters / Standalone ATM's/ Mobile ATMs. The tentative locations are as under :-

- (i) 02(two) Locations at Check-in-Area.
- (ii) 01(one) Location in SHA-1 (First Floor)
- (iii) 01(one) location in SHA-2 (Ground Floor)
- (iv) 01(one) location Inside Arrival area.
- (v) 01(one) Location Outside Arrival city side (4.0 Sqm).

Note: The locations are tentative and may change due to operation and other requirements.

- b) **Area:-** The area for each location shall not exceed 1(one) Sqm (except for ATM location outside the arrival city side) depending on site conditions.

Note:-

- (i) The offer against MRLF shall be per ATM Counter per Month.
- (ii) The highest bid received in the sealed offers will be treated as the “**discovered price**” and the highest bidder (Bank) shall be given choice of selecting preferred location(s).
- (iii) Other Banks participating in the subject sealed bidding process shall be given an option to set up ATMs at other locations subject to matching the “**discovered price**”.
- (iv) No separate space rent for the allotted area shall be chargeable. However, electricity / any other applicable charges including Govt. taxes shall be payable extra.
- (v) **Utility Charges**
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.
- (vi) No advertising / branding shall be permitted at the ATM counters. Only signboard indicating the logo and the name of the Bank shall be permitted to be displayed. The maximum size of the signboard should not exceed the facia having maximum area of 6Sq.ft.
- (vii) Limited number of Entry passes shall be issued to the authorized vendors of the respective Banks for filling up of Cash and Maintenance of the Machines.
- (viii) The successful bidder(s) are liable to pay all Govt. Taxes/GST including service tax (presently @18%) applicable at the rates declared by Govt. of India / State Govt. /

Union territory from time to time.

- (ix) The successful Bank shall install ATM Machine of good working condition.
- (x) Gestation period of 30 (thirty) days or actual commencement of commercial operation whichever is earlier will be permitted. For cases of all the contracts that have been extended or the contract is bagged by the same Bank and the subsequent award letter is ipso facto extension of the contract as far as the period is concerned, no gestation period will be granted.

The gestation period will be counted from the date of issuance of letter of intent / award to the successful bidder. The licensee has to ensure all the compliances including security compliances from BCAS/other regulatory agencies, fabrication of shop etc. within the gestation period. 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 licence for similar facility) to another Bank at this airport and the licensee (first Bank) shall have no objection whatsoever.
- (xii) 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 licence fee at any stage shall not be entertained by AAI.

In order to get assistance from this office regarding visit of site / airport, the Banks are requested to please inform us at least one day in advance. The necessary arrangements in r/o visit of site / airport shall be taken care of by this office, if desired by the Banks.

- (xiii) The successful bidder has to ensure that the Police verification/antecedents verification of their employees as per guidelines of BCAS is available before applying for Airport Entry Passes (AEP) in favour of their employees. Charges applicable for issue of Airport Entry Passes of their employees shall be borne by the licensee.
- (xiv) (a) The successful tenderer shall be required to submit hardcopy of Security Programmes in duplicate (as per Format A& A-1 available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) to RDCOS through AAI within 5 days from the receipt of the award letter.

(b) The successful bidder also has to submit Security Programme online through esahaj portal (<https://esahaj.gov.in>) and a copy of the online receipt of the application has to be forwarded to office of RDCOS through AAI alongwith the aforesaid documents in hardcopy.

(c) Any observations regarding shortcomings in Security Programme will be communicated by RDCOS and if compliance report is not received by BCAS within one month, it will be presumed that the concessionaire is unwilling or unable to meet the shortfall and the application for approval will be deemed to be cancelled.

Note : It may be noted that the licensee shall be allowed to operate the facility in Security Hold Area only after BCAS clearance / approval from other regulatory agencies is obtained.

2. **Period of Licence**

The allotment shall be for a period of **03 (Three) YEARS** with **10%** annual compound escalation for subsequent years. The subject licence shall be extendable for a further period of **02 (two) years** subject to satisfactory performance with regard to provision of service and payment of licence fee to AAI.

3. **Eligibility Criteria**

Scheduled Commercial Banks (both Nationalized / Private - having requisite Banking license from Reserve Bank of India).

4. Only one quotation from each Bank shall be accepted.
5. The NIQ documents indicating full details of the licence are available in the address highlighted below on any working day between 1100 hours to 1600 hours from **20/03/2018 to 09/04/2018**. Otherwise the NIQ documents can downloaded from AAI website www.aai.aero

Asst. G.M (Commercial),
O/o Airport Director, Airports Authority of India,
Pune Airport, Pune - 390022

For any clarification / information please contact us on following phone numbers: **Phone No. 020-26680026**

Email ID - apdpune@aai.aero / comml.pune@aai.aero

6. The duly filled up "SEALED QUOTATIONS" completed in all respect should reach either by **REGISTERED POST** or **BY PERSON** at the above address by the due date / time. The sealed quotations of the bidders shall be opened in the presence of the interested bidders or their authorized representatives, if they wish to be present.

The critical dates are as under:-

Downloading document / availability Of NIQ	(1100 hrs. to 1600 hrs.)
Last date / Time for submission of SEALED QUOTATION	On or before 09/04/2018 Upto 1500 hrs.
Date of Opening of SEALED	On 09/04/2018 at 1530 hrs.

7. Late receiving / incomplete quotation will not be entertained.
8. AAI shall not be responsible for delay / loss of quotation.
9. AAI reserves to itself the right to reject the conditional offers without assigning any reason thereto (please refer unconditional Acceptance letter enclosed herewith as Annexure -B).
10. AAI reserves to itself the right to reject any or all the offers without assigning any reason thereof and to call for any other detail or information from any of the bidder(s).

Airport Director
Pune Airport

GENERAL INFORMATION / GUIDELINES

1. NIQ documents are not transferable.
2. 'Technical Bid' must be sealed in Envelope 'A' and 'Financial Bid (Offer)' in Envelope 'B' and both the Envelopes are to be sealed in Master Envelope.
3. Envelope 'A' (TECHNICAL BID)

Envelope 'A' which shall be opened first, shall contain the basic documents (in readable form) specified as under:-

- a) Self-attested copy of Requisite Banking license from Reserve Bank of India (required as per clause 3 of NIQ)
- b) Self-attested copy of the PAN Card.
- c) **EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh only) shall be deposited in the form of Demand Draft in favour of Airports Authority of India, payable at PUNE

OR

via bank transfer in the form of RTGS / NEFT to AAI, Pune. The particulars pertaining to AAI, Pune Bank account for RTGS / NEFT are as follows:-

- (i) Bank A/c No. (current account) - 33908911736
 - (ii) Bank Name / Branch Address - State Bank of India, Vishrantwadi Branch, A/91, Kasturba Housing Society Limited, Vishrantwadi, Pune-400015.
 - (iii) IFSC Code - SBIN0014889
 - (iv) NEFT / RTGS Enabled - Yes
- d) Declaration giving the particulars of contracts undertaken by the Banks at PUNE Airport of AAI and Declaration giving the details of outstanding dues (disputed and undisputed).

If the Bank had / has not established contract with AAI, PUNE, NIL statement to also be filed as per **Annexure A** of NIQ document.

- e) **NO DUES CERTIFICATE**

- (i) **Self declaration of dues (For the Banks having current and past contracts with AAI).**

The Bank should submit the details of contracts held (**current and past**) at AAI Airports and the details of disputed and undisputed dues there on along with the details of **Security Deposit** and mode of **Security Deposit**. (as per **Annexure A** of NIQ document).

- (ii) **No dues certificate from AAI (For the Banks having current and past contracts with AAI, Vadodara).**

The Banks should also enclose the **No Dues Certificate** issued by all AAI Airports where the bank has/is operating ATM counters.

(a) Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the Banks at the time of NIQ submission.

(b) It will be the responsibility of the Banks to obtain the No Dues Certificate from AAI Airports and submit the same with the NIQ documents.

- f) Form of unconditional acceptance duly signed. (Enclosed as **Annexure - B** along with NIQ document).
- g) Form for refund of Earnest Money Deposit. (Enclosed as **Annexure - C** along with NIQ document)
- h) Copies of documents required as per **Clause 3 of NIQ**.

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. ENVELOPE 'B' (FINANCIAL BID)

- a) The envelope B should contain only the financial bid in the approved form.
 - b) The amount of licence 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 Bank(s).
 - c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
5. Bidders(s) should clearly indicate the name & address of their Bank on both the Envelopes and should clearly indicate the name of facility for which NIQ has been invited.
6. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited on account on non-completion of the following :
- a) Acceptance of the offer within **10 days** from the date of the award letter addressed to the bank.
 - b) Payment of advance licence fee for one month within **15 days** from the receipt of the award letter.
 - c) (i) Payment of Security Deposit equal to last **04 (four) months licence fee and Utility Charges** based on the **first year licence fee** in the form of **NEFT / RTGS or Demand Draft / Bank Guarantee** from a Nationalized / Scheduled Bank in favour of **Airports Authority of India, Pune** within **15 days** from the date of the award letter for the licence and;
(ii) Payment of Security deposit equal to **Rs.25,000/-** for electricity / water / telephone etc.
 - d) Execution of agreement before commencement of the contract.
 - e) Commencement of the facility within gestation period.
7. The NIQ(s) will remain valid for a period of **180 days** from the date of opening of the **Technical Bid in Envelope 'A'**. If any Bank withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, the Bank(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their NIQ(s) with the consent of AAI.

8. Any breach of the conditions stated above by the successful Bank(s) shall be dealt as follows:-
- (a) If a Bank 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 Bank will also be debarred from participating in any tender of AAI for a period of **two (2) 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 Bank 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 Bank will be debarred till he obtains a clearance from the concerned authority.
 - (c) If at any stage, AAI finds that the Bank had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and Bank will be liable to be debarred for **three (3) years** for participation in AAI tenders.
 - (d) If the Bank does not operate the licence upto **50%** of the contract period then the Bank will be liable to be debarred for next **one (1) year**.
9. All the above guidelines will form part & parcel of the Notice inviting Quotation (NIQ).
10. AAI reserves itself the right to extend the date of receiving / opening of the bids as well as to extend the validity of the NIQ.
11. AAI reserves right to reject any or all NIQs in part or in full without assigning any reason.

**PRICE BID (FINANCIAL BID) FOR
ENVELOPE 'B'**

NIQ No.

AAI/PO/COMML/NIQ/ATM/2018

AIRPORTS AUTHORITY OF INDIA

PUNE AIRPORT

FORM OF QUOTATION

1.	Name of Facility	Licence for allotment of Space for Setting up of ATM Counter, inside / outside of the terminal building at Pune Airport
2.	Period of Licence	The period of licence shall be for a period of Three (3) YEARS . The subject licence shall be extendable for a further period of 02 (two) years subject to satisfactory performance with regard to provision of service and payment of licence fee to AAI.
3.	Minimum Reserved Licence Fee (per month) [<i>in words & figure</i>]	Rs. 1/- (Rupees One only) Per ATM Counter Per Month
4.	Name and Address of the Bank (in block letters)	
5.	Status of the Scheduled / Commercial Bank (Nationalized / Private)	
6.	Name / Designation of the Signing Authority	
7.	Offer of the licence fee per ATM Counter per Month.	<p>Rs. (In figures)</p> <hr/> <hr/> <p>Rupees (In words)</p> <hr/> <hr/> <p>plus applicable Govt. taxes and other applicable charges during the licence period.</p>

8. I / We have carefully read and understood the terms and conditions of the licence as contained in NIQ Documents issued by the Airports Authority of India (AAI) Including the following:

- (a) Earnest Money Deposit of **Rs.1,00,000/- (Rupees One Lakh only)** liable to be forfeited by AAI, if on award of licence, I/We do not accept the award or do not fulfill any of the conditions stipulated in NIQ documents, within prescribed time.
- (b) In case the documents submitted by my/our firm along with NIQ are false / incorrect, the NIQ of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of our Bank.
9. AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
10. The AAI does not bind itself to accept the highest or any bid and reserves to itself the right of accepting the whole or any part of the NIQ and the bidder shall be bound to provide the service at the rate quoted.

Signature of the Authorized Signatory Of	
Name with designation	
Status	
Address	
Tel. No. (office)	
(Residence)	
Fax No.	
Mobile No.	
Email Address	

Witness :

(1) _____

(2) _____

LICENCE
AGREEMENT

Subject:- Licence for Allotment of Space for Setting up of ATM Counter inside / outside the Terminal Building of Pune Airport.

THIS AGREEMENT made this _____ day of _____ of Two Thousand _____ between the **Airports Authority of India**, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at **Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003** and office at Vadodara airport in India represented by **Airport Director, Airports Authority of India, Pune Airport** hereinafter called the '**Authority**' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport 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 **M/s _____ having its Office _____** represented by _____ of the other part, herein after called the '**Licensee**' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the Licensee).

WHEREAS the Authority is the owner of the **Building** more fully described in the **schedule** hereunder and hereinafter referred to as the premises and whereas the Licensee is desirous of using the same for the purposes of **Setting up of ATM Counter at Pune Airport**.

WHEREAS the Authority has agreed to grant licence to the Licensee for the said purpose on terms and conditions mutually agreed upon as hereunder:

NOW, THEREFORE, this indenture witnesseth:

1. That this licence shall commence from _____ and shall be valid upto _____ i.e. for the period of **three (3) years**. The licence period may be further extended for a period of **02 (two) years** subject to satisfactory performance with regard to provision of service and payment of licence fee to AAI..
2. The licence can be terminated by either side by giving **sixty (60) days** notice in writing.
3. The Authority can also terminate the Licence on a short notice on account of unsatisfactory performance.
4. That in consideration, Licensee shall pay the Authority every month in advance by way of licence fee on or before **10th day** of English calendar month as under :

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

5. In addition to the License fee, Utility / facilitation charges @10% of space rent (or as decided by AAI from time to time) for ATM counter/kiosk area shall also be payable by the Licensee. Presently the space rent applicable at Pune Airport is Rs.1955 per Sqm per month, which is subject to 10% compound annual escalation every financial year i.e. w.e.f. 1st April. The Notified space rent is subject to revision and shall be payable by the licensee as decided by AAI from time to time.

6. That the licensee shall pay all rates, assessment, outgoing and other taxes whatsoever in respect of the said premises.
7. That the licensee shall deposit a sum of Rs. _____ (Rupees _____ only) i.e an amount equal to 04 months gross billing as Security Deposit in the form of Bank Demand Draft/Pay order/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, Pune Airport. 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 the Security Deposit or any part thereof. In such an even 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 forfeit as aforesaid, to him, without interest.

If the contract is terminated and the matter of dues are in Arbitration proceedings, then the Security Deposit in the form of cash available with AAI will not be liable for refund, till the completion of Arbitration proceedings. In case the Security Deposit is in the form of Bank Guarantee (BG), then it will be mandatory to get the validity of the BG extended for sufficient time considering the time likely to be taken for the proceedings. If the licensee is not taking any action for extending the same, then the BG shall be encashed before the instrument lapses and the proceeds of the same is credited to AAIs account and shown as Security Deposit available in the books of account till the same is adjusted or refunded.

8. That in the event of outstanding dues exceeds 1 (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 1st (first) month and thereafter @18% per annum for maximum of 02 (two) months thereafter. If the licensee fails to clear the dues within the stipulated period of two (2) months, the contract shall be terminated and the dues alongwith penal interest shall be adjusted from the Security Deposit, without grant of any extension whatsoever.
9. That the licensee shall deposit in cash/Pay order Rs.25,000/- (*Rupees Twenty Five thousand only*) as Security Deposit towards Electricity Charges.
10. The Licensee shall maintain at his own cost all the electric and water fittings and installations and such other electric and other equipments including Fire Alarm System as may be provided by the Authority in the said premises or as may hereafter be provided by the said authority in the said premises.
11. The licensee shall not use the premises for any purpose other than that for which the licence has been granted.
12. The Licensee shall not erect, display or use any high powered electric light or any electric sky signs or other electric lights or installations for purpose of advertisement or any other type of advertisement or signboards upon the said premises without the previous permission in writing from the Authority.
13. The Licensee shall provide such person or persons for watch and ward duty in the premises as he may be directed by the Authority for the security and safety of the premises.
14. The Licensee shall also provide fire fighting equipments and appliances and maintain the same continuously in a fit and proper condition. The Authority is entitled to direct and

specify the number, quality and specifications of the said firefighting equipment and appliances.

15. The premises are and shall be deemed to be public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, now in force and the said Act or any other act touching the subject that may hereafter come into force and the rules framed thereunder.
16. All the times during the currency of the licence agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
17. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this licence. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him (**Licensee**) and the licensee shall not be entitled to claim any compensation or revision in the licence fee on that score.
18. The terms and conditions mentioned in **Annexure - I** to this licence shall be deemed to be part and parcel of this agreement and the licensee and the authority shall be bound by the same.
19. Any modification/ construction plans, at the allotted space, shall be taken up, only after the approval of Airport Director.
20. Compliance of prevailing Security norms etc. from time to time shall be ensured by the party / licensee. For any information / clarification pertaining to prevailing Security norms and compliance thereof etc., you are requested to please contact Chief Security Officer, AAI, Pune Airport .
21. The award letter NoAAI/PO/ **dated** shall also form part and parcel of the licence agreement.

SIGNED BY _____, AIRPORT DIRECTOR, AAI, PUNE FOR AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF:	
Witnesses	
1.	
2.	

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

SCHEDULE OF PREMISES

1.	SPACE MEASURING	The area for each location shall not exceed 1(one) Sqm. (except for ATM location outside the arrival city side) depending on site conditions.
2.	LOCATION AT	(i) 02(two) Locations at Check-in-Area. (ii) 01(one) Location in SHA-1 (First Floor) (iii) 01(one) location in SHA-2 (Ground Floor) (iv) 01(one) location Inside Arrival area. (v) 01(one) Location Outside Arrival City Side(4 Sqm)
3.	PURPOSE	Space for Setting up of ATM Counter inside / outside of the Terminal Building, Pune Airport.

GENERAL TERMS AND CONDITIONS.

The Authority hereby covenants with the licensee as follows :

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
2. The Licensee paying the licence fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
 - a) **The period of notice given under this Agreement will count from the date of receipt) of notice by either side.**
4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
5. (a) The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this 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 upto **7 days** & thereafter **Rs. 1,000/-** per day and can take other actions 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 instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
 - c) The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d) The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e) The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.
10. The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. 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 confirm to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. 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 determined by Fire Officer or any other 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 material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.

(c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- 12.** The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- 13.** The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the licence.
- 14. (a)** The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.

(b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.

(c) The licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
- 15.** In the case of such breach of the terms of this licence as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee 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 be in excess of the retail prices/fair by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such case controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself

fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.

- 18.** It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
- 19.** The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- 20.** The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.
- 21.** If because of any strike or lock-out in the Airport or in any airline, the licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the licence fee due to ban on visitor entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
- 22.** In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
- 23.** The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- 24.** The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the licence or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
- 25.** On expiry of the licence period or on termination of the licence by the Airport 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, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises

immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

26. The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a licence in terms and 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 here after come into force shall be applicable for all matters provided in the said Act.
29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there-under which are now enforce or which may here-after 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.

Before making a reference to Dispute resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

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.

During the arbitral and Dispute resolution proceedings, the licensee(s) shall continue to pay the full amount of licence 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.

(SIGNATURE OF LICENSEE)

**Declaration under CLAUSE 3 (d) (i) & (ii) of General Information /
Guidelines of NIQ**

(TO BE ATTACHED IN TECHNICAL BID - ENVELOP 'A')

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

CURRENT CONTRACTS:-

Sl. No	Name of Airport	Name of contract	Period of contract (From/To)	Detail of Disputed/ undisputed dues	Detail of Security Deposit (Amount in Rs.)	Mode of Security Deposit	No Dues Certificate issued by AAI

PAST CONTRACTS:-

Sl. No	Name of Airport	Name of contract	Period of contract (From/To)	Detail of Disputed/ undispute dues	Detail of Security Deposit (Amoun in Rs.)	Mode of Security Deposit	No Dues Certificate issued by AAI

Note:- Kindly fill all the columns or submit "Nil Report" against the relevant columns, if not applicable.

OR

I/We hereby declare that(name of the Bank) has/had not established any business (current and past) at AAI hence the clause 3 (d) (i) & (ii) of General Information / Guidelines of NIQ is not applicable to us.

SIGNATURE OF AUTHORISED PERSON OF BANK WITH STAMP

Date:-

ANNEXURE - B

DUPLICATE COPY TO BE SUBMITTED IN
ENVELOPE 'A'

ACCEPTANCE LETTER
(TO BE SUBMITTED IN ENVELOPE 'A')
Refer Clause 3 (e) of General Information / Guidelines of NIQ

To,
The Airport Director
Airports Authority of India
Pune Airport.
Pune

Sir,

ACCEPTANCE OF AAI's NIQ CONDITIONS

1. The NIQ documents for the Facility "**Allotment of Space for Setting up of ATM Counter/Kiosk, inside / outside of new terminal building at Pune Airport**" have been provided to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected and read the entire terms and conditions of the NIQ documents made available to me/us. Which shall form **part of the contract agreement** and I / we shall abide by the conditions / Clauses contained therein.
2. I/We hereby unconditionally accept the terms & conditions of AAI's NIQ documents in its entirety for the above facility.
3. The contents of **Clause 9** of Notice Inviting Quotation of the subject Document has been noted wherein it is clarified that AAI reserves the right to reject the conditional offers 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

ANNEXURE - C

FOR SPEEDY REFUND OF EMD FOLLOWING IS REQUIRED FROM THE PARTICIPATING BANKS:-

BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER

Sl.	Particulars	Information Required
1	Name of the Account	
2	PAN / TAN No. of the	
3	Name of the Bank	
4	Address of the Bank	
5	Bank Account No.	
6	Bank MICR Code	
7	IFSC Code of the Bank	
8	Type of the Bank Account	

(Name & Signature of the bidder)

Place

:

Date:

FORM OF BANK
GUARANTEE

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

WHEREAS by a Licence Agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY) of the one part and

.....
.....

..... (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the **Licence for Allotment of Space for Setting up of ATM Counter/Kiosk at Pune Airport** and the Licence Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Licence Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the Licence Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said Licence Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees..... /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 Licence Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said Licence Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Licence Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee 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 encash this Guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- I. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and **3(three) months** thereafter.
- II. This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto **90 (Ninety) 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

:

(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 AAI to me /us.

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

Signature of the Depositor

Place

:

Date:

Specimen copy to be pasted of Master Envelope.

MASTER ENVELOPE

**NIQ for Licence for Allotment of Space for
Setting up of ATM Counter,
inside / outside
The Terminal Building of
Pune Airport**

To,

**THE AIRPORT DIRECTOR,
AIRPORTS AUTHORITY OF INDIA,
CIVIL AERODROME, PUNE AIRPORT
PUNE-411 032**

FROM:

Specimen copy to be pasted of Envelope 'A'

ENVELOPE 'A'
TECHNICAL BID

**NIQ for Licence for Allotment of Space for
Setting up of ATM Counter,
inside / outside
of the Terminal Building of
Pune Airport**

FROM:

Specimen copy of to be pasted on Envelope 'B'

ENVELOPE 'B'
FINANCIAL BID (OFFER)

**NIQ for Licence for Allotment of Space for
Setting up of ATM Counter,
inside / outside
of the Terminal Building of
Pune Airport**

FROM:

