



**AIRPORTS AUTHORITY OF INDIA**  
**S.V.P.I Airport, Ahmedabad**

**Notice Inviting Tender (NIT)**

**For**

**“Scratch and Win”**

**at**

**S.V.P.I AIRPORT AHMEDABAD**

**E-bid no.: 2018\_AAI\_9564**

**June 2018**



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# AIRPORTS AUTHORITY OF INDIA

## NOTICE INVITING TENDER

### 1. General Information

**The Airports Authority of India (the “Authority”)** is engaged in the development, operations and maintenance of airports in India. To provide enhanced facilities for the Airport Users, Authority intends to grant “Scratch and Win” License / Concession at S.V.P.I Airport, Ahmedabad. Applicant declared qualified in this Tender (**E Bid No. 2018\_AAI\_9564**) shall submit documents as per their technical and financial e-bid to carry out a competitive bidding process for selection of a Licensee/ Concessionaire to whom the License/ Concession may be awarded.

a. **The details of NIT are as under:**

<b>Name of the concession</b>	<b>Period of license/ concession</b>	<b>Gross area for license</b>	<b>Tender Fee (Inclusive of all Taxes)</b>	<b>Earnest Money Deposit</b>	<b>Minimum Reserved Licensed Fee/MMG</b>
“Scratch and Win”	One (1) year and extendable by another years	06 Sq. Mtr. (Approx.)	Rs.5,000 (Rupees Five Thousand Only)	Rs.1,20,000 (Rupees One Lakh Twenty Thousand Only)	Rs.2,00,000 (Rupees Two Lakh Only)

Note:-

- (i) Offers below MRLF will not be considered for award.
- (ii) The Quoted license fee against MRLF shall be subject to annual compounded escalation @10% every year or at the rate as decided by AAI from time to time.
- (iii) In case of any increase in the area the licence fee shall be enhanced on pro-rata basis.
- (iv) The successful tenderer is liable to pay all Govt. Taxes including GST (presently @18%) applicable at the rates declared by Govt. of India / State Govt. / Union territory from time to time.
- (v) Gestation period of sixty (60) days from the date of issue of award letter shall be permitted. In case existing contractor declared as successful bidder, No gestation period will be applicable to him.



**b. Important Dates**

S. No.	Particulars	Dates	Time
1.	Start download / sale date of Tender documents	12.06.2018	1800 hrs.
2.	Last date and time of offline submission of original Demand Draft Against EMD and Tender Processing Fee as per NIT.	29.06.2018	1500 hrs.
3.	Last download/ sale date of Tender document	02.07.2018	1500 hrs.
4.	Last date for online submission of bids/ proposals on e-tender portal	02.07.2018	1500 hrs.
5.	Opening of E-Technical Bids	03.07.2018	1530 hrs.
6.	Opening of E-Financial Bids	Date and Time of opening of financial bids shall be intimated separately / subsequently only to the technically qualified bidders.	

**2. Eligibility Criteria:**

**A. Technical Capacity**

The agencies fulfilling the following criteria are eligible to participate in the tender :

***“Agencies having 03 (three) years of experience in the promotional activity of established / reputed brands having products of high standards and having branded associates / gifting partners.*”**

***Explanations:***

- (i) **“Brand”** shall mean a type of product manufactured by a particular company under a particular name or a distinguishing symbol, mark, logo, name, word, sentence or a combination of these items that companies use to distinguish their product from others in the market and for legal protection is registered as trademark.
- (ii) The experience, as claimed by the bidders, to be supported by copies of award letters / agreement / experience certificates / work completion certificate, corroboration of registration and profit and loss account clearly depicting the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting an experience certificate issued by Chartered Accountant will not be considered to testify the claimed experience. An undertaking that the furnished information is true also needs to be submitted along with supporting documents.

**B. Financial Capacity :**

*Certified details of minimum annual turnover of Rs.12 lakhs by a Chartered Accountant, out of which 50% of GTO should be from the relevant business for which the facility has been tendered. The turnover criteria should be in each of the last three (03) financial years (Ended on 31.03.2017). In case of multiple business of a company then the breakup of the turnover with the specific requirements of the tendered facility should be submitted duly certified by the Chartered Accountant.*



3. The Selected Bidder shall be responsible for designing, maintenance of the space to make it suitable for commercial activities at its own costs and expenses and in accordance with the provisions of the agreement (the **Agreement**) to be entered into between the Selected Bidder and the AAI in the form provided by the AAI as part of the Bidding Documents pursuant hereto.
4. Any party either a firm or an individual falling under the following categories is not eligible to participate in the tender processes: -
  - a. Having outstanding dues in respect of any contract/license at any AAI Airport/**Airport premises** in India including Civil Enclave *except* the dues equal to the **last quarter from the date of publication of NIT and** disputed dues under arbitration or court cases fee collectively.
  - b. De-barred/ Black Listed by Central Vigilance Commission or AAI or any other Public-Sector Undertaking / Central Government/**State Government or any other Government organisation/body during the last three/five years from the date of publication of NIT.**
  - c. Parties facing action under Public Premises Eviction(PPE)Act/AAI Act, 1994.
  - d. If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director/partners/sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the AAI **during the last quarter from the date of publication of NIT**, then the said entity shall not be allowed to participate in AAI tenders.
  - e. In case the information submitted by the party for purchasing the tender documents is found to be incorrect/false, tender of such party shall be rejected by assigning the reasons and Earnest Money Deposit (EMD) shall be forfeited, besides debarring the party in participating AAI's tender for 3 years as per the general Information and guidelines annexed with this NIT. **However, no interest shall be payable on EMD amount.**
  - f. Party can withdraw its bid before the last date of submission. However, after last date of submission of bid, if agency withdraws its bid the EMD so deposited by the agency shall be forfeited and agency shall be debarred for a period of 3(three) years for participating in any AAI's tender(s) of AAI at any airport/premises.
5. AAI reserves to itself the right to reject any or all the tenders or extend the date and time of its sale, submission or opening at its sole discretion, without assigning any reason whatsoever thereof, and to call for any other details or information from any of the tenderer(s).
6. Only one e-tender document shall be sold / downloaded to / by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
7. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

**Airport Director**  
Airports Authority of India  
S.V.P.I Airport, Ahmedabad



## **1. E-Tendering guidelines to the bidders**

### **1. Guidance to Bidders for Online Bid Submission**

- a. The bidders are required to submit soft copies of their bids electronically on the CPP Portal only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. More useful information for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in>

### **2. Registration on CPP Portal:**

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration Process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode/ eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f. Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **3. Searching for Tender Documents**

- a. There are various search options built in the CPP Portal, to facilitate bidders to search active Bids by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b. Interested bidders may download the required documents / tender schedules. These Bids can be moved to the respective ‘My Tenders/ My Bids’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.



- c. The bidder should make a note of unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **4. Preparation of Bids**

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the NIT carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of this bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **5. Submission of Bids**

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time and date. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Cost of E-Tender Document Fee which is non-refundable & EMD (refundable) as applicable will be required to be pay offline in the form of Demand Draft in favour of “Airports Authority of India”, payable at Ahmedabad. The original Demand Draft against Tender processing fee should reach by post/ courier/given in person to the concerned officer as specified in the Critical Data Sheet. The details of Demand Draft /any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.
- d. Bidders should prepare the NIT Document and pay Fee & EMD as per the instructions specified in the NIT document. The original should be posted/couriered/given in person to the concerned official and should reach within the time limit as specified in critical date sheet. The details of the DD/any other accepted instrument, physically sent, should tally with the details



available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.

- e. Bidders are requested to note that they should necessarily submit their technical and financial bids online on CPP Portal in the format provided and no other format is acceptable.

**IMPORTANT**-The price bid has been given as a standard BOQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file (which is in excel format), open it and complete the colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. The uploaded tender documents become readable only after the tender opened by the authorized bid openers.
- h. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. Assistance to Bidders**

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:



Mobile Numbers: 91-7878007972, 91-7878007973, 91-7574889871, 91-7574889874 , 918826246593,

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232.  
Other Tel: 0120- 4200462, 0120-4001002.

E-Mail: [CPPP-doe@nic.in](mailto:CPPP-doe@nic.in); [support-eproc@nic.in](mailto:support-eproc@nic.in); [eprochelp@aai.aero](mailto:eprochelp@aai.aero)



## **GENERAL INFORMATIONS AND GUIDELINES**

1. Submission of Bids: Technical e-bid and Financial e-bid shall be submitted through e-portal only.
2. **Technical Bid:** The technical e-bid, which will be opened first, shall contain following documents specified as under (Bidders shall upload scanned copy of following documents along (with **Appendix-A**), in readable form in CPP portal as a part of technical bid)

### **List of Documents to be attached:**

- a. Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
- b. Copies of the PAN card and GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non - submission of declaration will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
- c. Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act for a period of 03 (three) preceding financial year ending on 31.03.2017.
- d. Copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.
- e. **Tender Fee and Earnest Money Deposit :** Tender Fee and EMD shall be required to pay offline in the form of Demand Draft in favour of "Airports Authority of India", payable at Ahmedabad. The original Demand Draft against Tender processing fee and EMD should reach by post/ courier/given in person to the concerned officer as specified in the Critical Date Sheet. The details of Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

*The proof / documents towards making such payment through demand draft mode may please be attached as part of technical bids / documents to be submitted by the bidder(s). Non-payment of Tender fee and EMD by the stipulated date & time shall lead to disqualification of tenderer(s).*

**Refund of EMD:** EMD of unsuccessful bidders shall be refunded.

- f. **No dues certificate.**
  - (i) ***Self-declaration of dues.***

The party should submit the details of contracts held (current and past) at all AAI controlled airports and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit.
  - (ii) ***No dues certificate from AAI.***

The party should also enclose the no dues certificate issued by AAI in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of e-tender submission.
- g. Certified details of minimum annual turnover of **Rs.12 lakhs** by a Chartered Accountant, out of which 50% of GTO should be from the relevant business for which the facility has been tendered. The turnover criteria should be in each of the last three (03) financial years (Ended on 31.03.2017). In case of multiple business of a company then the breakup of the turnover with the specific requirements of the tendered facility should be submitted duly certified by the Chartered Accountant.



- h. Form of unconditional acceptance duly signed.
- i. Copies of documents in support of applicability of Eligibility conditions.
- j. Copies of registered trademark / registered franchisee of any brand as its “**Brand**” of product manufactured by a particular company under a particular name or a distinguishing symbol, mark, logo, name, word, sentence or a combination of these items that companies use to distinguish their product from others in the market and for legal protection.
- k. An indicative of free gifting needs to be submitted in the technical bid along with the relevant details like :
  - i. Gift Partners
  - ii. Handing charges from the user of the scheme and management rules and regulations.
- l. **i.** The details of (all the/if any) contract at any of the Airports along with the period of contract as per **Annexure-I** and ***No Dues Certificate*** as required (wherever applicable) shall be furnished in the form enclosed as per **Annexure-II**.
  - ii.** List of near relative employed in AAI in the form enclosed as per **Annexure-III**.
  - iii.** Power of Attorney-As per **Annexure-IV**
  - iv.** **Form for Security Deposit-Annexure-V**
  - v.** The Agency willing to participate in the tender is required to submit the following declaration on a non-judicial stamp paper of Rs. 100/-**online** while submitting the technical bid: -
    - 1. Details of their contract at all Airports.
    - 2. Liability of payment of disputed/undisputed dues of AAI
    - 3. They are not Debarred/Blacklisted by any of the Government Regulatory Authority including AAI.
    - 4. Whether any notice under PPE Act / AAI Act, 1994 (duly amended 2003) has been served on the party or any action is pending against them.

**Important** : AAI reserves the right to verify, refer the 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.

- 3. **Financial Bid:** Financial Bid will be opened post evaluation of technical bid. Party fulfilling the eligibility conditions and deposit all required and valid documents along with earnest money will only be entitled for opening of financial bid.
- 4. A sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision.
- 5. In case of partnership firm, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contracts in AAI.
- 6. In case of Companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
- 7. In case a Foreign Company and its wholly owned Indian subsidiary (WOS) Company are participating in the same tender then a disclosure to be made during the application stage. Also it will be mandatory for the then to submit the basis and proof of the relationship during the technical bid stage.
- 8. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI’s tender(s) for a period of One (1)year, on account of non-completion of the following:



- (a) Acceptance of the offer within 10 days from the date of issue of award letter.
- (b) Payment of one month advance license fee within 15 days from the date of issue of award.
- (c) Payment of Security Deposit equal to **four (4) months** license fee of in the form of Demand Draft / Pay order / Bank Guarantee of a Nationalized / Scheduled Bank in favour of Airports Authority of India, payable at Ahmedabad within 15 days from the date of award letter addressed to party for the licence, and
- (d) Payment of Security deposit equivalent to **Rs.1,00,000/-** towards electricity / water / telephone etc.
- (d) Execution of agreement before commencement of the contract.

11. Tender(s) will remain valid for a period of 180 days from the date of opening of the Technical E-bid. If any tenderer withdraw during the validity period, his "Earnest Money Deposit" will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of AAI.
12. The tenderer(s) shall give the list of his near relatives employed in AAI.
13. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives\* of AAI employees.
14. Any breach of the conditions stated above by the successful tenderer(s) would be render him / them liable to be removed from AAI as a licensee / contractor and shall be debarred from participating in tender process for the commercial contract for a period of one year.
15. If at any stage, AAI finds that the party had submitted any false/ wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for one year for participation in AAI tenders.
16. If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for next one year.
17. All the above guidelines will form part & parcel of the Notice inviting Tender (NIT).
18. AAI reserves itself the right to extend the date of receiving /opening of the bids as well as to extend the validity of the tender.
19. AAI reserves right to reject any or all tender(s) in part or in full without assigning any reason.
20. The successful tenderer shall carryout their business in the allotted Area only after they submit their Security clearance from BCAS. Immediately on receipt of award letter, they shall take action to obtain the clearance as per the guidelines laid down by BCAS. The Licensee shall be responsible for completing this clearance within the prescribed commencement period of licence. (BCAS web site [www.bcasindia.nic.in](http://www.bcasindia.nic.in) and [www.bcasindia.gov.in](http://www.bcasindia.gov.in))

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



**DETAILS OF CONTRACTS**

1. The Bidder shall submit the details of contracts held (current and past) at all AAI controlled airports/Terminals and offices and the details of disputed and undisputed dues thereon along with the details of Security Deposit.

<b>S. No.</b>	<b>Details of Contract</b>	<b>Status of Contract (Running / Completed)</b>	<b>Date of Start</b>	<b>Date of Completion</b>	<b>Pre-closure if any along with reasons</b>

2. The Bidder shall submit a no dues certificate from the AAI (as per Form 1 – Annexure IV) wherever applicable. If not applicable, the same may be clearly stated, including reasons thereof.

Signature of Authorized Signatory

Name: [•]

Designation: [•]

Seal/Stamp of Bidder



**FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE**

- 1 Name of Agency :
- 2 Name of Contract :
- 3 Agreement No. :
- 4 Stipulated Date of Start of Contract:
- 5 Actual Date of Start:
- 6 Date of Completion / Termination:
- 7 Amount of SD available with validity period
- 8 Amount of Outstanding Dues (Disputed and un-disputed amounts to be shown separately)

<b>Item</b>	<b>Disputed Amount (Rs)</b>	<b>Un-disputed Amount (Rs.)</b>	<b>Remarks</b>
Licence Fee			
Space Rent			
Utility Charges			
Interest			
Any other item			
<b>Total</b>			

- 9 Details of any arbitration/litigation

Signature of Airport Director  
 Name: [•]  
 Designation: [•]  
 ..... Airport

**Note: A separate certificate has to be produced in respect of each contract**



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

Sl.No.	Name of the employee	Designation	Relationship with tenderer(s)	Place of Posting

**SIGNATURE OF TENDERER**

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





.....  
(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*



**ACCEPTANCE LETTER**

(TO BE SCANNED AND UPLOADED WITH THE E TECHNICAL BID DOCUMENTS)

Refer Clause 3(h) of General Information / Guidelines of NIT

To,

The Airport Director

Airports Authority of India

S.V.P. International Airport, Ahmedabad-380003

Sir,

**UNCONDITIONAL ACCEPTANCE OF AAI's TENDER CONDITIONS**

1. The tender documents for the **Licence for "Scratch and Win" Outlet at Domestic Terminal (T-1), Check in Area**, at S.V.P. International Airport, Ahmedabad have been sold 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 tender documents made available to me/us. Which shall form part of the contract agreement and I / we shall abide by the conditions / Clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
3. The contents of the Tender Document have been noted wherein it is clarified that AAI reserves the right to reject the conditional tenders without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the appropriate authority in AAI.
5. The required "**Earnest Money Deposit**" for this facility has been paid online.

Yours faithfully,

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

(Signature of the tenderer)

with rubber stamp



**FORM OF SECURITY DEPOSIT / BANK GUARANTEE**

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

WHEREAS by a Licence Agreement/Award letter dated \_\_\_\_\_ made between(or issued by) 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 \_\_\_\_\_ at \_\_\_\_\_ Airport, \_\_\_\_\_(Name of City)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 **six (6) months** thereafter.
- ii. This bank guarantee shall be valid upto \_\_\_\_\_ and you have the right to encash this guarantee upto **one hundred eighty days (180)** 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:



**Annexure-VIA**

(Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI)

The Branch Manager,

..... Bank,

.....

Sub: My/Our bank Guarantee No. ....dated.....for  
Rs.....Issued in favour of s AAI A/c NO.....

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

Signature of the Depositor

Place:

Date:



### INDICATIVE CHECKLIST OF SUBMISSIONS

The Bidders are advised to arrange the submissions/documents in the following order. Each page of Proposal is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder.

No.	Para No. of General Information & Guidelines	Yes/No (Page No.)
1	Para 2 (a) : Legal Status of Bidder	
2	Para 2 (b) : PAN No. / GST Registration No.	
3	Para 2 (c) : Annual Reports	
4	Para 2(d) : MOA & AOA / Partnership Deed / Approved By-Laws	
5	Para 2 (e) : Deposit of Tender Fee & EMD Receipt/Details	
6	Para 2 (f) (i) : Self Declaration of dues	
7	Para 2 (f) (ii) : No Due Certificate from AAI : <b>Annexure – II</b>	
8	Para 2 (g) : Annual Turnover Certificate from CA	
9	Para 2 (h) : Unconditional Acceptance	
10	Para 2 (i) : Documentary support of Technical Capacity	
11	Para 2 (j) : Copies of Registered Trademark for “Brand”	
12	Documents Specified in <b>Appendix – A ( Annexure I to VII)</b>	
13	Para 2 (k) : Supporting documents	
14	Para 2 (l) (v) : Declaration on non-Judicial Stamp Paper of Rs.100/-	



**Licence Agreement**

**Photo of the  
licensee**

**Subject:** Grant of License for at **Licence for “Scratch and Win” Outlet at Domestic Terminal (T-1) (SHA), Check in Area at SVPI Airport, Ahmedabad**

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

1. The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority (Act 55 of 1994) and having its corporate office at New Delhi and branch office at \_\_\_\_\_ Airport, represented by Airport Director, \_\_\_\_\_ Airport, \_\_\_\_\_, hereinafter called the ‘Authority’ (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART; and
2. \_\_\_\_\_, a company incorporated under the Company Act 2013, and having its registered office at \_\_\_\_\_ (hereinafter called the “Concessionaire/Licensee” (which shall, unless excluded by or is repugnant to the context, be deemed to include its authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in ‘Law’ to grant license at its \_\_\_\_\_ Airport for the purpose of \_\_\_\_\_ so as to provide amenities and facilities to the passengers and visitors at \_\_\_\_\_ airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to the Authority on the terms & conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:



1. That the license for the said facility shall be valid for the period of \_\_\_\_\_ (\_\_\_\_\_) years from \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier on account of following;
  - a. By giving \_\_\_\_\_ days of notice in writing without assigning any reason.
  - b. Terminated by AAI on a short notice on account of unsatisfactory performance.
  - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. Exit Clause, Dispute Resolution, Arbitration & Litigation.
  - a. Exit Clause in Contracts:
    - i. **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 the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra virus even is after the contract is deemed to have terminated by operation of this clause.
    - ii. **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 has commenced from the next date within which the dispute should have been resolved. No extra notice period. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAI the values 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.
    - iii. **Termination for convenience:** Either party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be



equal to the amount of six months current license fee if the termination occurs before the 50 % period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50 % period but is less than 75 %. If the period served exceeds 75 % and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.

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

b. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 10th day of English calendar month as under:

<b>Year</b>	<b>Amount of Monthly License Fee</b>
1 <sup>st</sup> Year	_____ + GST applicable on time
2 <sup>nd</sup> Year	_____ + GST applicable on time

3. That in addition to the above said license fee, Licensee shall pay all utility charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
5. That the Licensee shall make payment of license fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.
6. That in the event of failure to pay the license fee and other charges by due dates, a simple interest @12% per annum shall be payable as per AAI Credit Policy, on all delayed payments without prejudice to Authority's other rights and remedies.
7. That the licensee shall deposit a sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) i.e. an amount equal to 04 (Four) months of license (based on first year license fee) fee as



Security Deposit in the form of Demand Draft / Pay order / Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, \_\_\_\_\_ Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit / adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest. AAI reserve its right to review the amount of security deposit on the basis of licence fee, licence period and payment performance of the licensee as the case may be.

8. That the Licensee shall deposit in Demand Draft / Pay order Rs.1,00,000/- (Rupees One Lakh only) as Security Deposit towards Electricity Charges.
9. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
10. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
11. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
12. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
13. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
14. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.



15. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
16. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
17. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
18. "The licensee must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year."
19. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 days notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 60 days notice in writing without assigning any reason thereto.
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 Special Terms and Conditions, Schedule of Premises, General Terms & Conditions, Award letter and Handing Over Note of Site.

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

WITNESS:

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

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

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

Witness:1. \_\_\_\_\_



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

**Annexure: IX**

**SCHEDULE OF PREMISES**

1	Space Measuring	06 sqm (Approx.)
2	Location	Domestic Terminal (T1), Check in Area
3	Purpose	License for “ <b>Scratch and Win</b> ”

Note :  
Actual area is subject to joint measurement at the time of handing over of space.



**GENERAL TERMS AND CONDITIONS**

The Authority hereby covenants with the licensee as follows:

- 1.** The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- 2.** The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- 3.** Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post / speed 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 notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
- 5. (a)** The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.  
  
**(b)** The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
- 6.** The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.



7. **(a)** The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

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

8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs.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 Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.*

**e)** *The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.*

**f)** *In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (f), the Authority will be entitled and be at liberty to*



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

**10.** The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable.

The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of 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 4.5 kg CO<sub>2</sub> fire extinguisher in the licensed premises at his cost before commencement of business.

b). Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.

**12.** The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.

**13.** The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.

**14.** a) The Licensee shall not use electrical heater, toaster and other allied applications in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided in the Agreement to perform contractual obligations.

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

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

**15.** In the case of such breach of the terms of this license as minor 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 not be in excess of the retail prices / fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and there upon the Licensee shall sell only at the price so fixed by the Authority and he / she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
- 18.** It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the 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 license 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 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 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 license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms 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.
- a) *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 the disputed amount with AAI as condition precedent before making reference to the Arbitrator for adjudication of dispute.*

- b) Similarly, before making a reference to the 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.*
  - c) During the arbitral and Dispute Resolution proceedings, the licensee(s) shall continue to pay the full amount of licence fees/dues regularly as per the award/agreement and perform all covenants of the agreements.*
  - d) The licensee(s) undertake to pay the full amount of licence 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.*
- 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.** The licensee shall be liable to kept E-wallet facility for cashless transaction in restaurant for the passenger.

(SIGNATURE OF LICENSEE)



**SPECIAL TERMS AND CONDITIONS**

1. **The licensee shall pay all charges towards consumption of electricity, water charges as applicable from time to time. The Licensee shall also pay the utility/facilitation charges as may be due & determined by the authority and at the rates fixed by it from time to time, which is 10% applicable licence fee.**
2. The successful tenderer(s) shall operate the facility throughout the operational hours of the Airport. The counter shall be kept open to cover all schedule/non schedule delay and diverted flights or as directed by authority from time to time.
1. The successful bidder shall submit the plan and design to the Authority and execute the same only after approval of the Authority.
2. Structure / partition should be made of fire retardant material.
3. The electrical installations shall be in compliance with relevant electricity rules for safety. No loose connection or wiring is acceptable.
4. **TARIFF RATES** : Intention of AAI is to provide quality services at a reasonable rate. The tenderer is expected to maintain tariff rates comparable to those prevailing in the town/city. Rate list should be submitted to AAI for record. **The rates are to be displayed at prominent locations in the store. The items are not to be sold above the printed MRP.**
5. The licensee shall always issue computerised bills for the items sold across the counter. Non-compliance will attract a penalty of Rs.1000/- pre incidence.
6. The licensee shall employ well groomed persons with pleasing personality and communication skills. They will display utmost courtesy towards the customers. The employees while on duty at airport should be in the AAI's approved uniform provided by the licensee at the licensee's cost and should wear the identity cards along with name badges.
7. AAI reserves to itself the right to close/reduce any area for modification/works/due to Security /Operational requirement.
8. The successful tenderer shall carryout their business in the Security Hold Area only after they submit their Security clearance from BCAS. Immediately on receipt of award letter, they shall take action to obtain the clearance as per the guidelines laid down by BCAS. The Licensee shall be responsible for completing this clearance within the prescribed commencement period of licence. (BCAS web site [www.bcasindia.nic.in](http://www.bcasindia.nic.in) and [www.bcasindia.gov.in](http://www.bcasindia.gov.in)).
9. Airport Entry Pass will be issued as per guidelines of BCAS and on payment of applicable charges. Licensee will ensure police verification and other documents are submitted in time.
10. The successful tenderer(s) is allowed to sale of those brand/items for which the bidder has claimed to have experience in this tender.
11. The Authority reserves its right to extend the contract, on/ prior to expiry of the contract, in continuation of this licence at licence fee decided by Authority retaining the same terms & conditions. The extension is limited to the half of the tendered/ initial award period.
12. The Licensee shall undertake to pay the full amount of licence fee/ dues regularly as per the award/ agreement and perform all the covenants of the agreement even he/ they have requested for appointment or arbitrator and / or during the course of arbitral proceedings.



