

E-TENDER FOR SNACK BAR IN CHECK IN AREA AT TIRUPATI AIRPORT



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT

COST OF E-TENDER DOCUMENT (Non-Refundable)

Rs.5,000/- (Rupees Five Thousand only) inclusive of all taxes

This document comprises of the following :

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Signature of Issuing Authority

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AIRPORTS AUTHORITY OF INDIA
SOUTHERN REGION, TIRUPATI AIRPORT

NOTICE INVITING E-TENDER

NO.AAI/TP/E-4/Comml/Snack Bar(CheckinArea)/2017 DATED 11.07.2017

E-Tenders in the prescribed form are invited for grant of Licence for **Snack Bar in Check in Area** at Tirupati Airport.

S. No	Name of Facility with its Location	Period of License	Space	Earnest Money Deposit	Minimum Reserve License Fee (MRLF) in Rs.
1.	License for Snack Bar in Check in Area at Tirupati Airport	05 Years	20 Sqm.	Rs.1,63,000/-	Rs. 2,70,900/- per month plus applicable taxes

Note:

- (a) Offers below MRLF will not be considered for award.
- (b) The Party quoting the highest amount, i.e. H-1, shall be awarded with the License.
- (c) The quoted license fee against MRLF shall be subject to annual compound escalation @ 10 %.
- (d) Gestation period shall be **60** days or actual commencement of Commercial operation whichever is earlier, will be permitted. In case of existing licensee, the same shall not be applicable.
- (e) Utility charges @ 10% of normal space rent for allotted space (Prevailing rate is Rs.865/- per square meter per month subject to 10% compound escalation every year on 1st April) is also payable.
- (f) The successful bidder is liable to pay all Govt. Taxes including GST applicable at the rates declared by Govt. of India / State Govt./ Union Territory from time to time.
- (g) All the documents should be in the name of the Tenderer only. Tender cost & EMD amount should be remitted in the name of tenderer only.

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2. The parties fulfilling the following criteria as per NIT are eligible to participate in the e-tender :

Experience Criteria:

(a) Parties having same type of business during the last three **(03) years** are eligible for participation.

(OR)

(b) Branded food-chain having minimum of 10 outlets in India with **03 years** of experience. If the original branded food-chain company of foreign origin has Indian management/franchise tie-up or running them under their own name under an Indian Company are also eligible.

(OR)

(c) Food retail-chain company running food courts/stalls in Mall or Airports or bus terminus, ferry terminus etc and with **03 years'** experience having multiple brand products can also participate provided they have 10 such outlets in India.

Gross Turnover criteria

(d) Having minimum Annual Turnover of not less than **Rs.16,25,400/-** (Rupees Sixteen lakhs Twenty Five thousand and Four Hundred only), half of which should be from same kind of business. The turnover should be in any one of the last five (05) financial years. The turnover details should be duly certified by a Chartered Accountant.

(e) In case of multiple businesses of a company, then the breakup of the turn over with the specific requirements of the tendered facility should be submitted duly certified by the Chartered Accountant.

3. Only one e-tender document shall be downloaded 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.

4. Any party either a firm or an individual falling under the following category is **not eligible**:

(a) De-barred/black listed by CBI or AAI or Undertakings/Departments like; Railways, Defence, or any other Department of Govt. of India, State Govt. A declaration to this effect is to be furnished by the party along with e-tender documents.

(b) Parties facing action under PPE Act, with AAI or under AAI Act 1994 as amended by Act 43 of 2003.

(c) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the tender.

(d) Parties having undisputed dues exceeding one month license fee.

(e) 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

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company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the authority, then the said entity may not be allowed in AAI tenders.

(f) If any raid / seizure/ search has been carried out and /or pending by a regulatory authority in respect of the Licence granted by AAI in any of the airport premises either against me and / or any member of the consortium or against our / its associates or against any of the Directors /Managers/employees.

Note: For all the conditions mentioned at para 4 (a) to (f), a declaration on Non-judicial stamp paper of Rs. 100/- duly attested by Notary Public is to be submitted stating whether falling or not falling under the above conditions. (Scanned copies of the documents / Undertaking / Affidavit are to be attached).

5. (a) Tender documents indicating full details of the license can be seen at AAI website www.aai.aero or www.airportsindia.org

(b) The tendering process is online through Central Public Procurement Portal (CPP) and the URL is <http://etenders.gov.in/eprocure/app>

(c) The bids shall be submitted on the CPP portal only.

(d) The bids will not be accepted in any other form.

(e) Tenderers are advised to get themselves acquainted with the requirement for e-tendering at CPP Portal mentioned above.

(f) Clarification, if any, may be sent through CPP portal only.

6. Cost of e-tender amounting to **Rs.5,000/- (Rupees Five thousand only)**, non-refundable, is required to be paid offline in the form of Demand Draft in favour of "Airports Authority of India", payable at Tirupati. The original Demand Draft in respect of tender fee should reach to The Senior Manager (Commercial), Airports Authority of India, Tirupati Airport, Renigunta-517520 before opening of Technical bid.

7. E-bids shall be submitted in two bid system as follows:-

- i. Technical e- bid
- ii. Financial e- bid

8. Critical dates

S.NO	ACTIVITY	DATE	TIME IN IST
1	Download of tender document from CPP portal	From 17.07.2017 to 07.08.2017	Upto 17:00 hrs.
2	Online submission of bids (Technical as well as financial) on CPP portal	From 17.07.2017 to 07.08.2017	Upto 17:00 hrs
3	Opening of technical bids	09.08.2017	At 11:00 hrs
4	Opening of financial bids	Date & time of opening of financial bids shall be intimated separately/subsequently only to the technically qualified bidders.	

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Note: If the date of Opening of Technical /Financial bid happens to be a holiday, the opening of the same will be on the next working day.

9. For any query related to inspection of site and premises as per the plan attached, prospective bidders may contact:

The Airport Director,
Airports Authority of India

Tirupati Airport,
RENIGUNTA – 517 520

e-mail: commercialtp@aai.aero, (Tel: 0877-2275354)

10. The tenderers are requested to visit the site to assess the feasibility of business and thereafter may participate in the E- Tender. No reduction in the Licence fee or change of location will be entertained by AAI at a later stage.

11. Participants are advised not to give any conditional tenders and adhere to the Terms & conditions indicated in the tender documents provided by AAI.

12. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

13. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other details or information from any of the tenderer(s).

AIRPORT DIRECTOR
TIRUPATI AIRPORT

ACCEPTANCE LETTER

(Scanned copy to be attached in e-technical bid)
Refer Clause 3(f) of General Information / Guidelines of NIT

To

The Airport Director
Airports Authority of India
Tirupati Airport
RENIGUNTA – 517 520

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The Tender documents for the facility of **Snack Bar in Check in Area** at Tirupati Airport have been provided to me/us by Airports Authority of India and I/We hereby certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us. Which shall form part of the contract agreement and I/we shall abide by the conditions/Clauses contained therein.
2. I/we hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
3. The contents of **Clause 12** of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the Appropriate Authority in AAI.
5. The required earnest money deposit for this facility is enclosed herewith.

Yours faithfully,

Date: _____

(Signature of the Tenderer)
with rubber stamp

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SPECIAL TERMS & CONDITIONS FOR SNACK BAR IN SHA

1. The Licensee should have valid license for running the business issued by the competent authority.
2. AAI shall provide bare space only. The licensee has to build the structure of the Shop at his own cost. Prior approval of AAI is required to be obtained for the design and structure of the Shop.
3. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.
4. That the authority shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. Licensee shall be solely responsible for any such losses/claims.
5. Licensee shall fix the Electricity Meter at his own cost for the area for which electricity charges is applicable.
6. All taxes, levies and duties payable under this license would be the Licensee's liability and he/she/they shall be liable and responsible for payment of all income and other taxes and duties which may be levied by Authorities on the earnings under this license. Licensee shall also be liable to pay all assessments/charges license fees and expenses, in connection with his/her/their right to use, as may be assessed or demanded in this respect by Municipal or other authorities. Licensee shall keep and will continue to keep AAI indemnified and harmless against any claim or liability that may arise in this regard.
7. The Licensee shall indemnify and keep harmless the Authority from any loss liability claim for damages that may be sustained by any person or caused to any property or which may otherwise occur, in connection therewith by reason of operating this license.
8. **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 in the Snack Bar. Packaged items are not to be sold above the printed Market Retail Price.
9. Mandatory, the licensee awarded the contract should display his name prominently. He should also display the franchisees approval in the premises. Further, display of any advertisement shall not be permitted in the earmarked area; however AAI reserves the right to display advertisement.
10. The Snack Bar is to be kept open during the watch hours of **Tirupati Airport** and for the period as directed by the Airport Director from time to time.
11. The Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
12. To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Airport Director, AAI or his representative.

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13. The selected tenderer will confine the catering facilities to the Snack Bar premises. The selected tenderer shall have no claim for monopoly and the Authority shall be at liberty to permit/provide catering facilities at other areas in the terminal building or outside the AIRPORT area as may be necessitated by demand or as so desired by the Authority.
14. Any advertisement on the cutlery equipment (other than the name of the licence) is not permitted except with the specific approval of the Airport Director.
15. Licensee shall not erect or display any advertisement, hoardings, banners or signboards, or undertake any modification/construction plan at the allotted space. Any specific requirement needs to be approved by Airport Director.
16. The authority shall have right to demand and inspect the accounts of the licensee relating to business and licensee shall furnish to the Authority such information and books as may be demanded by the Authority from time to time.
17. The Licensee is permitted to sell the following items in the Snack Bar:
 - (i) Tea/Coffee/Healthy Drinks
 - (ii) Aerated Drinks/Mineral Water / Canned Juice
 - (iii) Packed Biscuits/ Cookies/ Cakes/ Chocolates/ Chips
 - (iv) Snack items viz. Sandwich / Patties / Pastries / Samosa / Cutlets / Hot Burger/Vada/Idly/Dosa etc.
18. The licensee shall make provision to accept e-payments through Credit/Debit Card and e-wallets such as Paytm/Freecharge/Mobikwik etc.
19. The above special conditions shall form part of the agreement.

(SIGNATURE OF LICENSEE)

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GENERAL INFORMATION / GUIDELINES

1. Tender documents are not transferrable. Tender shall be submitted strictly as per the procedure available in the web portal <http://etenders.gov.in/eprocure/app>

2. Tenders shall be submitted in two bid system as follows:

(i) **Technical bid**- EMD and other documents as required under Clause 3 of general information and guidelines.

(ii) **Financial bid** – to be submitted as required under Clause 4 of general Information & guidelines.

3. **Technical Bid shall be uploaded in the portal, which shall contain the basic documents specified as under, in PDF/XLS/RAR/DWF/JPG format. The soft copies shall be clear, legible & printable.** The hard copy of the documents shall be submitted as and when required by AAI.

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) Self Attested copies of the PAN card, Sales tax registration (VAT if applicable), Service tax registration or Goods and Services Tax Registration. **In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect.** Non submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.

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, Certificate of Incorporation, Annual Reports in case of a Company as per the Companies Act.

d) Self Attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.

e) **No dues certificates in case of ex- licences / existing licences** as applicable from AAI controlled airports. No Dues Certificate up to the month immediate preceding the date of opening of Technical Bid is to be submitted.

f) Form of **unconditional Acceptance** duly signed (Annexure-A)

g) Earnest Money Deposit (EMD): EMD of Rs. 1,63,000/- (Rupees One Lakh Sixty Three thousand only) shall be paid offline in the form of Demand Draft in favour of “Airports Authority of India”, payable at Tirupati. The original Demand Draft in respect of EMD should reach to **The Senior Manager (Commercial)**, Airports Authority of India, Tirupati Airport, Renigunta-517520 **before opening of the Technical bid.** The scanned copy of the Demand Draft should be uploaded along with Technical bid document in the CPP Portal.

Note: The tenders of the bidders who fail to submit the EMD before the stipulated time shall be rejected outright.

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Refund of EMD: The refund of EMD to bidders who fail to qualify the eligibility / technical stage shall be initiated within '7' days of their rejection. For all bidders whose financial bids are opened, the refund of the EMD except for H1 bidder shall be processed as promptly as possible after opening of the financial bid.

h) Documentary evidence authenticating **proof of experience** and certified **annual turnover** details for which the tenderer has claimed [as per Clause 2 of NIT].

i) Declaration giving the **particulars of contracts undertaken** by the party at different stations of AAI (*Nil statement also to be filed if no contracts are undertaken by the party*).

j) The **declaration of not having blacklisted or debarred by AAI, or any Government of India department, any Central or State Public Sector** undertakings (*Nil statement also to be filed*).

k) Declaration of cases/**action under PPE act** initiated by AAI. (*Nil statement also to be filed*)

l) Declaration giving the **details of outstanding dues** (disputed and undisputed)

m) Declaration to the **effect that “ No raid / seizure / search** has been carried out and / or pending by a regulatory authority in respect of the Licence granted by AAI in any of the airport premises either against me and / or any member of the consortium or against our / its associates or against any of the Directors / Managers/employees”.

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. Non submission of any of the required documents will not be considered as exemption. It may clearly be noted that the tender not accompanied by the required documents shall not be considered.

4. **Financial Bid**

a) The **financial e-bid** should necessarily submit in the template (BoQ file) provided at **CPP** Portal and no other format is acceptable.

b) The amount of license fee should be conspicuously given both in figures as well as in words.

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

Note: The financial bid of the technically qualified tenderer(s) will be opened after scrutiny of the technical bids and the date of such opening will be intimated by AAI. AAI may extend / modify the date at its discretion.

5. a) A sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision.

b) In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax

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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.

c) 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.

d) In case a Foreign Company and its wholly owned Indian subsidiary (WOS) company are participating in the same tender then a disclosure to be made during the application stage. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.

e) 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 authority, then the said entity may not be allowed in AAI tenders.

6. Tenderer(s) should clearly indicate the name & address of their Firm/Company/Individual, as the case may be, on both the Envelope and should clearly indicate the name of the facility for which tender(s) have been invited.

7. It may be noted that the Earnest Money deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI/s tender(s) **for a period of one year** on account of non-completion of the following:

(a) Acceptance of the offer within 10 days from the date of the award letter.

(b) Payment of Advance License Fee for one month within 15 days from the receipt of the Award Letter.

(c) (i) Payment of Security Deposit equivalent to Six (06) months license fee based on the First year quoted license fee in the form of Demand draft/Pay order/Bank Guarantee of a Nationalized /Scheduled Bank in favour of "Airports Authority of India", payable at Tirupati within Fifteen(15) days from the date of the award letter for the license, (Security deposit if in the form of Bank Guarantee, should be valid for the complete period of Licence plus 3 months' beyond the period)

(d) Execution of Agreement within 15 (Fifteen) days'.

(e) Commencement of the facility within **60** days from the date of issue of the award letter. Bills shall be raised from **61st** day or from the date of commencement of operations, whichever is earlier. In case, the existing licensee emerges as successful bidder, no gestation period shall be given /allowed.

(f) Utility / facilitation charges @ 10% on normal space rental charges shall be levied as per prevailing policy.

8. Tender(s) shall remain valid for a period of **180** days from the date of opening of the e-technical Bid. If any tenderer withdraws 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.

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9. The Tenderer(s) shall give the **list of his near relatives* employed in AAI.**

10. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives* of AAI employees.

11. (a) If the party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAI and the EMD received will be forfeited. The party will also be debarred from participating in any tender or AAI for **a period of one year.**

(b) If any contract is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.

(c) If at any stage, AAI finds that the party had submitted any false/wrong/ concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be **debarred for three years** for participation in AAI.

(d) 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.**

12. All the above guidelines will form part & parcel of the Notice Inviting e-Tenders.

13 AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

14. AAI reserves itself the right to extend the date of receiving / opening of the e-bids as well as to extend the validity of the e-tender.

15. AAI reserves right to reject any or all tender(s) in part or in full without assigning any reason.

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

Signature of Issuing Authority

Signature of Tenderer

GUIDELINES TO BIDDERS FOR PARTICIPATING IN E-TENDERING

1. Central Public Procurement (CPP) Portal.

1.1 The tendering process is online at CPP portal and the URL address is <http://etenders.gov.in/eprocure/app> . Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge Bidders are advised to visit this website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only. The bidders can visit and download the electronic bids (tenders) of AAI by visiting the CPP Portal.

1.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, 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 submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: www.etenders.gov.in

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: www.etenders.gov.in) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) 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.

4) 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 / eMudra etc.), with their profile.

5) 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.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, 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.

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2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' 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.

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

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document 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.

3) 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.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every 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 and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BID

1) 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. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official as specified in the tender document. 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.

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4) Bidders are requested to note that they should necessarily submit their **financial bids** in the format provided and no other format is acceptable. If the price bid has been given as a standard **BOQ** format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the **BoQ** file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). **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.

5) 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.

6) 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) 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.

9) 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.

ASSISTANCE TO BIDDERS

1) 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. 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 and the details of the Help desk are as under:

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any

E-TENDER FOR SNACK BAR IN CHECK IN AREA AT TIRUPATI AIRPORT

issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4200462, 0120-4001002.

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Department of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

3. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)

a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

b. Before submitting queries, bidders are requested to follow the instructions given in **“Guidelines to Bidders”** and get their computer system configured according to the recommended settings as specified in the portal at **“System Settings for CPPP”**.

4. In case of any issues faced, the escalation matrix is as mentioned below:

SL No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2.	Jr.Exe.(IT)	After Hours of Issue 4	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)
3.	AGM(IT)	After Hours 12	snita@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
4.	Jt. General Manager(IT)	After Hours 24	ykkaushik@aai.aero	011-24651507	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After Days 03	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

E-TENDER FOR SNACK BAR IN CHECK IN AREA AT TIRUPATI AIRPORT

ANNEXURE-B
(SPECIMEN ONLY)
LICENCE AGREEMENT

SUB: Licence for Snack Bar in Check in Area at Tirupati Airport.

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

_____ represented by _____ of the other part, hereinafter called the Licensee (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to **grant Licence at its Tirupati Airport for the purpose of Snack Bar in Check in Area** 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 and Conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the License .NOW, THEREFORE, this indenture witnesseth:

1. That the License for the said facility shall be valid for the period of three years from _____ to _____ unless terminated earlier on account of following:

- a) By giving 60 days' notice in writing from either side without assigning any reason;
- b) Terminated by AAI on a short notice on account of un-satisfactory performance;
- c) Termination of expiry of the specified time period allotted for unresolved internal dispute resolution.

2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fees on or before 10th day of English Calendar Month as under:

<u>Year</u>	<u>Amount of monthly License fee</u>
1 st Year	-----
2 nd Year	-----
3 rd Year	-----
4 th Year	-----
5 th Year	-----

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3. That in addition to the above said License Fee, the Licensee shall pay all charges towards Consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the Bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity 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, outgoings and other taxes as leviable on the Licensee in 'Laws'.

5. That the Licensee shall make payment of license fee etc., by demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.

6. That the Licensee shall deposit a sum of Rs. _____/- (Rupees _____ only) i.e., an amount equal to six months license fee as "Security Deposit" in the form of Demand Draft/Pay Order/Bank Guarantee from a Nationalised / Scheduled Bank in favour of Airports Authority of India, payable at Chennai.

7. In the event of failure to pay the license fee and other charges by due dates, simple interest @ **12% per annum** be payable, as per AAI credit policy on all delayed payments without prejudice to the Authority's other rights and remedies.

8. In the event of the Licensee committing any breach of the terms & conditions of the licence agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit/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.

9. That the Licensee shall deposit in cash/DD/Pay Order Rs _____/- (Rupees _____) as Security Deposit towards Electricity Charges.

10. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

11. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

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12. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.

13. That Authority shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.

14. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.

15. That licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.

16. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give him alternative premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the Licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

17. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.

18. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.

19. The Licensee shall not terminate the License before the expiry of the period of the License except by giving **120 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 **120 days'** notice in writing without assigning any reason there to.

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 Licence agreement, the Authority will be entitled and be at liberty to determine the Licence 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. Novation Agreement: It is hereby agreed between the Parties that the Authority shall have the right to novate this Agreement in favour of any third party (hereinafter "Third Party") on the same terms and condition as contained in this Agreement and the Licensee hereby agrees to enter into such Novation Agreement recognizing the Third Party as the Licensor in place of the Authority".

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22. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms & Conditions and the Exit Clause shall form part and parcel of the license agreement.

23. The award letter issued to the successful tenderer also forms part and parcel of the license agreement.

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

Witnesses:

- 1.
- 2.

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

Witness:

- 1.
- 2.

EXIT CLAUSE

a) **Normal termination:** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra-virus even if after the contract is deemed to have terminated by operation of this clause.

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

c) **Termination for convenience:** Either party, AAI on one part and the contractor on the other part can serve the notice for termination by giving **120** days notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly the notice given by the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges as below:

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

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

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

SIGNATURE OF LICENSE

E-TENDER FOR SNACK BAR IN CHECK IN AREA AT TIRUPATI AIRPORT

SCHEDULE OF PREMISES

- 1) Purpose : **License for Snack Bar in check in Area**
- 2) Space : **20 (8x2.5) Square Meters**
- 3) Location : **Check in Area,
New Integrated Terminal Building
Tirupati Airport.**

GENERAL TERMS & CONDITIONS

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said Airport ground subject to such rules and regulations and may be imposed by the lawful authorities of the airport ground.

2. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any unlawful interruption from or by the Authority or any person claiming under the Authority.

3. Any notice required to be served on the Licensee under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent, similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the Authority who should invariably acknowledge the notice.

a) The period of notice given under this Agreement will count from the date of receipt of notice by either side.

4. Subject as herein before otherwise provided, all notice to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and power of the said Airport Director in respect of the airport under his charge.

5. a) The Licensee shall not, unless with the written consent of the Authority create a 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 regulation of the Shops and Establishments Act, Factories Act, Industrial Disputes Act, Minimum wages Act and provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration in force 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.

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

8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulation with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, the Airport Director shall have powers to get the premises cleared at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default up to 7 days and thereafter Rs.1000/- per day and can take other actions including termination of the License. The name boards of the facility shall be made in trilingual form (i.e. Telugu, Hindi and English), with yellow back ground and black lettering.

9. The Licensee shall comply with the requirements of all standard health clauses including those given below:

a) The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc, used by the Licensee.

b) All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out 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 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 or his agents and servants shall not without consent of the Airport Health Officer, interfere with, injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

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

f) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of Licensee in complying with either of these conditions specified in the foregoing sub-clauses (i) to (v), the Authority will be entitled and be at liberty to determine the License forth with and resume a possession of the premises without payment of any compensation under or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.

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10. The Licensee shall employ only such servants as shall have good character and well behaved and skilful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all person employed by him verified by the police to the satisfaction of the Authority, before the employment.

11 a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the Licensed premises) of minimum a 2.5 Kg CO2 fire extinguisher in the licensed premises at his cost before commencement of business.

b) No wooden partition / inflammable materials shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop/office premise shall be as per the specification given by AAI and to be got approved by AAI in advance.

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

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

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

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

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

(c)The Licensee will, during the continuance of this License insure against any claim for workmen's compensation or otherwise of all persons employed by 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.

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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 to fixed by the Authority and he / she shall also be liable to refund to any customer any amount in excess of the price so fixed.

18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publication Division of Government of India and / or Tourism Department of the Central Government or of the State Government within whose jurisdiction, the Airport is situated on such terms 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, decided by the Authority it is objectionable in any manner to, keep, exhibit or sell the same.

20. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by Airport Director of the Authority.

21. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event, However , rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.

22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws / Rules / Regulations / Orders, the

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Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.

23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the key during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.

24. The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the Terms & Conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation / bargaining will be entertained.

25. On expiry of the License period or on termination of the License by the Authority on account of any breach on the part to of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installation, if any, provided by the Authority. Further, Licensee shall remove his / their goods and other materials from the Premises immediately, failing which Authority reserve its right to remove such good / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose of the goods / materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventually.

26. The license herewith granted shall not be construed any way as giving or creating any other right or interest in the said space / building / land / garden / tank / premises to or in favour of the Licensee but shall be construed to be only as a License in terms & conditions herein contained.

27. The authority, its servants and agents shall at all times have the absolute rights of entry into the said premises.

28. The provision of AAI (Amendment) ACT 2003 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act including taking action against unauthorized occupants.

29. (a) All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the provisions of AAI Act (as amended by AAI Amendment Act, 2003) and the rules framed there under which are now enforced 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 by the Dispute Resolution Committee within 45 days of reference, then the case shall be referred to the sole arbitration to be appointed 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.

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Licensee will have no objection to any such appointment that the arbitrator so appointed is a servant of the Authority and that he had to deal with the matter to which this Agreement relates and that in course of his duties as such servant of the Authority he had expressed views on all or any of the matters in dispute or difference. The Award of the Arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act, 1996 shall be applicable.

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.

Similarly, before making a reference to Dispute Resolution Committee, the Licensee will have to first deposit the disputed amount with AAI and the consent shall have to be obtained from the licensor for acceptance of the recommendations of the Dispute Resolution Committee. However, once the arbitration clause has been invoked, the DRC process will cease to be operative. During the Arbitral and Dispute Resolution Proceedings, the Licensee shall continue to pay the full amount of the Licence fee regularly as per the agreement and perform all covenants of the agreement.

30. In case of any dispute where legal action is compelled to be initiated by any of the party, Jurisdiction of court shall be the city/town/district where the airport is located.

FIRE CLAUSE

1. The licensee shall not use electrical heater, toaster, electric kettle and other allied electrical appliances in the shops and offices.
2. The licensee shall not use naked light of any kind in shops and offices.
3. The licensee shall get their electrical circuit tested, at least, once in a year and any defect noticed should be rectified immediately. Licensee shall submit the test report issued by Electrical Supervisory/license holder or Engineer to the Airport Director.
4. Cable should not be laid on the false ceiling, or on the partition wall cable, where required, should be laid on metal cable trays.
5. Miniature circuit breaker (MCB) and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
6. Main switchboard, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
7. Overloading of the circuit is prohibited and no temporary connection should be made, without specific approval of Airport Director.
8. Combustible material should not be stored under/close to the electric switch board/distribution board/metals and approach to electrical board should be kept clear.
9. If in the allotted space, no false ceiling is provided, false ceiling will not be provided by the allottee, without specific approval from Airport Director.
10. Internal partition/any modifications are not permitted unless written permission is obtained from Airport Director.
11. Storing of any type of material above the false ceiling is prohibited.
12. Allottee shall get his personnel trained in use of fire extinguisher.
13. Allottee shall not store combustible material more than seven days use in the offices situated in terminal buildings.
14. Two 9 litres Capacity water type extinguishers and one 4.5 Kgs CO2 extinguishers shall be installed.
15. Battery operated emergency light shall be provided in shops.
16. Telephone numbers of fire control room shall be displayed.
17. NOC shall be obtained by the licensee from City Fire Service for carrying out any modification.
18. Storing of liquid fuel of any type is strictly prohibited.

SIGNATURE OF LICENSEE

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ANNEXURE-C

FORM OF BANK GUARANTEE

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

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

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

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

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

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

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

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5. We further confirm that the guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.

6. This guarantee shall be valid till _____ and you have the right to en-cash this guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

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

II. This bank guarantee shall be valid upto _____ and you have the right to en-cash this guarantee up to 90 days from the said date.

III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank name

Dated : _____

Place : _____

Witnesses:

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

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

Sub:- My Bank Guarantee bearings No.
Dated.....for Rs..... issued in favour of Airports Authority of India.

Sir,

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

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

Signature of the Depositor

Place :
Date :

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**AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT**

**Check List for the Snack Bar in Check in Area
(To be filled & uploaded by the Bidders along with Technical Documents**

S.No.	Requirement as per NIT	Submitted		Remarks (if any)
		Yes	No	
1.	<i>Details of the Concern & Legal status of the organization</i>			
2.	<i>Self-Attested Copy of PAN</i>			
3.	<i>Self-Attested copy of Sales tax Registration / VAT</i>			
4.	<i>Self-Attested copy of Service Tax Registration/ GST registration</i>			
5.	<i>Copies of audited and certified Profit & Loss A/c. and Balance sheet</i>			
6.	<i>Self-Attested Copies of MOA / Articles of Association / Partnership deed / Co-operative Societies</i>			
7.	<i>No Dues Certificate in case of ex- Licensee / existing Licensee of AAI</i>			
8.	Earnest Money Deposit of Rs.1,63,000 /- paid			
9.	Tender fee of Rs. 5000/- paid			
10.	<i>Unconditional acceptance letter as per Annexure-A</i>			
11.	<i>Documentary evidence for experience and annul turnover as claimed by the Tenderer</i>			
12.	Declarations on non-judicial stamp paper of Rs.100/- for the NIT Conditions 4 (a) to (f)			
13.	<i>Declaration of Near relatives working in AAI</i>			
14.	<i>Declaration of present / past contracts with AAI</i>			

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Location Diagram

