



**“NOTICE INVITING QUOTATION FOR INSTALLATION AND OPERATION OF  
AUTOMATED TELLER MACHINE (ATM) IN CHECK IN AREA  
&  
VISITORS CONCOURSE AREA”  
AT  
LAL BHADUR SHASTRI INTERNATIONAL AIRPORT, VARANASI.**



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**AIRPORTS AUTHORITY OF INDIA DEPARTMENT OF COMMERCIAL**  
**E-quotations are invited for award of LICENSE TO OPERATE AUTOMATED**  
**TELLER MACHINE at LBSI Airport, Varanasi.**

**INTRODUCTION**

1. Airports Authority of India is ("AAI") is the largest Airport Operator in Indian providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject NIQ for license to operate **Automated Teller Machine** at LBSI Airport, Varanasi.
3. AAI came into existence on 1<sup>ST</sup> April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
  - Design, development, operation and maintenance of passenger terminals.
  - Development and management of cargo terminal at international and Domestic Airports.
  - Provision of passenger facilities at terminals like Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers.

These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.

5. During the Financial Year 2018-19, AAI has recorded a Total Revenue of Rs.12976.9 crores and a Profit after Tax (PAT) of Rs. 2801.64 crores.
6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
7. Major Airlines and of the airport is placed Air India, SpiceJet, Vistara, IndiGo, Akasa Air.

**NOTICE INVITING QUOTATION**

1. Quotation is hereby invited for granting concession for the following:-

Name of the Facility	Tender Processing Fees (in INR)	EMD Processing Fees (in INR)	MINIMUM RESERVED LICENCE FEE
<b>INSTALLATION AND OPERATION OF AUTOMATED TELLER MACHINE IN CHECK IN AREA &amp; VISITORS CONCOURSE AREA (Area up to maximum of 06 sqmt. each subject to availability)</b>	<b>Rs. 4,000/- (Rupees Four Thousand only)</b>	<b>Rs. 1,00,000/- (Rupees One Lakh only)</b>	<b>Rs. 65,450/- per month per ATM (Rupees Sixty Five Thousand Four Hundred Fifty only + taxes and charges extra)</b>

**NOTE:**

- a) **The bidders are to quote above the MRLF. Offers below MRLF will not be considered for award.**
- b) The bidder has to quote Licence fee payable to AAI for per ATM per month in the financial bid format.
- c) Period of license is **7 years** with 10% annual compound escalation in Licence Fee every year.
- d) The said license shall be extendable for a further period of **three years** subject to satisfactory performance with regard to provision of service and payment of license fee to AAI.
- e) The successful bidder is liable to pay all Govt. Taxes including GST (18% at present) applicable at the rates declared by Govt. of India / State Govt. / Union Territory from time to time.

- f) Electricity/Utility at 10% of normal AAI notified space rent and other applicable charges shall be payable extra.
- g) No advertisement/branding shall be permitted at the ATM counter. Only signboard and logo/name of Bank shall be permitted to be displayed. The maximum size of signboard should not exceed the fascia having max area of **12 sq ft.**
- h) The banks may also install the CDM within the allotted space of ATM.
- i) In case additional space for installing CDM is required, space shall be allotted adjacent to ATM on payment of space rent as per availability of space **depending upon availability.**

## 2. **Eligibility criteria:-**

- a. Any scheduled Commercial Bank (both Nationalized/Private) having banking license from Reserve Bank of India.

## 3. **Rate of Escalation:**

- a. License Fees shall be subject to annual escalation of 10% compounded annually or as per AAI policy.
- b. **The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period.**

4. Participants are advised not to give any conditional quotes and adhere to the terms and conditions indicated in the quotation documents provided by AAI. Conditional quotations would be summarily rejected.

**5. Handing Over of Sites:**

- a. Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time.
- b. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on **16<sup>th</sup> day** of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.
- c. In case quotation process has been completed and successful quotationer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7<sup>th</sup> day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

**6. Gestation Period:**

- a. Gestation period of **Thirty (30) days** or actual Commencement of commercial operation, whichever is earlier, reckoned from the date of handing over of sites shall be permissible.

- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favor of the existing licensee in the same place (i.e. same area as well as location). However, :-
  - i. where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
  - ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.
- 7. Only one quotation document shall be sold to a single party/bank. Quote offered by Bank branch will be general quote and not site/location specific. Bank Branch with highest quote will be given a preferential opportunity to select the location/s to operate. If other Banks who participated in the Quotation process, may be given an option to set up ATMs at other locations mentioned in the quotation, subject to matching the discovered price/Highest quote but before the validity of bid only i.e. 180 days from the date of opening of financial quote.
- 8. Any party, falling under the following categories is not eligible.
  - a) Any bank/entity which is not a scheduled commercial bank.
  - b) De-barred/black listed by CBI or Airports Authority of India or undertakings/Departments like Railways, Defense or any other Department of Government of India and State Government.

- c) Parties facing action under PPE Act with AAI.
  - d) Bank branch which 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 quotation.
  - e) Bank Branches having undisputed dues (Including interest on delayed payments) with AAI exceeds one month Licence fee, or having dues (undisputed) exceed available security deposit (for each contract separately).
9. The amount of Tender Fees of **Rs. 4000/- (Rupees Four Thousand Only)** shall be paid by the quotationers before the scheduled time of submission through Demand Draft in favor of "**Airports Authority of India, LBSI Airport, Varanasi**". No other mode of payment shall be acceptable.
10. The amount of Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (Rupees One Lakh Only)** shall be paid by the quotationers before the scheduled time of submission through Demand Draft in favor of "**Airports Authority of India, LBSI Airport, Varanasi**". No other mode of payment shall be acceptable.
11. A copy of the proof / documents of the above payments (i.e. Tender, EMD fees) made through Demand Draft is to be submitted along with the technical bid documents to be submitted by the Bank Branch.
- a. Non-submission of Tender and EMD fees shall lead to disqualification of quotationers.
  - b. Quotes shall be submitted in two bid system as follows:-
    - i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information / guidelines NIQ.
    - ii. Financial Bid – As required under clause 4 of general information /guidelines of NIQ.

12. Quotation documents duly completed in all respects should reach either by registered post or by person at Commercial Department, Airports Authority of India, LBSI Airport, Varanasi - 221006 on or before **15:00 hours on 05.10.2023** positively. The quotations shall be opened on the same day at 15:30 hours in the presence of the interested quotationers or their authorized representatives (if present).
13. AAI reserves to itself the right to reject the conditional offers without assigning any reason thereto.
14. AAI reserves to itself the right to reject any or all the quotations without assigning any reason thereof and to call for any other detail or information from any of the quotationer(s).

#### **15. Novation Clause**

**“Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI/Government of India, then the Authority shall have the right to assign/novate/after this Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment/novation/alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/novation/alteration as and when need arise.”**

**Set-Off Clause:**

“In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law”.

**Explanation 1** – For the purposes of this agreement, set of means adjustment of any outstanding dues(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/airport premises.

**Explanation 2** – Outstanding dues shall mean and include any amount accrued/due against the licensee under this or any other agreement at any of AAI airport or airport premises.

**AIRPORT DIRECTOR  
LBSI AIRPORT, VARANASI**

## **GENERAL INFORMATION/GUIDELINES**

1. Quotation documents are not transferable.
2. Technical Bid must be sealed in Envelope 'A' and Financial Bid in Envelope 'B' and both the Envelopes are to be sealed in 'Master Envelope'.
3. Envelope 'A' which shall be opened first shall contain the basic documents specified as under:-
  - (a) Copies of RBI Licence/authenticated proof.
  - (a) Tender fees of **Rs. 4,000/-** in the form of DD to Airports Authority of India payable at LBSI Airport, Varanasi.
  - (b) EMD fees of **Rs. 1,00,000/-** in the form of DD to Airports Authority of India payable at LBSI Airport, Varanasi.
  - (c) No dues certificate.
    - (1) 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 thereon along with the details of SD and mode of SD.
    - (2) No dues certificate from AAI  

The Bank Branches should also enclose the latest no dues certificate issued by AAI in respect of all AAI airports. It will be the responsibility of the party to obtain the no dues certificate from all the stations and or offices of AAI and submit the same with the quotation documents.
  - (e) Form of unconditional acceptance duly signed - Attached.

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

4. Envelope B (Financial Bid):- The envelope B should contain only the financial bid in the approved form.
5. The amount of licence fee offered per month should be conspicuously written both in figures as well as in words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the quotationer(s). In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
6. In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial bids, as per Authority's policy, from such Tie Bidders and shall identify the Selected Bidder from amongst such Tie Bidders. Provided that the revised Financial Bids of such Tie Bidder (s), shall be no less favorable to Authority than their respective original Bids.
7. The offer made by bank will be for the first year license fee will have 10% cumulative escalation for the subsequent years as license fees payable.
8. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred/ blacklisted for further participation in AAI's quotation(s) for a period of 1 (one) year, on account of non-completion of the following:-
  - (a) Acceptance of the offer within 7 days
  - (b) Payment of advance licence fee for one month within 15 days from the receipt of the award letter.

- (c) (i) Payment of Security Deposit equal to **10 [ten] Months** of licence fee plus GST in the form DD/RTGS/Bank Guarantee of a Nationalized/Scheduled Bank in favour of Airports Authority of India, LBSI Airport, Varanasi within 15 days for the licence;
- (ii) The Security Deposit, if in the form of Bank Guarantee, should be valid for the complete period of licence plus 6 months' beyond the contract period.
- (iii) The Security Deposit for Utilities (electricity etc.) is to be deposited in the form of Bank Guarantee/Demand Draft/Pay Order/RTGS/NEFT in favour of Airports Authority of India, LBSI Airport.
- (iv) No interest is payable on Security Deposit.
- (c) Execution of the Agreement within **15 days**; and
- (e) Gestation Period:- **30 days** or actual commencement of commercial operation, whichever is earlier.
9. Quotation(s) will remain valid for a period of **180 days** from the date of opening of the financial Bid in Envelope 'B'. If any quotationer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, the quotationer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their quotation(s) with consent of AAI.

#### **10. Debarring Provisions:**

- (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 license is liable to be terminated by AAI and the EMD received will be forfeited. The party will also be debarred from participating in any quotation or AAI tenders for a period of one year.

(b) If any license 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 quotations.

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

## **11. Exit Clause:**

### **a) Normal termination:**

The license 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 agreement) till the same is settled. The licensee cannot claim the dues to be time barred or ultra vires even if after the license 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 to be served by either party and the license will terminate after the expiry of the notice period. If such termination happens to fall within **50%** of the license 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:**

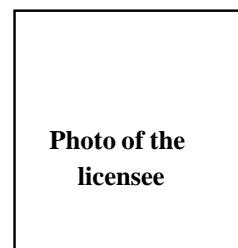
Either party, AAI on one part and the licensee on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly the notice given by the party should be approved by the 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 license. The period of **6 months** will be reduced to **4 months** if the license 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.

**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 license 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 licensees@ double the license fee per month in the form of damage charges can be imposed on licensees unauthorized occupying the premises after expiry of license period.

12. All the above guidelines will form part & parcel of the Form of Quotation & Agreement.
13. AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the quotation.
14. AAI reserves right to reject any or all quotation(s) in part or in full without assigning any reason.

## **Draft Licence Agreement**



SUBJECT: Grant of License for \_\_\_\_\_ at \_\_\_\_\_ AIRPORT,

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

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority (Act 55 of 1994) and having its corporate office at New Delhi and branch office at LBSI Varanasi Airport, represented by Airport Director, Varanasi 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 \_\_\_\_\_, a Proprietorship Firm/Partnership Firm/LLP/Company incorporated under the Company Act 2013, represented by \_\_\_\_\_ 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 heirs, 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 **180 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. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before the 25<sup>th</sup> day of English calendar month as under:

Year	Amount of Monthly License Fee
Year	+ GST applicable on time

3. The AAI shall raise bill on or before 10<sup>th</sup> of every month. The Bank has to make the payment of Licence Fees, etc. by 25<sup>th</sup> of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

**In case of Central / State Govt. and their PSUs. :**

Interest on delayed payment at the rate of 6% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 12% per annum shall be charged from the due date, for entire delay period.

4. No separate space rent for the said allotted area shall be chargeable. However, electricity/any other applicable charge including Govt. Taxes shall be payable extra. Utility facilitation charges @ 10% of normal notified space license fee shall be chargeable.
5. That in addition to the above said licence fee, 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 case of 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.
6. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in "Laws".
7. That the Licensee shall make payment of license fee etc. either by cheque/demand drafts drawn on local bank branches or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.
8. That the licensee shall deposit a sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) i.e. an amount equal to 10 months of license (based on \_\_\_\_\_ year license fee) (including taxes & charges) fee as Security Deposit in the form of Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor 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 the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

9. That the Licensee shall also be liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual licence/concession value for the last year subject to minimum deposit of Rs. 10,000/- and a maximum deposit of Rs. 10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
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, Statements of audited Accounts in such manner and within such period as the Authority may prescribe.
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 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.
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 accounts 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, call upon the Licensee to vacate the site and may give him an alternative premise 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 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.
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 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 quotation in AAI for minimum period of 01 (one) year.
20. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI quotation. However, in case the licence 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.
21. The Licensee shall not terminate the license before the expiry of the period of the license except by giving **180 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 days notice in writing without assigning any reason thereto.

**22. Exit Clause in this contract shall be as follows:-**

**A. Normal termination:-**

The contract will be deemed 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 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 ultravires 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 has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within **50%** of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the **six (6) 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 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 concession/license has been terminated within **50%** of the license period or the party has not served the requisite notice of **180 days**, for surrender of license/concession after completion of **50%** licence period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1-3 years	For contract period of less than 1 year
(i)	Before 50 % contract of period	6	4	2
(ii)	between 50% to 75%	4	3	2
(iii)	between 75% to 100%	2	2	1

**NOTE: If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.**

**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.

23. No compensation is payable by AAI. Exponential penalty on licensees @ double the licence fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.

24. 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.

25. Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.
26. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in Appendix „1, 2, 3 & 4“ respectively annexed hereto.
27. The period of license shall remain 7 (seven) years further extendable for a further period of three years subject to satisfactory performance with regard to provision of service and payment of license fee to AAI, with the condition that in case of privatization/leasing out/master concessionaire of airport under reference, the unexpired period of this license agreement shall be honoured by the prospective licensee/operator of such airport instead of termination by a short notice.

## **28. Novation Clause**

***"Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI/Government of India, then the Authority shall have the right to assign/novate/alter this Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment/novation/alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/novation/alteration as and when need arise."***

**Set-Off Clause:**

“In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed /terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law”.

**Explanation 1** – For the purposes of this agreement, set of means adjustment of any outstanding dues(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/airport premises.

**Explanation 2** – Outstanding dues shall mean and include any amount accrued/due against the licensee under this or any other agreement at any of AAI airport or airport premises.

Signed by \_\_\_\_\_ Airport Director,  
Airports Authority of India, LBSI Airport, Varanasi 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.

**FINANCIAL BID****QUOTATION SET NO.****AIRPORTS AUTHORITY OF INDIA****FORM OF QUOTATION**

1.	Quotation for	<b>LICENSE FOR SETTING UP OF AUTOMATED TELLER MACHINE AT CHECK IN AREA/VISITORS CONCOURSE AREA IN LBSI AIRPORT, VARANASI.</b>
2.	Period of License	The period of license shall be for 7 (seven) years further extendable for a further period of three years subject to satisfactory performance with regard to provision of service and payment of license fee to AA
3.	MRLF	<b>Rs. 65,450/-</b> for each location (Bidders shall quote above the MRLF. Offers below MRLF will not be valid)
4.	Name & Address of Bank	
5.	Offer of the licence fee per month for the First Year for ATM. The quoted license fee will be subject to 10% compound escalation for the subsequent years. The highest bidder will be given choice of selecting preferred location(s) (only if multiple ATM locations are on offer in the quotation floated by AAI).	
6.	Quote (in Rs.) per ATM per month(excluding taxes and charges)	Rs. _____ per month (Rupees _____) + Tax as applicable for location _____

7. I/We have carefully read and understood the terms and conditions of the license as contained in Quotation Documents issued by the Airports Authority of India (AAI) including the following:

- a. Earnest Money Deposit of **Rs. 1,00,000/-** is liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in quotation documents, within the prescribed time.
  - b. On account of non-acceptance of award or on account of non-completion of quotation conditions within the prescribed time, I/We shall be debarred by AAI for further participation in the quotations at its airports or at any other place under the control of AAI, for a period of three years.
  - c. In case the documents submitted by my/our firm along with quotation are found inadequate/false/incorrect, the quotation of my/our firm will liable to rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of any my/our firm and debar my/our firm from participation in the further quotation of AAI.
8. AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
  9. The AAI does not bind itself to accept the highest or any quotation and reserves to itself the right of accepting the whole or any part of the quotation and the quotationer shall be bound to provide the service at the rate quoted.
  10. I/We are not having any contract with Airports Authority of India (In case if you have contracts with AAI, submit all the details with latest No Due Certificate and SD details.)
  11. I/We are not having any disputed / undisputed dues to AAI. (In case if you have any disputed / undisputed dues with AAI, submit all the details).
  13. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defence or any other department of Government of India or State Government. (In case if you have debarred / blacklisted, submit all the details).

- 14. I/We are not facing any action under PPE act with AAI. (In case if you have faced PPE Act with AAI, submit all the details).
- 15. I/We are not facing any legal action by Court of law to pay the outstanding dues to AAI at any of the airports (In case if you have faced legal action, submit all the details)
- 16. No raid/seizure has been carried out and/or pending by a regulatory authority in respect of the license granted by AAI in any of the airport premises either against me and/or any member of the consortium or against our/its associates or against any of the directors/managers/employees. (In case raid/seizure has been carried out and/or pending, please furnish all such relevant details).

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature: \_\_\_\_\_  
 Name & Address \_\_\_\_\_

Signature of the Quotationer \_\_\_\_\_  
 Name \_\_\_\_\_  
 Status \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Tel No (Office) \_\_\_\_\_  
 Residence \_\_\_\_\_

Witness:

- 1)
- 2)

**GENERAL TERMS AND CONDITIONS.**

The Authority hereby covenants with the licensee as follows:

- (1) The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- (2) The Licensee paying the licence fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- (3) Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
  - a. The period of notice given under this Agreement will count from the date of receipt of notice by either side.
- (4) Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.

- (5) (a) The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this 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...../- per day for each default upto ..... days & thereafter Rs. ..../- 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 (c), 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 2.5 kg CO<sub>2</sub> fire extinguisher in the licensed premises at his cost before commencement of business.

- (b) No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
  - (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the licence.
- (14)(a) The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.
- (b) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.

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

(15) In the case of such breach of the terms of this licence as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee up to the limit of the Security deposit of the licensee. The decision of the Authority in this respect will be final and binding on the licensee.

(16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.

(17) The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall 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 case controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.

- (18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
- (19) The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- (20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.
- (21) If because of any strike or lock-out in the Airport or in any airline, the licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the licence fee due to ban on visitor entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.

- (22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
- (23) The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- (24) The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the licence or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
- (25) On expiry of the licence period or on termination of the licence by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.
- After the contract expires, the concessionaire shall stop business and shall be given a maximum of 07 days to vacate the premises (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee.

If the agency fails to vacate the premises within 07 days of expiry of contract, twice of normal notified space rent of that area shall be charged from date of expiry to the date of vacation.

If agency fails to vacate even after 15 days, the agency ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available SD along with outstanding dues if any. Taking over document has to be signed after clearance of premises by the concessionaire.

- (26) The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a licence in terms and conditions herein contained.
- (27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
- (28) The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in 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 AAI ACT, 1994 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/ RED of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit 50% of the disputed amount (in the form of BG) (Additional Bank Guarantee with validity of minimum two years from the date of making reference to DRC and further extendable/DD/PO/NEFT) with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman/Member/ RED of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed amount (in the form of BG) (Additional Bank Guarantee with validity of minimum two years from the date of making reference to DRC and further extendable/DD/PO/NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

The Bank Guarantee will be in addition to the license directed Security Deposit already available with the Authority. This additional Bank Guarantee shall be valid for a period of two years extendable automatically year to year till the finalization of Conciliation/Arbitration process respectively.

During the arbitral and Dispute resolution proceedings, the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements. B

(30) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.

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

(SIGNATURE OF LICENSEE)

**FIRE EXTINGUISHER CLAUSE**

1. The Licensee hereby undertakes not to use Gas heating / naked lights, in the terminal building, other than inside the counter/ premises/ restaurant/ canteen, for which the license has been issued.
2. The Licensee hereby undertakes to keep adequate number of 'Ash trays' in the smoking area and to provide 'No smoking' sign boards in the non- smoking areas, as specified by the authority, for the purpose of this license.
3. The Licensee hereby undertakes to take utmost caution to prevent spillage of fuel oil or other hazardous chemicals in the terminal building. In the event of total prevention is perfectly impossible, the licensee shall provide suitable bins/ trays in the appropriate places for collection of such spill and shall dispose the collected spillage properly to avoid hazard or danger to hygienic condition of the premises.
4. (a)The licensee undertakes to provide adequate 'Fire protection system' as per building code of India, at his own expenses, in the premises covered by in this license.  
  
(b)The Licensee shall install, at his own cost CO2 Fire extinguishers, of the minimum weight of 2.5 kgs., in the premises under the license.
5. The Licensee undertakes to obtain prior permission from competent authority for hot/ cold work in case during alternate use of heat, naked, flame electricity or high pressure condition is to be made.
6. The Licensee hereby covenants not to keep or cause any obstruction in the exit and escape routes in the premises under license.

7. Wherever there are 'Smoking' and 'Non-smoking zones', the licensee shall keep the fire separation doors closed.
8. The Licensee undertakes to provide adequate number of 'Waste bins' with proper lids, in the appropriate places of the premises under this license.
9. The Licensee hereby undertakes not to obstruct the location of the fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.
10. The Licensee shall not exceed the loading limits of power source as specified by the authority and shall not do any loose or temporary connections in the terminal building.
11. The Licensee undertakes to educate the people to be deployed in respect of this license to be more conversant with emergency evacuation procedures and handling of portable fire fighting equipment's.
12. The Licensee shall always communicate the required means of communication to communicate with the Airport Fire Station in case of emergency.
13. The Licensee shall submit the premises for inspection of Fire prevention measures every quarter and the recommendations made by inspecting officer shall be complied with by the Licensee.
14. The Licensee hereby agrees to provide necessary training to the employees, posted in the premises, for handling fire extinguishers as provided in the terminal / licensed premises.

### **ADDITIONAL 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 the 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 Licence holder or engineer to the Airport Controller.
4. Electrical 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 and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
6. Main switch board, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
7. Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of Airport Controller
8. Combustible material should not be stored under/close to the electric switch board/distribution board /meters 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 licensee, without specific approval from Airport Controller.
10. Internal partition/any modifications are not permitted unless written permission is obtained from Airport Controller.

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 09 ltrs. 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 allottee from city fire service for carrying out any modification.
18. Storing of liquid fuel of any type is strictly prohibited.

(SIGNATURE OF LICENSEE)

**SPECIAL TERMS & CONDITIONS**

1. The Automated Teller Machine should be operated round the clock every day without any break. Maintenance / repair if any, required shall be attended immediately.
2. No other advertisements other than their company for this service shall be permitted by AAI in the counter / allotted space.
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. The above special conditions shall form part of the agreement.
9. It is responsibility of the licensee for proper maintenance of the ATMs and to keep the surrounding areas always neat and clean.
10. Adequate amount of cash should be available at all the times.
11. AAI not responsibility for any delay in obtaining permission/Licence from RBI/concerned regulatory authorities.
12. The Licensee has to obtain necessary license if any required.

**ANNEXURE: B**

**For Refund of EMD, following is to be submitted by the bidders /  
tenderers:-**

**(To Be Submitted On Letter Head of Bidder)**

**BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Information Required</b>
1.	Name of the Account Holder i.e. Bidder	
2.	PAN/TAN No. of the Party i.e. Bidder	
3.	Name of the Bank	
4.	Address of the Bank	
5.	Bank Account No.	
6.	Type of the Bank Account	
7.	MICR Code of the Bank	
8.	IFSC Code of the Bank	

Note:- In addition to above scanned copy of cancelled cheque may please be provided.

(Beneficiary's i.e. Bidder's Name & Signature)

Place:

Date:

**FORM OF BANK GUARANTEE**

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

WHEREAS by a License Agreement dated\_\_\_\_\_made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY) of the one part and\_\_\_\_\_(hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the license for operating the\_\_\_\_\_(complete name and 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.

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 outstanding dues/charges due from the licensee (inclusive of any costs or expenses and interests) 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 the sole judge for this demand;

PROVIDED that our liability under this Guarantee shall be limited to a sum of Rupees \_\_\_\_\_and extended for the amount increased from time to time as aforesaid.

1. 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.

2. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
3. 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.
4. 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 applicable laws as in force in India.
5. This Guarantee shall be valid till \_\_\_\_\_ and you have the right to encash this Guarantee up to \_\_\_\_\_ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall not exceed Rs. \_\_\_\_\_ during the currency of the contract and 6 months thereafter.
- ii. This bank guarantee shall be valid up to \_\_\_\_\_ and you have the right to encash this guarantee up to 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 us a written claim or demand on or before\_\_\_\_\_.
- iv. All claims under the guarantee will be payable at\_\_\_\_\_.
- v. The Bank Guarantee confirmation letter No.\_\_\_\_\_is an integral part of the BG No.\_\_\_\_\_dated\_\_\_\_\_.

For Bank name

Dated:

Place:

Witnesses:

**Appendix-1 of ANNEXURE: C**

**BG Verification through SFMS**

1. AAI has made arrangement for Verification of Bank Guarantee received by AAI from prospective successful bidder through Structured Financial Messaging System (SFMS) of ICICI bank. The prospective successful bidder may submit BG in accordance with bank details: -

<b>CORPORATE NAME</b>	<b>: AIRPORTS AUTHORITY OF INDIA</b>
<b>BANK NAME</b>	<b>: ICICI BANK</b>
<b>IFSC CODE</b>	<b>: ICIC0000007</b>
<b>BG ADVISING MESSAGE</b>	<b>: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)</b>
<b>UNIQUE IDENTIFIER CODE</b>	<b>: AAIVARANASI</b> (to be mentioned in field 7037 of the BG advising message code)

2. While submitting the documents to BG issuing bank, the bidder will also submit letter to the issuing bank as per the format mentioned in Appendix-2 of ANNEXURE: A.
3. While submitting the original BG document, the bidder shall attach copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

**Appendix-2 of ANNEXURE: C**

**Advisory: For Bidder and its BG issuing Bank Branch**

1. It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.
  - a). For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance)/IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
  - b). In the event of BG issuing/amending bank not sending the message IFN 760COV/IFN 767COV or **committing any error while capturing the details** at least in the below field, **BG confirmation through online portal would not be updated.**
2. Request you to notify your bank (BG issuing bank) to update below details at a time of submission of BG issuance/amendment request to their respective banks:

**BG advising message – IFN 760COV/IFN 767COV via SFMS**

**IFSC CODE: ICIC0000007**

**Corporate Name- Airport Authority of India**

**Field Number**

**7037**

**Particulars (to be mentioned in Row1)**

**AAIVARANASI**

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/IFN 767COV.

**Appendix-3 of ANNEXURE: C**

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted by applicant to BG issuing Bank>

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

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007)

Dear Sir/Madam,

I/We, \_\_\_\_\_, request you to include unique identifier **AAIVARANASI** in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007).

Thanking You,

\_\_\_\_\_

(Bidder)

**For Successful bidder only**

(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:

**TO BE SUBMITTED ON LETTER HEAD WITH TECHNICAL BID DULY SIGNED**  
**UNCONDITIONAL ACCEPTANCE LETTER**

To

The Airport Director  
Airports Authority of India,  
LBSI Airport, Varanasi.

Sir,

**ACCEPTANCE OF AAI'S QUOTATION CONDITIONS**

1. The quotation documents for the facility for \_\_\_\_\_ have been provided to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the quotation documents made available to me/us which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept(s) the quotation conditions of AAI's quotation documents in its entirety for the above facility.
3. The contents of **clause 4** of Notice Inviting Quotation of the quotation document have been noted wherein it is clarified that AAI reserves the right to reject the conditional quotations without assigning any reasons 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 will immediately report it to the Appropriate Authority in AAI'.

5. The earnest money deposit (EMD) of Rs. \_\_\_\_\_ for this facility is enclosed herewith vide DD No. \_\_\_\_\_ dt. \_\_\_\_\_

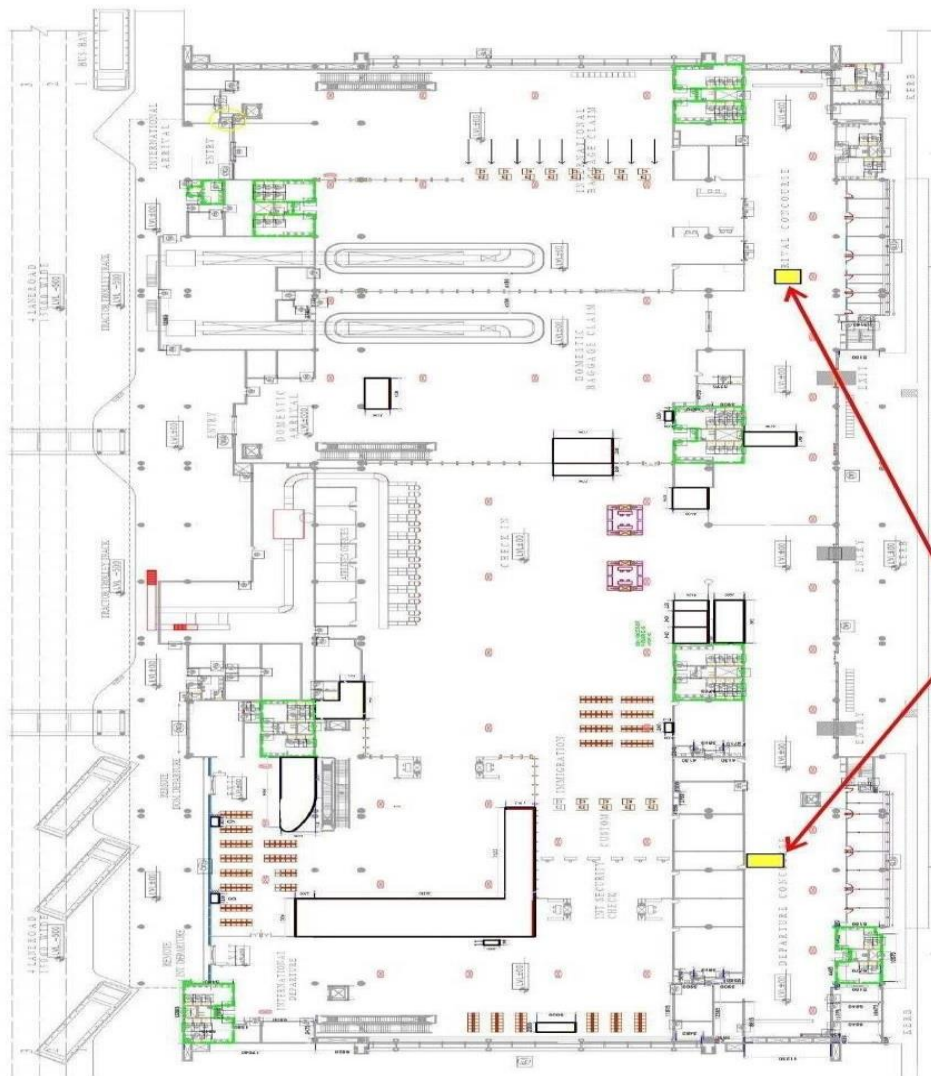
Yours faithfully,

[Signature of the Quotationer]  
With rubber stamp

Date:

# CONCESSION AREA LAYOUT

## CONCESSION AREA LAYOUT (TENTATIVE\*)



\* All Locations are tentative only and subject to change as per AAI requirements

Proposed outlet location (Tentative only)