



E-Tender

For

“Duty Paid Liquor Shop in Domestic Arrival Hall”

In

New Integrated Terminal Building

At

Lal Bahadur Shastri International Airport, Varanasi

Prepared by

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Airport Director



**E-Tendering for Duty Paid Liquor Shop in Domestic Arrival Hall  
at LBS International Airport, Varanasi**

**E-Tender No. 2018\_AAI\_ 8385 \_1**

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## Disclaimer

The information contained in this Notice inviting tender (**the “NIT”**) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided on the terms and conditions set out in this NIT and such other terms and conditions subject to which the information is provided.

This NIT is not an agreement and is neither an offer nor invitation by the Authority to prospective Bidders or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.

Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.

The Authority may at its absolute discretion, but without being under any obligation to do so, A update, amend or supplement the information, assessment or assumptions contained in this NIT.

The issue of this NIT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to the Authority or any of its respective officers, employees, advisors or agents.

Each Bidder's procurement of this NIT constitutes its agreement to and acceptance of the terms set forth in this Disclaimer. By acceptance of this NIT, the recipient agrees that this NIT and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

**AIRPORTS AUTHORITY OF INDIA  
LBSI AIRPORT, VARANASI**

On behalf of Chairman, Airports Authority of India, Varanasi invites tender [through e-tendering process] for grant of License for ***Duty Paid Liquor Shop in Domestic Arrival Hall at LBSI Airport, Varanasi*** for a period of **five years** with a **Minimum Reserve License Fee of Rs. 76,500/-** (Rupees Seventy Six Thousand only) plus minimum revenue of share of 5% fixed over and above MRLF/MMG **per month plus Utility Charges plus GST.**

**CRITICAL DATE SHEET:**

Published Date & Time	28.02.2018 / 18:00 HRS.
Bid Document Download/ Sale Start Date & Time	28.02.2018 / 18:00 HRS.
Bid Document Download/ Sale End Date & Time	26.03.2018 / 18:00 HRS.
Clarification Start Date & Time	28.02.2018 / 18:00 HRS.
Clarification End Date & Time	08.03.2018 / 18:00 HRS.
Bid Submission Start Date & Time	28.02.2018 / 18:00 HRS.
Bid Submission End Date & Time	26.03.2018 / 18:00 HRS.
Last Date & Time of Submission of Original Demand Draft (DD) against EMD and Tender Fee.	02.04.2018 / 18:00 HRS.
Bid Opening Date & Time (Cover)-I	03.04.2018 / 11:00 HRS.

(AAI may extend /modify this date at its Discretion)

For any further information contact us on 0542- 2622334.



**E-NOTICE INVITING TENDERS**

1. Tenders in the prescribed form are hereby invited for granting license for the following :-

Sl. No.	Name of facility and Location	Cost of Tender in INR	Period of License	Earnest Money Deposits	MRLF/MMG (per month)
1.	Duty Paid Liquor Shop in Domestic Arrival Hall	2000/-	05 (Five Years)	Rs. 92,000/- (Rupees Ninety One Thousand Only)	Rs. 76,500/- (Rupees Seventy Six Thousand Five Hundred Only) per month plus Utility Charges plus GST.

**Note :-**

- (i) Licensee has to pay Minimum revenue share of 5% fixed over and above Minimum Monthly Guarantee (MMG).
- (ii) Successful bidder shall pay minimum revenue share of 5% fixed over and above MMG/MRLF.
- (iii) Offer below MMG will not be considered for award.
- (iv) The successful tenderer is liable to pay over and above the quoted licence fee, all the applicable Taxes, Statutory levies, GST etc. applicable at the rates declared by Govt. of India/ State Govt. / Union territory / Local authorities from time to time.
- (v) **The agency who offer highest licence fee above MMG will be considered for grant of licence. However, the agency shall pay to AAI the highest quoted monthly licence fee plus a minimum revenue share of 5%.**
- (vi) **The quoted licence fee (MMG) is subject to annual compound escalation @ 10% every year. Licence fee for the fourth year will be subject to review during 3<sup>rd</sup> year, subject to minimum escalation of 10%.**

- (vii) Request for rebate for any kind including non operation of flights will not be considered.
- (viii) Gestation period of 60 days from the issue of the award letter or actual commencement of commercial operation whichever is earlier, will be permitted. For cases of all the contracts that have been extended or the contract is bagged by the same party and the subsequent award letter is ipso facto extension of the contract as far as the period is concerned, no gestation period will be granted.
- (ix) The gestation period will be counted from the date of issuance of letter of intent/award to the successful bidder. The licensee has to ensure all the compliances including security compliances from BCAS/other regulatory agencies, fabrication of shop etc. within the gestation period. Claim for additional gestation period or rebate on account of any noncompliance by the licensee within the gestation period shall not be entertained by AAI at any stage.
- (x) The successful tenderer shall be required to submit Security Programme (as per Format A& A-1 or as may be prescribed from to time in this regard available on BCAS website [www.bcasindia.nic.in](http://www.bcasindia.nic.in) and/or Clearance / Security programme approval, for operating the facility in Security Hold Area / other area immediately after issuance of award letter.

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

- (xi) Successful tenderer has to pay 10% of normal space rent as facilitation/ utility charges in addition to quoted licence fee. The present space rent is rupees 1685/ square meter per month for the air conditioned area and rupees 1140/ square meter per month for non air conditioned area, which is subject to annual escalation as per rate decided by Airports Authority of India.
- (xii) **The liquor shop should have a relevant license issued by a State Excise Department to operate a liquor store at the airport and they will be required to keep stock of liquor brands produced by multiple producers and will be mandated to keep at least 15 out of top 21 brands.**

2. The parties fulfilling the **Eligibility Criteria** as per NIT are eligible to participate in the tenders which are as follows :-

**Experience Criteria:**

**(i) The bidder should hold at least one valid license duly issued by excise department or any other agency duly authorized by any State of India and not necessarily the state where the concerned airport is located. This does not include license to operate a liquor bar or to sell liquor at hotels, restaurants etc.**

**(ii) The bidder should be either be operating a duty paid or duty free liquor shop inside a terminal building of an airport in India.**

**Or**

**They should be operating at least 3 liquor stores at shopping malls or as individual shops.**

**(iii) Minimum Turnover requirement will be 12 months worth of monthly earning potential for the Airports. Rs 9,18,000/- per annum.**

3. Commencement of the facility within 60 days (Gestation Period) from the date of award letter.

4. Only one tender document shall be sold to a single party either a firm or an individual :-

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) No party or legal entity is allowed to submit more than one tender.

c) 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 Laws hence difference in PAN Card will not entitle the firms having common partners to be treated as separate entity for the purpose of Commercial Contract in AAI.

(d) 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.

(e) 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 the proof of the relationship during the technical bid stage.

5. Any party either a firm or an individual falling under the following categories is not eligible :-

(a) Having undisputed dues (including interest on delayed payments) in respect of any of the International / Domestic airports / Civil Enclaves controlled by AAI exceeding one month's licence fee in each contract considered separately. Dues (undisputed) if exceeds available Security Deposit (for each contract considered separately.)

(b) De-barred/ Black Listed by Central Vigilance Commission, Central Bureau of Investigation and Airports Authority of India or undertaking/Departments like Railway, Defense or any other Department of Government of India, State Government or the CHQ/RHQ/Airports.

(d) Parties facing action under Public Premises Eviction (PPE) Act, A.A.I. Amendment Act 2003.

(e) Parties either an individual or a business establishment, who has been ordered by 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.

(f) Entity participating in any of the tenders is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner 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.

(g) "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."

- (h) A declaration on non-judicial stamp paper of Rs. 100/-, duly attested by Notary Public is to be submitted at the time of submission of Tender form. The declaration should contain all the above six items i.e. (a), (b), (c), (d), (e) & (f) in addition the declaration should contain the details of contracts at all airports of AAI which the applicant has/had any commercial contract.
6. Tender documents indicating full details of the license will be available at AAI website [www.etender.gov.in](http://www.etender.gov.in) or NIC CPP portal link provided at AAI e-portal URL address [www.aai.aero/public\\_notices/etaps.jsp](http://www.aai.aero/public_notices/etaps.jsp). Bidder(s) shall have to pay the tender document fees & EMD through Demand Draft (in Original) in favour of Airports Authority of India payable at Varanasi.
7. In case the information furnished by the tenderer is found to be incorrect/false at any stage, tender of such party is to be rejected by giving the reasons and EMD forfeited besides debarring the participation of such party in AAI's tender for a period of three years.
8. 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 tenders.
9. Tender documents duly completed in all respects containing Prequal/Technical Bid along with the Financial Bid (separately) be uploaded (in English only) at NIC CPP Portal on date as per critical date sheet. Each page of documents submitted in Prequal/Technical Bid should be **signed by the authorized representative of the tenderer**. The authorization (power of attorney) should be on non-judicial stamp paper of Rs.100/- duly attested by Notary public.
- (i) Tender fee (non refundable) and EMD **shall be accepted offline in the form of Demand Draft** in favour of Airports Authority of India, payable at Varanasi from Nationalized bank or any scheduled bank (But not from Co operative or Grameen Bank) The original Demand Drafts (DD) against Tender fee & EMD shall be submitted to Sr. Manager (Elect-Coml), AAI, L.B.S.I. Airport, Varanasi-221006 on or before the due date and time. The Bidders who did not submit the original demand drafts against tender fee & EMD by due date & time their tender application shall be summarily rejected. No other mode of Tender fee & EMD shall be acceptable.
- (ii) The Cover-I of the tenderers shall be opened on time as per critical date sheet.

Technical Bids shall be opened afterward.

(iii) Financial Bid of Technically Qualified Bidders only will be opened.

(iv) AAI reserves itself the right to extend the date of receiving/ opening of the bids.

10. AAI reserves to itself the right to reject the Conditional Tenders without assigning any reason thereto.
11. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
12. The successful tenderer must necessarily operate the contract for a minimum of 50% of the total period of contract, failing which; the licensee may be debarred from participating in any commercial tenders of AAI, for a minimum period of **1 (One) year**.
13. The successful tenderer shall ensure minimum two digital transaction arrangement and as per AAI guidelines.
14. It shall be the liability of the contractor to share invoicing details live with AAI.

**Airport Director  
LBSI Airport  
VARANASI**

## “E-Tendering guidelines to the bidders ”

1. E-Tendering Participation Requirements: Interested vendors willing to participate through e-tendering process are required to register themselves on this portal at [www.etender.gov.in](http://www.etender.gov.in) or NIC CPP Portal link provided at AAI e-portal URL address [www.aai.aero/public\\_notices/etaps.jsp](http://www.aai.aero/public_notices/etaps.jsp).
2. Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at “Bidders Manual Kit & Help for Contractors”, register themselves at NIC CPP e-tendering portal, obtain ‘User ID’ & ‘Password’ and go through the ‘Help for Contractors / Bidder’s Manual Kit’ available in the Home Page after log in to the NIC CPP portal [www.etenders.gov.in](http://www.etenders.gov.in). They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days time. The tenderer may also take guidance from AAI Help Desk Support.
3. User name and Password: The objective of obtaining system generated user identification (UID) followed by Password is essential for downloading of tender document. The tender document is uploaded by AAI using digital signatures. However, digital signature is not required for down loading of tender document. The portal can be viewed through guest user (id) for getting tender details & other information at portal.
4. For any technical assistance with regard to the functioning of the portal the bidders as well as AAI users may contact according to the escalation matrix as mentioned below :

Sl. no.	Timings Between (08:00- 19:00Hrs)		Help Desk Number	Escalation Matrix	E-mail address
#	From	Till			
1.	08:00 Hrs	19:00 Hrs	011-24626632  011-24632950, Ext-3512,  08510096161  08510096262  08510096363		<a href="mailto:e-sap1@aai.aero">e-sap1@aai.aero</a>
02	Mr. Mukesh Kumar, Manager (IT)		011-24632950 Ext-3505	After hours of 4 issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> or <a href="mailto:dkumar@aai.aero">dkumar@aai.aero</a>
03	Mr. Dharmendra Kumar, Dy. Ge. Manager (IT),		011-24632950 Ext-3505	After hours of 4 issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a>
04	Mr. A. K. Sharma, Jt. G.M. (IT),		011-24647596 09868572601	After hours of 12	<a href="mailto:aniruddhasharma@aai.aero">aniruddhasharma@aai.aero</a>
05	General Manager (IT)		100-24656414 09871555449	After hours of 24	<a href="mailto:dgmit@aai.aero">dgmit@aai.aero</a>

## GENERAL INFORMATION AND GUIDELINES

1. Tender documents are not transferable.
2. Tenderer(s) must use tender documents downloaded in his/ their name from AAI for which a serial number has been allotted from AAI website.

3. **Mode of Bid Submission:**

Bids shall be submitted online only at NIC CPP e-portal website: [www.etenders.gov.in](http://www.etenders.gov.in). Bidders / Contractors are advised to follow the instructions /guidelines provided at “Bidders Manual Kit” & “Help for Contractors” for online Bid Submission”. Further it may be noted that tenders which are duly submitted on e-tender portal (CPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and Help Files available in the NIC CPP e-portal. In case of any difficulty, bidders may contact the Help Desk numbers and email IDs provided in the CPP portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

It is Three Covers on-line bidding system. The following Three Covers shall be submitted through online at NIC CPP e-portal by the bidder. Last date and time of submission of bids is as per critical date sheet.

**Cover-I (Fee Cover): Containing scanned copy of DD against Tender Fee & EMD.**

Scanned copy of Demand Drafts against Tender Fee & EMD shall be uploaded in Cover-I (Fee Cover) on CPP portal.

Scanned copy of Demand Drafts shall match with hard copy of DDs sent by post/courier/in person failing which their tender application shall be summarily rejected. The original Demand Drafts (DD) against Tender fee & EMD shall be submitted to Sr. Manager (Elect-Coml), AAI, L.B.S.I. Airport, Varanasi-221006 by post/courier/in person on or before the due date and time. The Bidders who did not submit the original demand drafts against tender fee & EMD by due date & time their tender application shall be summarily rejected.

**Cover-II (PreQual / Technical Cover): Containing qualification requirements of Contractors/ Firms and scanned copy of Unconditional Acceptance Letter:-**

The tenderer shall submit their application by downloading the “e-Tender Notice /Tender Document” from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria

mentioned below in the “Cover-II (PreQual & Technical Cover)” on the CPP portal.  
Uploading of application in location other than specified above shall not be considered.  
Hard copy of application shall not be entertained.

**Prequel/Technical Bid** shall be opened after opening of cover-1 & shall contain scanned copies of basic documents to be uploaded specified as under:

**Qualifying requirements of Contractors / Firms:**

- a) Self attested Copy of valid license issued by State’s Excise department (or any other issuing authority) or operate liquor store. This does not include license to operate a liquor bar or to sell liquor at hotels, restaurants etc.
- b) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
- c) Self-attested copies of the PAN Card, Goods & Service 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.
- d) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Accounts / Balance Sheet in any of the last 3 financial years of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per companies Act.
- e) 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.
- f) No dues certificates from AAI as per Annexure - V. The respective month of submission of tender document vis-à-vis the corresponding quarter to be considered for outstanding dues Certificate are indicated in “NO DUES CERTIFICATE” chapter.
- g) Form of unconditional acceptance letter duly signed.

- h) A declaration on non-judicial stamp paper of Rs.100/- duly attested by Notary Public for the following.
- (i) Giving the particulars of all the contract undertaken by the party at different airport of Airports Authority of India.
- (ii) Their liability of payment of disputed/undisputed dues of AAI alongwith the details of Security Deposit and mode of Security Deposit.
- (iii) Whether debarred/blacklisted by CBI or AAI or undertakings/Depts. Like Railways, Defense, or any other department of Government of India, State Govt.
- (iv) Whether facing any action under PPE Act with AAI.
- (v) “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.”
- i) Experience documents **(as per para 2 of NIT)**.  
Minimum Turnover requirement of Rs. 9,18,000/- per annum.
- j) Duly filled signed scan copy of Annexure I, II, III & IV.
- k) The tenderer(s) shall give the list of his near relatives employed in AAI as per Annexure-II.
- l) Tender document containing Notice Inviting Tender, Special Terms & Conditions, General Information's & Guidelines, License Agreement, Schedule Of Premises, General Terms & Conditions, letter of understanding & form of Bank Guarantee, check list & Location Plan duly signed by the authorized representative. Authorization document on Rs.100/-non-judicial stamp paper.

**Note: One set of scanned copy of complete technical documentation comprising of documents as listed at clause (a to k) of the General Information and Guidelines shall be uploaded along with the Pequal/Technical Bid. In case tender uploaded by the tenderers is not accompanied by any of the documents stated above at Para 3 (a to k), such tender shall not be considered.**

**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.**

**Cover-III (Finance Cover): Containing the financial e-bid through CPP portal.**

All rates shall be quoted in the format uploaded in the CPP e-portal and no other format is acceptable. The tenderer shall upload the digitally signed **Price Schedule (.xls type file)**.

**Financial Bid** in respect of those firms who qualify technically should only be opened. **Offer of the license fee per month for the first year should be quoted as prescribed in web portal.** Beyond one year period of license, the amount of quoted license fee shall be compounded by 10% every year. GST shall be paid over & above License Fee.

Bidders may please note that the Schedule of facility is uploaded in the portal. The same Schedule of facility shall be downloaded, opened and be filled (**license fee per month**) in the blue colored editable (un-protected) cells only with their respective financial quotes /rates and other details (such as name of the bidder). No other cells should be changed. Once the details have been filled & completed, the bidder should save it and submit it online, without changing the filename. If the Schedule of Facility file is found to be modified by the bidder, the bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided/uploaded only and no other format is acceptable.

#### **4. Bids Opening Process is as below :-**

**Cover-I (Fee Cover):** Containing scanned copy of DD against EMD & Tender Fee (uploaded by the contractors / firms) shall be opened **on date as per Critical Date Sheet**. The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

**Cover-II (Prequal/Technical Cover):** Containing pre-qualification documents /certificates and scanned copy of duly signed Unconditional Acceptance Letter (uploaded by the contractors / firms) shall be opened **of those bidders only, who have uploaded the scanned copy (in Cover-I) & submitted the hard copy of original Demand Drafts for Tender Fee & EMD by due date & time.**

Tenderer who failed to upload the scanned copy of duly signed Un-conditional Acceptance Letter in Cover-I /Cover-II on the CPP e-tendering portal by due date & time of bid submission (or by extended date & time of bid submission, if any), his tender application will be summarily rejected. Hard copy of documents shall not be entertained.

The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

**Cover-III (Finance Cover): Containing the financial e-bid through CPP portal.**

The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened **(Depending on Prequal/Technical Bid evaluation, any changes in the date shall be intimated through /uploaded in CPP e-portal).**

- 5 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) No party or legal entity is allowed to submit more than one tender.
- c) 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 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.
- d) 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/ or before submission of Tender (applicable for Tender downloaded from website). Also it will be mandatory for them to submit the basis and proof of the relationship during the **Technical Bid** stage.
- e) 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.
- f) 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 Directors/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. Downloading of tender form will be stopped on due date and time as given in the tender notice.
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 three year, on account of non-completion of the following:
  - (a) Acceptance of the offer within 10 days from the date of issue of the award letter.
  - (b) Payment of advance license fee for one month within **15** days from the date of issue of the award letter.
  - (c) **(i)** Licensee shall deposit an amount equal to last 6 months of license fee as a **Security Deposit**. Payment of Security Deposit will be accepted only in the form of Demand Draft/ Pay order/ Bank Guarantee of a Nationalized/ Scheduled Bank in favour of Airport Director, Airports Authority of India, Varanasi, within **15** days from the date of issue of the award letter. Bank guarantee from the **Co-operative Bank** will not be accepted. The validity of Bank Guarantee should be more than 6 months from the contract period and **No Interest** is payable on **Security Deposit**.  
**(ii)** Payment of Security Deposit for Electricity/Water/Telephone etc. shall be Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
  - (d) Execution of the Agreement within **15** days; and
  - (e) Commencement of the facility as per **para 3 of NIT**.
8. Tender(s) will remain valid for a period of **180 days** from the date of opening of the **Prequal/Technical Bid**. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over. The tenderer(s) may extend the validity of their tender(s) with the consent of AAI.
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 a 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 of AAI for a period of 3 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 tenders.
- d) If the licensee does not operate the license up-to 50% of the contract period then the party is liable to be debarred for next one year.

12. Post bid and pre bid query shall be carried out through e-mode only.

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

- 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 will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra virus even 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 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 part, AAI on one part and the contractor on the other part can serve the notice for termination by giving 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 administrative time required for the approval will not be equal to the amount of six (06) months current licence fee if the termination occurs before the 50% period of the original contract. The period of six (06) months will be reduced to four (04) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period of normal termination the demurrage will be equivalent to three (03) months licence fee.

d) **Termination for regulators/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.

e) **Exponential penalty:** - Exponential penalty on licensee @ double the licence fee per month in the form of damage charge can be imposed on licensee unauthorized occupying the premises after expiry of contract period.

14. AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the 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, grand children, brothers, sisters, uncle, aunts, cousins and their corresponding in laws".*

## NO DUES CERTIFICATE

1. Existing/past concessionaires/licensees of AAI intending to participate in responses to RFQ/RFP/Tenders should have 'NIL' outstanding dues in respect of all the units of AAI (where the participating tenderer is operating concessions/licenses or had operated concessions/licenses) as on the scheduled date of submission of RFQ/RFP/Tenders documents. The respective month of submission of tender document vis-a-vis the corresponding quarter to be considered for Outstanding Dues Certificate are indicated below :-

<b>Sl. No.</b>	<b>Month of submission of RFQ/RFP/Tenders</b>	<b>Quarterly No Dues Certificate required to be submitted alongwith RFQ/RFP/Tenders</b>
1	April	For the October – December Quarter ending 31st December
2	May	For the January – March Quarter ending 31st March
3	June	For the January – March Quarter ending 31st March
4	July	For the January – March Quarter ending 31st March
5	August	For the April - June Quarter ending 30 <sup>th</sup> June
6	September	For the April - June Quarter ending 30 <sup>th</sup> June
7	October	For the April - June Quarter ending 30 <sup>th</sup> June
8	November	For the July – September Quarter ending 30 <sup>th</sup> September
9	December	For the July – September Quarter ending 30 <sup>th</sup> September
10	January	For the July – September Quarter ending 30 <sup>th</sup> September
11	February	For the October – December Quarter ending 31st December
12	March	For the October – December Quarter ending 31st December

In case, the license award date is shifted to next quarter, due to prolonged tendering process, the tenderers shall have to clear the dues correspondingly upto the preceding quarter before award of the license.

2. The said self-certified document indicating the reconciled statement of accounts for the respective quarter can be used by the tenderer as 'Outstanding Dues Certificate' for the particular airport in case the statement indicates 'Nil' dues payable to AAI and the same shall be acceptable as ODC in respect of the particular airport for the respective quarters to which the reconciled statement of accounts pertains to.

3. In case the quarterly re-conciliation statement indicates outstanding dues against a particular agency who intends to participate in the tender, the agency shall have to pay the said dues pertaining to the previous quarter and specifically apply for 'Nil' outstanding dues certificate(s) and specific ODC shall be issued to the particular agency indicating that they have cleared the outstanding dues pertaining to the previous quarter and have 'No Dues' payable to AAI.
  1. In case, the agency submits a proof of payment of outstanding dues at the time of tender submission alongwith outstanding dues statement, this would entitle the agency of meeting the requirement of having 'Nil' outstanding dues.
    - 1.1 Accordingly, at the time of submission of tenders, the bidders shall have the liberty to submit any one of the following documents to claim 'NIL' outstanding dues:

'NIL' outstanding dues certificate issued by AAI.

OR

Jointly reconciled quarterly statement of accounts uploaded on AAI website showing 'NIL' outstanding.

OR

Jointly reconciled quarterly statement of accounts uploaded on AAI website showing outstanding amount along with **proof of payment of such outstanding dues made by the bidder(s)**.
  2. During the intervening period i.e. after the submission of tender and before finalization of award, if any amount is found as outstanding against the H-1 emerged bidder, the bidder shall have to clear such dues (undisputed ones) before award of the license. For this purpose all the bidders shall have to submit an undertaking along with tenders as per formal attached herewith as **Annexure-IV** that in case the bidder emerges as H-1, it shall clear all such dues before the award of license.
  3. In addition to above duly validated ODC, the participating bidder has also to ensure that valid Security Deposit as per the terms & conditions of the existing license/concession is also available with AAI and is reflected in the ODC.
  4. A standardized Performa for issuance of ODC in respect of commercial concessions/licenses is enclosed as **Annexure-V**.
  5. A disputed amounts which are referred for Dispute Resolution/Arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license/concession) equivalent to 50% of the value of the disputed amount.
  6. In the event of specific Order/Judgment from a Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.
  7. The ODC will refer the application of the agency and will be addressed to the agency by AAI and should be duly signed/sent from the official e-mail of the authorized signatory of AAI who has been assigned the said task by the respective Airport Directors.

## LICENCE AGREEMENT

SUBJECT : License for operating Duty Paid Liquor Shop in Domestic Arrival Hall at LBS International Airport, Varanasi.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 and office at Varanasi Airport, Babatpur 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, Airports Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of \_\_\_\_\_ the \_\_\_\_\_ one \_\_\_\_\_ part, \_\_\_\_\_ and **M/s** \_\_\_\_\_ **represented by** \_\_\_\_\_ of the other part, hereinafter called the 'Licencee' (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 LBSI Airport, Babatpur, Varanasi for the purpose of **Duty Paid Liquor Shop in Domestic Arrival Hall at LBSI Airport, Varanasi** 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 licence.

NOW, THEREFORE, this indenture witnesseth :

1. That the licence for the said facility shall be valid for the period of **05 (Five) Years** from \_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier on account of following :
  - (a) By giving **120 (One Hundred Twenty)** days notice in writing from either side 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 **Monthly L. Fee** on or before the 10<sup>th</sup> day of English Calendar month.

<b>Years</b>	<b>Amount of Monthly L. Fee</b>
1 <sup>st</sup> Year	Rs. _____
2 <sup>nd</sup> Year	Rs. _____
3 <sup>rd</sup> Year	Rs. _____
4 <sup>th</sup> Year	Rs. _____
5 <sup>th</sup> Year	Rs. _____

3. In addition to the said monthly L. Fee, the licensee shall pay monthly charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. That the Licensee shall pay all rates assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
5. That the Licensee shall make payment of monthly L. Fee etc. either by RTGS/NEFT or demand drafts in favor of **Airports Authority of India payable at Varanasi.**

6. In the event of outstanding dues exceeds one month, the Authority may without prejudice to other rights and remedies be entitled to charge penal interest @ 12% annum on delayed payment for the first month and thereafter @ 18% per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of two (2) months, the contract shall be terminated and the dues along with penal interest shall be adjusted from the Security Deposit without grant of any extension whatsoever.

7. (i) That the licensee shall deposit a sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) **an amount equal to Six (06) months Licence Fee of Last year as Security Deposit in the form of Pay Order/Demand Draft/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airports Authority of India.** 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 even he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the licence the Authority shall return the Security Deposit or part thereof which has not been forfeit as aforesaid, to him, without interest.

(ii) The Licensee shall deposit the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Security Deposit in form of Demand Draft/Pay Order in favour of Airports Authority of India payable at Varanasi which will be conveyed in the award letter towards electricity charges etc.

**Goods & Service Tax is liable to be paid by licensee as per prevailing rate by Govt. of India from time to time.**

8. That the Licensee shall equip himself with necessary permits, licences and such other permissions from the competent authority as may be required under the law in force at any time with regard to the operation of the subject licence.

9. That the Licensee shall maintain such regular and proper account books along with supporting documents regarding sales affected by the license 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 prescribed. Licensee shall be liable to share invoicing details live with AAI.
10. That the Licensee shall have no objection to the Authority for granting any other licence for similar Facility at the airport premises where the Licensee is rendering such services.
11. 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. Electrical point upto shop shall be provided by AAI. Internal Electrical shall be extended by the party.
12. All the times during the currency of the licence agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
13. That licensee shall operate the subject facility by 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.
14. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this licence. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the licence fee on that score.
15. The licensee shall ensure that the Duty Paid Liquor Shop in Domestic Arrival Hall is made available to cover the scheduled flight, delayed flight & as directed by Airport Director.

16. 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.
17. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
18. The Licensee 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 licence can be terminated by Authority by giving 120 days notice in writing without assigning any reason thereto.

Either party, AAI on one part or the contractor on the other part can serve the notice for termination by giving the requisite notice period. 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 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 06 (Six) months current license fee if the termination occurs before the 50% period of the original contract. The period of six months will be reduced to 04 (four) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceed 75% period and the period remaining is more than the required the notice period for normal termination the demurrage will be equivalent to 03 (three) months license fee. The notice period should be also a part of contract period for the purpose of calculation of demurrage charges.

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

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 will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires 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 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 part, AAI on one part and the contractor on the other part can serve the notice for termination by giving 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 administrative time required for the approval will not be equal to the amount of six (06) months current licence fee if the termination occurs before the 50% period of the original contract. The period of six (06) months will be reduced to four (04) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period of normal termination the demurrage will be equivalent to three (03) months licence fee.

d) **Termination for regulators/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.

e) **Exponential penalty:-** Exponential penalty on licensee @ double the licence fee per month in the form of damage charge can be imposed on licensee unauthorizedly occupying the premises after expiry of contract period.

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. The Authority and the Licensee further agree that they are bound by the NIT, General Information & Guidelines & General Terms & Conditions found in Annexure 'X' annexed hereto and Terms and conditions of the offer letter for award of the contract.

SIGNED BY SHRI \_\_\_\_\_, AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA, VARANASI AIRPORT, FOR AND ON BEHALF OF THE AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF :

WITNESS :

1.

2.

SIGNED BY SHRI \_\_\_\_\_ FOR AND ON BEHALF OF M/S \_\_\_\_\_ IN THE PRESENCE OF :

WITNESS :

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

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

## SCHEDULE OF PREMISES

<b>Space measuring for Duty Paid Liquor Shop</b>	<b>33.6 sqr mtrs in Domestic Arrival Hall Ground Floor</b>
<b>Location</b>	<b>Domestic Arrival Hall Ground Floor [Inside Terminal Building at LBSI Airport, Varanasi (as per enclosed map)]</b>
<b>Purpose</b>	<b>For Operation of Duty Paid Liquor Shop in Domestic Arrival Hall</b>



## SPECIAL GUIDELINES

1. Prospective bidders are requested to visit the site to assess the feasibility of business and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at a later stage.
  
4. The liquor shop should have a relevant license issued by a State Excise Department to operate a liquor store at the airport and they will be required to keep stock of liquor brands produced by multiple producers and will be mandated to keep at least 15 out of top 21 brands.
  
5. Shop front shall have similar design for all concessionaires and that will be approved by Airport Director. Contractor should display his name/firms name on Area which shall be got approved by Airport Director. All hoarding and shops front must get designed in relation to neighboring shops/hoardings and must be submitted for approval to competent authority. All Commercial shops should follow the standard drawing to maintain visual harmony.
  
6. Bare space shall be made available to the licensee. Agency has to make arrangement accordingly.
  
7. No permission will be granted to remove the structure/fixture which will damage or change the structure/status of place unworkable.
  
8. PIC will be issued as per guidelines of BCAS and on payment of applicable charges.
  
9. Licensee shall be responsible for all safety & security of his premises. Authority shall not be responsible for any claim for users/employee etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claims if any.
  
10. (i) No alteration and addition are to be made in the premises without prior and written permission of the Authority.  
(ii) The licensee shall not modify/alter any permanent electrical facilities/fittings in Premises.

11. The agency shall keep the premises clean and tidy condition and open to inspection to the satisfaction of Airport Director or his representative. Party shall abide by all other statutory and government regulation.
12. The Airport Director shall terminate the agreement with the concessionaire who is found violating the above instructions and jeopardizing security.
13. Prior approval of AAI is required to be obtained for any structure to be erected.
14. Tariffs Rates: Intention of AAI is to provide quality services at the 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 prominently displayed in the premises for Customers. Packaged items should not be sold above the printed Market Retail Price.
15. (AAI) Authority shall not be responsible for any legal cases that arise due to health hazard/service 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.
16. The licensee shall comply with all applicable laws, ordinance, Rules & Regulations prescribed in Contract Labour Act 1970, EPF Act 1952, ESI Act 1948; Payment of Wages Act 1936, and Minimum Wages Act 1948 and Workman Compensation Act 1923 in respect of this contract and shall pay at his own cost all charges in connection therewith.
17. The above guidelines form part of the agreement.
18. This Tender is only for Duty Paid liquor shop and not for retail shop or Snack Bar/food.

SINGNATURE OF LICENSEE

## 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 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 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 who should invariable acknowledge the notice.

The period of notice given under this Agreement will count from the date of delivery (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 charges.
5. (a) The Licensee shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence or any part thereof.  
  
(b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.

6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and 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 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 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 Incharge shall have powers to get the premises cleaned at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs.500/- per day for each default up to 07 days and thereafter Rs.1000/- 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:
  - i. The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments, and implements etc. used by the Licensee.
  - ii. All the instructions given by the Airport Health Officer/Medical Officer of AAI or 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.

- iii. 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.
  - iv. The Licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
  - v. 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.
  - vi. 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 (i) to (v), 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 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 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 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.CO<sub>2</sub> 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 premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
  - (c) Licence 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 being 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 fire extinguisher as provided in the terminal/licensed premises.

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 insurancecompany 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 complains 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 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 price charged are unreasonable or exorbitant and there upon the Licensee shall sale only at the price so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the 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 & conditions as may be fixed by the said Publications Division or said Tourist Department.
19. The Licensee shall not stock, sell, display, exhibit, for sale any books, magazines, newspapers or periodicals, statutes, 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 either in the Airport or in any airline, the Licensee is unable to function or his business is effected, 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 visitors entry at the Airport and due to natural calamities and due to declaration of the closure of the airlines operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the 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 & 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 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 alongwith furniture, fittings, equipments 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 and risk of the Licensee and demand payment of such removal, if such payments is not made within 10 days, Authority shall be at liberty to dispose off the goods/materials of the licensee by Public Action to recovered the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
26. The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/land/garden/tank/premises to or in favour of the licensee but shall be construed to be only as a licence in terms & conditions herein contained.

27. The Authority, its servant and agents shall at all times have the absolute right of entry into the said premises.
28. The provision of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed thereunder which are now in force or which may be hereafter come into force shall be applicable for all matters provided in the said Act.
29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed thereunder which are now enforced or which may hereafter come into force are applicable) shall, in the first instance, shall be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process shall 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 to be open to question in any court of Law, on this account.
30. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/district where the airport is located.

(SIGNATURE OF LICENSEE)

## FORM OF BANK GUARANTEE

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

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

\_\_\_\_\_ (hereinafter referred to as "the licensee") of the other part, the Authority has granted to the Licensee the licence for operating the "**Duty Paid Liquor Shop in Domestic Arrival Hall at LBSI Airport, Varanasi**" and the Licence Fee and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Licence Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, \_\_\_\_\_ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the licence fee and royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and /or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms and conditions of the said Licence Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees \_\_\_\_\_ / USD \_\_\_\_\_) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court/ Tribunal/any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Licence Agreement without any consent or knowledge of the licensee.

3. We shall not be discharged or released from the aforesaid undertaking and Guarantee by any variation(s) or any of the terms & conditions of the said Licence Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Licence Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our Successors and assignee(s) and shall not be discharged or affected by any change in the constitution of \_\_\_\_\_  
\_\_\_\_\_ or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till \_\_\_\_\_ and you have the right to encash this Guarantee up to \_\_\_\_\_ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

I. Our liability under this Guarantee shall be limited to a sum of \_\_\_\_\_  
\_\_\_\_\_ during the currency of the contract and Six (06) months thereafter.

II. This bank guarantee shall be valid up to \_\_\_\_\_ and You have the right to encash this guarantee up to 180 (One Hundred Eighty) 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 \_\_\_\_\_.

**{Letter of understanding from the Depositor to Bank to be submitted along with Bank Guarantee to Airports Authority of India}**

The Branch Manager,  
\_\_\_\_\_ Bank,  
\_\_\_\_\_

Subject :- My/Our Bank Guarantee bearing No. \_\_\_\_\_  
dated for Rs. \_\_\_\_\_ issued in favour of Airports Authority of India  
A/c\_\_\_\_\_.

Sir,

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

I hereby authorize the Airport Authority of India 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 :

**ACCEPTANCE LETTER**  
**(TO BE SUBMITTED IN Cover-II)**  
**REFER Clause 10 of Notice Inviting Tender**

To  
The Airport Director,  
AAI, L.B.S. I. Airport,  
Varanasi

**ACCEPTANCE OF AAI's TENDER CONDITIONS**

Sir,

1. The tender documents for the facility “**Duty Paid Liquor Shop in Domestic Arrival Hall at LBSI Airport, Varanasi**” 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 10 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 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 Scanned copy of the required earnest money for this facility is enclosed herewith.

Yours faithfully,

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

(Signature of the tenderer)

With rubber-stamp



**AIRPORTS AUTHORITY OF INDIA**  
**LBSI AIRPORT, VARANASI- 221006**  
FAX : 0542-2622155; PHONE: 0542-2622334

VNS/Coml- /2018/

Date :

To

Subject :- Offer for award of Licence for “Duty Paid Liquor Shop in Domestic Arrival Hall at L.B.S.I. Airport, Varanasi.

Dear Sir,

Please refer to your tender dated \_\_\_\_\_ regarding aforesaid license.

In this regard it is intimated to you that your offer of **Rs.** \_\_\_\_\_/-plus Utility Charges plus GST per month for \_\_\_\_\_ in Terminal Building is accepted by the competent authority at the following terms & conditions :-

1. The period of license is for **05 (Five) Years** from the date of commencement of the facility.
  - (i) Payment of License fee of **Rs.** \_\_\_\_\_/-plus GST at the rate(s) notified from time to time per month with annual escalation at the rate compounded by 10%. In case any other tax is levied the same will be payable by the party.
  - (ii) All charges towards consumption of electricity and water as may be notified by the Authority and at the rate(s) notified from time to time.

In the event of outstanding dues exceeds one month, the Authority may without prejudice to other rights and remedies be entitled to charge penal interest @ 12% annum on delayed payment for the first month and thereafter @ 18% per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of two (2) months, the contract shall be terminated and the dues alongwith penal interest shall be adjusted from the Security Deposit without grant of any extension whatsoever.

2. You are to make the payment in advance of Rs. \_\_\_\_\_/- **plus Utility Charges plus GST @ 18% Rs. \_\_\_\_\_/- i.e. Total Rs. \_\_\_\_\_/- (Total \_\_\_\_\_ only) as one month license fee and is payable in the form of Demand Draft/Bankers Cheque/RTGS in the name of Airports Authority of India payable at Varanasi within 15 days from the date of issue of award letter. For subsequent month the amount is payable within 10<sup>th</sup> day of every month. Payment through RTGS is also acceptable within stipulated date referred above.**

3. (i) That the licensee shall deposit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) **an amount equal to Six (06) months Licence Fee of Last Year in the form of** Pay Order/Demand Draft/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, Varanasi Airport. 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 even he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the licence the Authority shall return the Security Deposit or part thereof which has not been forfeit as aforesaid, to him, without interest.

(ii) The Licensee shall deposit the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Security Deposit in form of Demand Draft/Pay Order in favour of Airports Authority of India payable at Varanasi which will be conveyed in the award letter towards electricity charges etc.

Goods and Service tax is liable to be paid by licensee as per prevailing rate by Govt. of India from time to time.

[Note :-

- (1) No interest is payable on Security Deposit. In case of Bank Guarantee the same should be valid for a period of 6 months from the expiry of contract.
- (2) Following are the details of Bank for e-payment to AAI :-

<b>Bank</b>	:	<b>State Bank of India</b>
<b>Branch</b>	:	<b>Air Cargo Complex, Babatpur</b>
<b>IFSC Code</b>	:	<b>SBIN0002512</b>
<b>Beneficiary Name</b>	:	<b>Airports Authority of India, Varanasi Airport</b>
<b>A/C No.</b>	:	<b>30141204943</b>

- (3) E-mail id where the bills may be forwarded may be specified.]
4. You are to execute the License agreement on a Non-judicial Stamp paper of value of Rs. 100/- within 15 days from the date of award letter.
  5. You are to provide sufficient Manpower with a proper Uniform displaying their name.
  6. The license for the said facility will be terminated by giving 120 days notice in writing from either side without assigning any reason. The license may be terminated by AAI on a short notice on account of unsatisfactory performance.
  7. If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particulars 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 charge can be imposed on licensees unauthorizedly occupying the premises after expiry of contract period in addition and without prejudice to other recourses.

8. Commencement of the facility within **60 days** (Gestation Period) from the date of award letter.
9. You are liable to obtain proper Insurance coverage for the properties/goods to be stored or used in the licensed premises.
10. The meter for electricity to be installed by licensee shall first be submitted to Engineering(Electrical) along with the calibration/test report of the manufacturer of the meter. If meter will be calibrated by AAI Rs. 50/- will be charge for single phase and Rs. 100/- for three phase
11. The licensees utilize electricity for the interior decoration/furnishing of their allotted space prior to installation of meters. A lump sum charge of Rs. 1000/- is proposed for this purpose where licensee had undertaken such activities.
12. Unauthorized tapping of electricity from the outlets provided at the terminal building and elsewhere will be disconnected upon noticing it and for such unauthorized electricity use, it is proposed to implement a fine of Rs. 500/- (per instance) on the agency concerned.

13. That the Licensee undertake to pay the full amount of license fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.
14. You are required to comply security/safety, healthy & hygienic requirement etc.
15. You have to file the security program on the prescribed format with BCAS and Airport Director for approval from BCAS.
16. This award letter including of all other tender document, letters shall be a part of agreement.

Party should convey the acceptance along with copy of signed Award Letter (signed by the Licensee) within 10 days of issue of the award letter, failing which the EMD deposited by the licensee will be forfeited and Party will be debarred for 03 years for participating in AAI tender.

Yours faithfully,

Sr. Manager (Elect-Commercial)  
for Airport Director

Copy to :- The Regional Executive Director, Northern Region, AAI, Operational Offices Complex, Gurgaon Road, Rangpuri, New Delhi [Kind Attn : Jt. General Manager, (Coml)]

Sr. Manager (Elect-Commercial)  
For Airport Director

Internal :- Dy. General Manager (Elect)/Dy. General Manager (Fin)/Astt. G. M. (Civil)/Asstt. G. M. (Security)/Sr. Mgr. (ATM)

(Signature of the Licensee with Seal)

**AIRPORTS AUTHORITY OF INDIA**  
**FIRE EXTINGUISHER CLAUSE**

1. The licensee hereby undertakes not use Gas heating / naked lights, in the terminal building, other than inside 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 or other hazardous chemical 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 conditions 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 equipments.
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 recommendations made by inspection office 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 premise.

Signature of the Licensee with Seal: \_\_\_\_\_

\_\_\_\_\_

Signature of Airport Director with Seal: \_\_\_\_\_

\_\_\_\_\_

## ADDITIONAL FIRE CLAUSE

1. The licensee shall not use electrical heater, toaster, electric kettle and other allied electrical appliances in the premises.
2. The licensee shall not use naked light of any kind in the premises.
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 Director.
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 Director.
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 allottee, without specific approval from Airport Director.
10. Internal partition/any modification 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 building.
14. Two 09 liters. Capacity water type extinguishers and one 2.5 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 Airport Director for carrying out construction or any modification.
18. Storing of liquid fuel of any type is strictly prohibited.

(SIGNATURE OF LICENSEE)

**THIS FORM TO BE FILLED BY THE TENDERER AND SCANNED AND SHALL  
BE UPLOADED WITH THE DOCUMENTS OF TECHNICAL E-BID**

Details of licence, if any, held at any Airport/Office under the control of AAI in his own name or in name of spouse, children, parents, grand children, brothers, sisters or any other near relative or in the name of his firm(s).

(a) Nature of licence(s) : \_\_\_\_\_

(b) Contract(s) held : \_\_\_\_\_

(c) Place of licence(s) : \_\_\_\_\_

(d) Period of licence(s) : \_\_\_\_\_

Contract(s) : \_\_\_\_\_

(e) Clearance certificate from the Airport Director/Station-in-charge in respect of no dues to be attached.

(f) Name and address of spouse/legal heirs of the tenderer(s)

SIGNATURE OF TENDERER

Note :-

1. In case of NIL report the Performa must be filled with NIL report and submitted duly signed.
2. The additional sheet may be added if the above space is found inadequate.

**THIS FORM TO BE FILLED BY THE TENDERER**  
**AND SHALL BE UPLOADED WITH TECHNICAL E-BID DOCUMENTS**

**LIST OF NEAR RELATIVES EMPLOYED IN AAI & SHALL BE SUBMITTED WITH TECHNICAL E-BID**

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

**SIGNAUTE OF TENDERER**

**Note :-**

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

**FOR SPEEDY REFUND OF EMD FOLLOWING IS REQUIRED FROM THE  
PARTICIPATING AGENCIES/BIDDERS  
BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER**

<b>Sl. 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 Bank	
4	Address of the Bank	
5	Bank Account No.	
6	Bank MICR Code	
7	IFSC Code of the Bank	
8	Type of the Bank Account	

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

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

\_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Contact No. \_\_\_\_\_

Place :

Date :

(To be submitted by the bidder on letter head of the company alongwith tender application)

**UNDERTAKING**

I/We ..... (name of the authorized signatory), the  
..... designation/capacity) of  
.....  
(name and address of the company) do hereby undertake that in case our  
company/consortium emerges as H-1 bidder in the present tender process and any dues  
are found outstanding against he above named company and/or its subsidiary/associate  
company(ies) ..... (name of the  
subsidiary/associate company) which are not under any dispute, my/our company shall  
clear all such dues before award of the license.

Signature :- .....

Name :- .....

Designation/Capacity :- .....

Address :- .....

.....

.....

Contact No. ....

**FORMAT OF OUTSTANDING DUES CERTIFICATE**

1. Name of Concession/License :
2. Agreement NO. & Date (if applicable) :
3. Date of Commencement :
4. Date of Completion/Termination :
5. Amount of Outstanding Dues :  
(Disputed and un-disputed amounts to be shown separately)

Item	Disputed Amount (in Rupees)	Un-disputed Amount (in Rupees)	Remarks
License/Concession Fee			
Space Rent			
Utility Charges			
Interest			
Any other item			
<b>Total</b>			

6. Amount of SD available with validity period :

Sl. No.	Nature of Security Deposit held by AAI	Amount (in Rupees)	Valid upto	Form of S.D. i.e. BG or Cash
01.	Security Deposit held by AAI in accordance with the Contract Terms			
02.	Security Deposit held by AAI against Disputed Dues referred to Conciliation/ Arbitration			
04.	Any other Security Deposit held by AAI			
	<b>Total</b>			

7. Details of any arbitration/litigation/court cases etc. :

Signature of Authorized Signatory

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Airport : \_\_\_\_\_

**Special Terms and Conditions for Licence for OPERATION OF RETAIL LIQUOR SHOPS (DUTY PAID)**

The selected party should complete these jobs in order to continue with the contract. The scope of the contract will be:-

- a) Consumption of liquor will not be permitted within the shop premises.
- b) Any display/branding/promotional advertisement outside the allotted premises needs to be approved by the competent authority.
- c) The vendor will maintain good look and feel of the shop with appropriate lighting, display, etc.
- d) The vendor will stock liquor brands produced by at least 2 big liquor producers.
- e) The proposer shall at all time stock at least 15 of the top 21 international liquor brands. The complete list is provided below.
- f) The vendor will maintain fresh odor, and cleanliness in the shops.

**Complete list of Liquor brands mandated (at least 15 out of 21 to be carried)-**

1.	Smirnoff	-	Vodka
2.	Bacardi	-	Rum
3.	Johnnie Walker	-	Whisky
4.	Absolut	-	Vodka
5.	Jack Daniel's	-	Whisky
6.	Captain Morgan	-	Rum
7.	Jagermesiter	-	Bitter
8.	Baileys	-	Liquor
9.	Ballantines	-	Whisky
10.	Jim Beam	-	Whisky
11.	Chivas Regal	-	Whisky
12.	Grant's	-	Whisky
13..	Hennessy	-	Cognac
14.	Grey Goose	-	Vodka
15.	Jameson	-	Whisky
16.	Blenders pride	-	Whisky
17.	Dewars	-	Whisky
18.	Bombay	-	Gin
19.	Ketel One	-	Vodka
20.	Teachers	-	Whisky
21.	Old Monk	-	Rum

## CHECK LIST

### (TO BE FILLED AND ATTACHED ALONG WITH THE COVER-I

S.N.	Particulars of documents	Whether submitted	If submitted, Page Nos
1	Scan Copy of Demand Draft for Tender Fee		
2	Scan Copy of Demand Draft for EMD		

Note: The original Demand Drafts (DD) against Tender fee & EMD shall be submitted to Sr. Manager (Elect-Coml), AAI, L.B.S.I. Airport, Varanasi-221006 on or before the due date and time. The Bidders who did not submitted the original demand drafts against tender fee & EMD by due date & time their tender application shall be summarily rejected.

### (TO BE FILLED AND ATTACHED ALONG WITH THE PREQUALIFICATION/ TECHNICAL BID) COVER-II

S.N.	Particulars of documents	Whether submitted	If submitted, Page nos
1	Legal status (sole proprietor, partnership firm or a company under the Companies Act).		
2	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.		
3	Self attested copies of the PAN card, Goods & Service Tax registration.		
4	Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a Company as per the companies Act, for the last three financial years.		
5	Experience documents (as per para 2 of NIT)		
6	Minimum Turnover as per e-NIT.		
7	(a) No dues certificates from AAI. (b) Declaration giving the details of outstanding dues (disputed /undisputed) settled or pending for payment as ordered by the court of law. <b>(Nil</b>		

	<b>statement to also be submitted)</b>		
8	Form of unconditional acceptance duly signed, Annexure-V.		
9	A declaration on non-judicial stamp paper of Rs.100/- duly attested by Notary Public for the following.		
(i)	Giving the particular of the contract undertaken by the party at different airport of airports authority of India.		
(ii)	Their liability of payment of disputed/undisputed dues of AAI alongwith the details of Security Deposit and mode of Security Deposit.		
(iii)	Whether debarred/blacklisted by CBI or AAI or undertakings/Depts. Like Railways, Defense, or any other department of Government of India, State Govt.;		
(iv)	Whether facing any action under PPE Act with AAI.		
(v)	“No raid/seizure/search 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 of against our/its associates or against any of the directors/managers/employees.”		
10	Scanned copy of Annexure-I, II, III and IV.		
11	Complete Tender document. Authorization document on Rs.100/- non-judicial stamp paper.		

(Bidder's Name & Signature)\_\_\_\_\_

Email Address \_\_\_\_\_

Contact No. \_\_\_\_\_