



**TENDER FOR NON-BRANDED TEA, COFFEE, PASTRY, EATERIES,  
FOOD AND BEVERAGES ETC SHOP [INSIDE TB (CHECK-IN-AREA)]**

**AT**

**J.P.N.I. AIRPORT, PATNA**



# AIRPORTS AUTHORITY OF INDIA

## J.P.N.I. AIRPORT, PATNA.

COST: Rs.1000/-.  
(Inclusive of all taxes-non refundable)

**TITLE: TENDER FOR NON-BRANDED TEA, COFFEE, PASTRY, EATERIES, FOOD AND BEVERAGES ETC SHOP (CHECK-IN- AREA AT JPNI AIRPORT, PATNA)**

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Airport Director, Patna.



**AIRPORTS AUTHORITY OF INDIA**  
**O/O THE AIRPORT DIRECTOR, J.P.N.I. AIRPORT PATNA**  
**NOTICE INVITING TENDERS**

1. Tender in the prescribed form duly sealed is hereby invited for granting licence for the following facilities at JPNI Airport, Patna.

Sl. No.	Name of facility with its location.	Earnest Money Deposit. (Rs.)	Minimum Reserve Licence fee per month.Rs	Period of contract
I.	Non-branded tea, coffee, pastry, eateries, Food and Beverages etc shop (check-in-area__at JPNI Airport, Patna. Area:- 9.30 Sqm. (10 feet x 10 feet)	33,600/-	28000/- + other applicable charges.	05 years.

**Note:**

- a) Offer below **MRLF** will not be considered for award
  - b) The quoted licence fee against MRLF shall be subject to annual compound escalation @ 10% and revision in licence fee will be subject to review (upward) after 03 (three) years.
  - c) In case of any increase in the area for the said licence, the licence fee shall be enhanced on pro-rata basis.
  - d) The successful bidder is liable to pay all Govt. Taxes including Service Tax applicable at the rates declared by Govt. of India/State Govt./Union Territory from time to time.
  - e) Gestation period of 60(sixty) days or actual commencement of business operation whichever is earlier, will be permitted. The billing will be stated from the date of above.
2. The parties fulfilling the following criteria are eligible to participate in the tender:
- a) The party should have minimum of 03 year experience in operating such/similar shops in a city mall, rail stations, terminus, ferry/ship terminal, bus terminus in mall cum parking lots of railways stations or bus terminus. The experience from private parties shall be supported by TDS certificate.
  - b) No Dues Certificate from AAI Establishment, if applicable.
  - c) Affidavit declaring Assets & Liabilities.
  - d) Partnership Deed in case of Partnership Firm duly registered with Registrar of Firm.

Contd.2/-

3. Experience of parent company flowing to subsidiary companies can be considered subject to the parent company holding a minimum of 51% equity in the subsidiary. However, the concerned party shall be required to submit the supporting documents in respect of the experience claimed like transfer of business from holding company to the subsidiary company viz. the MOU/ Financial Statement/Balance Sheet etc.

N.B.: - Experience during the last **10 (ten)** years from the date of publication of the NIT in case of tender for a period of **05** years shall be taken in to consideration for issue of tender form.

4. **Only one tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.**

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

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- a) De-barred/Black Listed by C.B.I., Central Vigilance Commission (CVC) or A.A.I. or undertakings/Departments like Railway, Defence or any other Department of Government of India/State Government.
- (b) Having outstanding dues in respect of any of the International/ Domestic Airports/Civil Enclaves controlled by AAI in Eastern Region except where the dues pertain equivalent to current months' licence fee.
- (c) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the tender.
- (d) Parties facing action under P.P.E Act with A.A.I.

6. A declaration has to be given on a non-judicial Stamp Paper of **Rs. 100 (One Hundred)** duly attested by Notary Public indicating the following details while submitting the tender documents in **Envelop "A"**:

- (i) the details of there contract at all the Airports of AAI as a whole;
- (ii) the liability of payment of disputed / undisputed dues of AAI;

(iii) whether debarred/black listed by CBI or AAI or undertakings / Deptts. Like Railways, Defence, or any other departments of Govt. of India, State Govt.

(iv) whether facing any action under PPE Act.

7. Tender documents including full details of the licence are available on non-refundable payment of **Rs. 1000/- [Rs.1250/- if sent by Speed Post]** on any working day between **10.00 hours to 14.30 hours** from **11.11.2014 to 03.12.2014** the address O/O the Airport Director, Airports Authority of India, JPNI Airport, Patna. (Commercial Section). Due to any postal delay in receipt of tender forms this office shall not be responsible if sent by post.

8. Tender documents duly completed in all respects should reach either by registered post or by persons at the above address on or before 03.12.2014 up to **15.00 hours. Positively**

The Technical Bids of the tenderers shall be opened on 03.12.2014 hours **15.30** in the presence of the interested tenderers or their authorized representatives. The date of opening of the Financial Bids shall be intimated separately in due course.

9. The Licensee has to vacate the premises even before expiry of the contractual period if required by AAI for modification of Airport/terminal building for which AAI shall not be bound to provide any alternate site/arrangement.

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 tender documents can also be downloaded from AAI's Website www.airportsindia.org.in/www.aai.aero or contact on telephone no. 0612-2228172 and Tenders made on such a form shall be considered valid for participation in the tender process. Parties shall pay the prescribed cost of tender document by draft/cash on or before the last date of submission of tender documents.**

Sd/-  
AIRPORT DIRECTOR, PATNA.

## GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. **‘Technical Bid’ must be sealed in Envelope ‘A’ and ‘Financial Bid’ in Envelope ‘B’ and both the Envelopes are to be sealed in ‘Master Envelope’.**
3. Envelope ‘A’, which shall be opened first, shall contain the basic documents specified as under :
  - (a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
  - (b) Self attested copies of the PAN card, Sales tax registration certificate (VAT in States it has become applicable), 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.
  - (c) Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a Company as per the companies Act, for the financial year 2012-13 & 2013-14.
  - (d) Self attested copies of Memorandum and Articles of Association in case of companies and partnership deed in case of firm and approved by laws in case of Co-operative Societies.
  - (e) Earnest Money Deposit of Rs. **33,600/-** should be in the form of Bank Demand Draft/Pay Order in favour of Airports Authority of India payable at Varanasi.
  - (f) No dues certificates from AAI upto November -2014.
  - (g) Form of Unconditional Acceptance duly signed (enclosed alongwith tender documents).
  - (h) A declaration on non-judicial stamp paper of Rs.100 duly attested by Notary Public for the following.
    - (i) Giving the particulars of contracts undertaken by the party at different station of AAI. The details of blacklisting or debarring effected by AAI, or any Government of India Department, any Central or State Public Sector undertakings (Nil statement to also be filed).
    - (ii) Declaration of cases/action under PPE Act initiated by AAI (Nil statement to also be filed).
    - (iii) Declaration giving the details of outstanding dues (disputed and undisputed).
- (i) Experience Criteria- as per above specification

### **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.**

Contd...P/2.

#### 4. Envelope B (Financial Bid)

- a) The envelope B should contain only the financial bid in the approved form.
- b) The amount of licence fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
- c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

Tenderer(s) should clearly indicate the name & address of their Firm/Company/Individual, as the case may be, on Envelop "A", Envelop "B" and Master Envelop should clearly indicate the "Non-branded tea, coffee, pastry, eateries, Food and Beverages etc shop (check-in- area\_at JPNI Airport, Patna)".

5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of One year, on account of non-completion of the following :
  - (a) Acceptance of the offer within 10 days from the date of the Intent/Award Letter
  - (b) Payment of advance licence fee for one month within 15 days from the date of the Intent /Award letter.
  - (c) (i) Payment of Security Deposit equal to **04 (four)** months of Licence Fee (03<sup>rd</sup> year licence fee) in the form of Pay Order/Demand Draft/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, JPNI AIRPORT PATNA Within 15 days from the date of the Intent /Award letter. The Bank Guarantee should be valid up to three (03) months from the date of completion of the licence.
    - (ii) The Licensee shall deposit the amount of Security Deposit against Electricity in form of Demand Draft/Pay Order in favour of Airports Authority of India payable at Patna which will be conveyed in the Intent /Award letter towards electricity/water/telephone charges etc.

**Service tax, utility/facilitation charges is liable to be paid by licensee as per prevailing rate or as decided by Govt. of India/AAI from time to time.**

- (d) Execution of the Agreement within 15 days from the date of Intent /Award letter, on judicial stamp paper of Rs.1000/-
- (e) Commencement of the facility within **60 days** (Gestation Period) from the date of award letter.

Tender(s) will remain valid for a period of **180 days** from the date of opening of the Technical Bid in Envelope 'A'. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of AAI.

8. The tenderer(s) shall give the list of his near relatives employed in AAI.
9. The successful bidder shall intimate the names of the persons employed by him or going to be employed, who are near relatives \* of AAI employees.
10. Any breach of the conditions at Sl. No. 7, 8 & 9 as above by the successful tenderer(s) would render him/them liable to be removed from AAI as a licensee/contractor and shall be debarred from issuing tender papers for the commercial contracts for a period of 2 (Two) years.
11. Either party, AAI on one part and 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 exceeds 75% period and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 03 (three) months license fee.
12. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).
13. AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
14. 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."*

**AIRPORT AUTHORITY OF INDIA  
FORM OF TENDER.**

1. Tender for : Non-branded tea, coffee, pastry, eateries, Food and Beverages shop etc
  2. Location. : Inside TB(Check-in-Area at JPNI Airport, Patna.  
**(area: 09.30 Sqm. appx).**  
(10 feet x 10 feet) (approx.)
  3. Period of licence : **05 (Five years).**
  4. Minimum reserved Licence fee (per month) : **RS. 28000/- pm + other applicable charges/taxes**
  5. Earnest Money Deposit. : **Rs. 33,600/-**
  6. Name and address of the Tenderer (in block letters) : \_\_\_\_\_  
\_\_\_\_\_
  7. Status of the tenderer (Proprietorship/Partnership/ Limited Company) : \_\_\_\_\_
  8. Name of Proprietor/Partner/ Managing Director as the Case may be, to be indicated. : \_\_\_\_\_
  9. Offer of the Licence fee **per month** for first year. Beyond one year period of licence, the amount of quoted **Licence fee shall be compounded by 10% every year.** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  10. Permanent Account No **(PAN)** issued by Income Tax Deptt. : -----
11. I/We have carefully read and understood the terms and conditions of the licence as contained in Tender Documents issued by the Airports Authority of India (AAI) including the following:

(a) Earnest Money Deposit of **Rs.33,600/-** is liable to be forfeited by AAI, if on award of licence, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within the prescribed time.

(b) On account of non-acceptance of award or on account of non-completion of tender conditions within the prescribed time. I/We shall be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of three years.

(c) In case the documents submitted by my/our firm along with tender are found inadequate / false / incorrect the tender of my/our firm will be liable to be rejected **by giving reasons**. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further tender of AAI.

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

13. The AAI does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the service at the rate quoted.

Signature of the tenderer \_\_\_\_\_

Name \_\_\_\_\_

Status \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Tel No. (Office) \_\_\_\_\_

Residence \_\_\_\_\_

Witness: -

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

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

## LICENCE AGREEMENT

**Subject:** Non-branded tea, coffee, pastry, eateries, Food and Beverages shop etc (inside TB-Check-in-Area) at JPNI Airport, Patna.

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand nine between the Airports Authority of India, a body corporate constituted by 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 JPNI Airport, Patna represented by 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 \_\_\_\_\_ represented by \_\_\_\_\_ of the other part, hereinafter called the 'Licensee' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to grant licence at its JPNI Airport, Patna for the purpose of **Non-branded tea, coffee, pastry, eateries, Food and Beverages shop etc [inside TB-Check-in-Area]** so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

**WHEREAS** the Licensee is desirous to render the services to the Authority on the terms & 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 un-satisfactory performance.

2. That in consideration, Licensee shall pay the Authority every month in advance by way of licence fee on or before 10<sup>th</sup> day of English calendar month as under:

Contd-P/2.

<u>Period of Licence</u>	<u>Amount (monthly Licence fee)</u>
First Year (w.e.f..... to .....)	Rs..... Rupees _____
Second Year (w.e.f..... to .....)	Rs..... Rupees _____
Third Year (w.e.f..... to .....)	Rs..... Rupees _____
Fourth Year <b><u>to be re-viewed on or before completion of third year licence period</u></b> (w.e.f..... to .....)	Rs..... Rupees _____
Fifth Year (w.e.f..... to .....)	Rs..... Rupees _____

3. That in addition to the above said licence fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rates(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 liable on the Licensee in 'Law's.

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

6. That in the event of failure to pay the licence fee and other charges by due dates, simple interest @ 12% per annum be payable on all delayed payments without prejudice to the Authority's other rights and remedies.

7. That the licence shall deposit a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) i.e. **an amount equal to 04 (four) months of third year's licence fee as Security Deposit** plus 4 months electricity Bill for previous months as Security Deposit in the form of Bank Draft/ Bank Fixed Deposit Receipts (FDR)/Rolling Bank Guarantee from a Nationalised/Scheduled Bank in favour of Airport Director, JPNI Airport, Patna.

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 the Security Deposit or any part thereof. In such an even he shall pay in the same manner as stated above 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 forfeited as aforesaid to him, without interest.

8. The licensee is to pay charges on account of electrical consumption on lights, fans & other electrical fittings/appliances at the commercial rate. Water charges are also to be paid by licensee.

9. The licensee shall not permit any of his servant or the manger to supply intoxicating drinks of any descriptions in the said premises until the same is specifically allowed by the competent authority in conjunction with law the land.

10 (a) The licensee shall provide and maintain all necessary furnishing, furniture, other arrangements etc. in the premises at his own cost.

(b) The licensee shall maintain at his own cost such number and type of lights, Fluorescent tube, as already provided in the said area or may be considered essential by the Authority and ordered in writing to do so.

(c) All internal partitioning and decoration will be the responsibility of the licence. Water/Electricity/Power/Drainage/Telephone connection will be provided to the appropriate services ducts but any extension from such ducts and all charges and rental payable for the consumption and use of such amenities and service will be at the cost of the licensee. The fittings and furnishing which the licence intends to incorporate in the premises shall be got approved before handover from the authority and they shall be of the standard specification and scale approved the authority. All structure, facilities incorporated by the licensee in the premises and any other adoption, even removal from the premises shall be considered the property of AAI and the licensee shall not be entitled to any compensation at any time including at the time of termination of this licence. Show case, gas cabinet and furniture which are not affixed to the premises are exempted and these may be removed by the licensee.

11. That the licensee shall equipped himself with necessary permits, licensee and such other permissions as may be required under the law in force at any time with regard to the operation of the subject licence.

12. That the licence shall maintain such regular and proper account books alongwith other supporting documents regarding sales affected by the Licensee in the said premises and said accounts/documents shall all the times kept open for inspection by Authority in such manner as may be prescribed. The licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe.

13. 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.

14. 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.

15. 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.

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

17. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give him an alternative 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.

18. 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, for the Authority and the staff of various Airlines using the Airport and for no other purpose.

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

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20. The Licensee shall not terminate the licence before the expiry of the period of the licence 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 the Authority by giving 180 days notice in writing without assigning any reason thereto.

21. 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.

22. The licensee shall ensure that the "Non-branded tea, coffee, pastry, eateries, Food and Beverages shop etc" Service is made available to cover the scheduled flights, Delayed Flight and whenever directed by Airport Director.

23. The successful tenderer(s) must necessarily operate the contract for minimum 50% of the total period of the contract failing which the licensee may be debarred from participating in any tender in AAI for a minimum period of **two** years.

24. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions found in Annexure 'X' annexed hereto.

25. In addition to Licence fee /contract value licensee is liable to pay necessary **service tax** subject to the notifications of Finance Act 1994 and as amended by Act no 21 of 2006 and service tax (Determination of value) Rules 2006 and all amendments, clarifications etc. issued by Director General of Service tax, Govt. of India, will be applicable.

26. The licensee(s) undertake to pay the full of the licence fee / dues regularly as per the award / agreement and perform all the covenants of the agreement even he / they have requested for appointment of arbitrator and / or during the course of arbitral proceedings.

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

Airport Director

WITNESS:

- 1.
- 2.

SIGNED BY SHRI \_\_\_\_\_  
IN THE PRESENCE OF:

**Licensee**

- 1.
- 2.

## SCHEDULE OF PREMISES.

1. Space measuring. : **09.30 Sqm. appx.** (Open Space)  
(10 feet x 10 fee) (Approx.)  
(Actual measurement will be taken after Commencement of the facility & that will be the actual occupancy of space & licence fee will be revised on pro-rata basis)
2. Location. : Inside TB (Check-in-Area)
3. Purpose. : **For Establishment of "Non-branded tea, coffee, pastry, eateries, Food and Beverages shop etc". Bear open space (inside terminal building-check-in-area, A/c) will be provided only. Establishment, Fabrication etc of the Counter will be the responsibility of the licence concern at its own cost. On expiry/termination of the contract the counter will became property of AAI, Patna.**

(SIGNATURE OF LICENSEE)

**(TO BE SUBMITTED IN Envelope 'A')**  
**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.
  - I 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 notice to be given on behalf of the Authority and all other actions to be taken on behalf of the authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and 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 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.

Contd-P/2.

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 Director shall have powers to get the premises cleaned at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs. 100/- per day for each default upped 7 days and thereafter Rs. 200/- 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 any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by them and his agent and servants.
- 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 on 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 insanitary 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 of 2.5 kg.CO2 fire extinguisher in the licensed premises at his cost before commencement of business.

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

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

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

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

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

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

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

16. In the case of such breach of the terms of this licence as minor offences and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee upto 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.

17. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.

18. 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 sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.

19. 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.

20. The Licensee shall not stock, sell, display, exhibit, for sale any books, magazine, newspaper 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.

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

22. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss, which the Licensee may suffer in such an event. However, rebate in the 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 airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.

23. 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 for Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission the sale of additional item.

24. 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.

25. The Authority do not recognize any Association of the Trades 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.

26. 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 at the cost & risk of the licensee and demand payment for such removal. If such payment is not made within ten days authority shall be at liberty to dispose off the goods/materials of the licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.

27. The Licence herewith granted shall not be considered in any way 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.

28. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.

29. The provision of the public premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.

30. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of unauthorized Occupants] Act and the rules framed there under which are now enforce or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points cleared spelt out. In case dispute is not resolved within 45 days a reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/Member of the Authority, subject to the conditions:-

a) That the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

b) Similarly, before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

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

31. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitrator & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative.

It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the **appointment** of the Arbitrator will not be challenged or be open to question in any court of Law, on this account.

32. 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.
33. Licensee shall pay all rates, assessments, outgoing & other taxes (Inclusive of Service tax which is **12.36%** at present), whatsoever in respect of the premises leased to them. Violation of the provision of laws as well as terms & Conditions of lease will be tantamount to the breach of contract which may invite legal action against the licensee. The licensee shall also furnish their **Service Tax registration Number**.
34. The licensee shall carry out the business for the purpose for which license has been granted. If doing some other business, the license fee will be double from the date of actual commencement of facility.
35. **There will be no revision of licence fee in respect of contractors, whose period is 03 years or less than 03 years except annual escalation, In respect of contractors whose period is more than 03 years, the revision in licence fee will be subject to review after 03 years. However in case of shifting of space from old building to new building, rates applicable to new building will be levied after gestation period, if any.**
36. The license fee will be escalated on pro-rata basis, if space is occupied more than the actual allotment.
37. All the above terms & conditions will form part & parcel of the Notice Inviting Tenders (NIT).

(SIGNATURE OF LICENSEE)

**(TO BE SUBMITTED IN Envelope 'A')**

**1. Exit Clause, Dispute Resolution, Arbitration & Litigation**

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. Bear space will be provided only.

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

c) Termination for convenience. Either party AAI on one part or the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority, similarly the notice given by the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.

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

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

(Signature of Licensee)

(DUPLICATE COPY TO BE SUBMITTED IN Envelope 'A')

**ACCEPTANCE LETTER  
(TO BE SUBMITTED IN Envelope 'A')  
REFER Clause 8 of Notice Inviting Tender**

To

The Airport Director,  
AAI, J P N I Airport,  
Patna-14

**ACCEPTANCE OF AAI's TENDER CONDITIONS**

Sir,

1. The tender documents for the facility (Name) Non-branded tea, coffee, pastry, eateries, Food and Beverages etc shop, **Inside TB(Check-in-Area), at JPNI Airport, Patna** 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 8 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 required earnest money for this facility is enclosed herewith.

Yours faithfully,

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

(Signature of the tenderer)

With rubber-stamp

## **FORM OF BANK GUARANTEE**

(To be executed on Non-Judicial Stamp Paper of Rs.1000/- 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 Non-branded tea, coffee, pastry, eateries, Food and Beverages etc shop **inside TB(Check-in-Area), at JPNI Airport, Patna**” 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 upto \_\_\_\_\_ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- I. Our liability under this Guarantee shall be limited to a sum of \_\_\_\_\_ during the currency of the contract and Six (06) months thereafter.
- II. This bank guarantee shall be valid upto \_\_\_\_\_ and you have the right to encash this guarantee upto 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-Successful bidder}**

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 en-cash/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 :

**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 oil 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

Contd.2/-

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 allot-ee, 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. Allot-ee shall get his personnel trained in use of fire extinguisher.
13. Allot-ee 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 4.5 kgs. CO2 extinguishers shall be installed.

Condt.2/-

15. Battery operated emergency light shall be provided in shops.
16. Telephone Numbers of fire control room shall be displayed.
17. NOC shall be obtained by the allottee from city fire service for carrying out any modification.
18. Storing of liquid fuel of any type is strictly prohibited.

(SIGNATURE OF LICENSEE)

## **AIRPORTS AUTHORITY OF INDIA**

**O/O THE AIRPORT DIRECTOR,  
J.P.N.I. AIRPORT, PATNA.**

TENDER DOCUMENT NO.....

### **Specimen copy of envelope "A" .**

**TENDER FOR NON-BRANDED TEA, COFFEE, PASTRY, EATERIES, FOOD AND BEVERAGES ETC SHOP (INSIDE TB (CHECK-IN-AREA) AT JPNI AIRPORT, PATNA.**

#### **ENVELOPE- "A".**

TO,  
THE AIRPORT DIRECTOR,  
AIRPORTS AUTHORITY OF INDIA,

**AIRPORTS AUTHORITY OF INDIA**

**O/O THE AIRPORT DIRECTOR,  
J.P.N.I. AIRPORT, PATNA.**

TENDER DOCUMENT NO.....

Specimen copy of envelope "B" .

**TENDER FOR NON-BRANDED TEA, COFFEE, PASTRY, EATERIES, FOOD AND BEVERAGES ETC SHOP (INSIDE TB (CHECK-IN-AREA) AT JPNI AIRPORT, PATNA.**

**ENVELOPE- "B".**

TO,  
THE AIRPORT DIRECTOR,  
AIRPORTS AUTHORITY OF INDIA,

**AIRPORTS AUTHORITY OF INDIA**

**O/O THE AIRPORT DIRECTOR,  
J.P.N.I. AIRPORT, PATNA.**

TENDER DOCUMENT NO.....

**Specimen copy of "Master Envelope".**

**TENDER FOR NON-BRANDED TEA, COFFEE, PASTRY, EATERIES, FOOD AND BEVERAGES ETC SHOP (INSIDE TB (CHECK-IN-AREA) AT JPNI AIRPORT, PATNA.**

**Master Envelop.**

TO,  
THE AIRPORT DIRECTOR,  
AIRPORTS AUTHORITY OF INDIA,  
J.P.N.I. AIRPORT, PATNA-800 014.

FROM:.....