



**E-Tender for “ Branded Snack Bar” Facility**  
**in International Terminal(T-2)**  
**at S.V.P. International Airport, Ahmedabad**

**COST OF TENDER DOCUMENTS - (Non-Refundable)**

**Rs.2,000/- (Rupees Two Thousand only) inclusive of all taxes**

E-Bid No: 2018\_AAI\_11574

<b>Sr. No.</b>	<b>Particulars</b>	<b>Page No.</b>	<b>No. of Sheets</b>
1)	Index	1	1
2)	Notice Inviting Tenders	2-4	3
3)	Guidelines to bidders for participation in e-tender <a href="#">ANNEXURE - X</a>	5-6	3
4)	General Information & Guidelines	7-9	3
5)	<a href="#">ANNEXURE - I &amp; II</a>	10-11	2
6)	Outstanding dues statement <a href="#">ANNEXURE - III</a>	12	2
7)	Licence Agreement <a href="#">ANNEXURE - IV</a>	13-16	5
8)	Schedule of Premises <a href="#">ANNEXURE -VIII</a>	17	1
9)	General Terms & Conditions, <a href="#">ANNEXURE - V</a>	18-22	5
10)	Special Terms and Conditions, <a href="#">ANNEXURE - VI</a>	23	1
11)	Letter for Acceptance of AAI's Tender Conditions <a href="#">ANNEXURE - VII</a>	24	1
12)	Form of Bank Guarantee <a href="#">ANNEXURE - IX</a>	25-27	3
13)	Site Plan of Proposal	28	1

*This Documents Contains 28 number of pages numbered serially from 1 to 28.*

## NOTICE INVITING E-TENDERS

- 1) E-Tenders in the prescribed form are hereby invited for granting licence for the following:

Name of facility with its location	Earnest Money Deposit	Minimum Reserve Licence Fee Per Month
“Branded Snack Bar “ Facility Location-International Terminal, Check - in - area : 10 Sqm. (Approx.)	Rs.90,000/- (Rupees Ninety Thousand only)	Rs.74,800/- (Rupees Seventy Four Thousand Eight Hundred only) per month plus applicable taxes.

Note:-

- (i) Offers below MRLF will not be considered for award.
  - (ii) The Quoted license fee against MRLF shall be subject to annual compounded escalation @10% every year or at the rate as decided by AAI from time to time.
  - (iii) In case of any increase in the area for “Branded Snack Bar” counter the licence fee shall be enhanced on pro-rata basis.
  - (iv) The successful tenderer is liable to pay all Govt. Taxes including GST (presently @18%) applicable at the rates declared by Govt. of India / State Govt. / Union territory from time to time.
  - (v) Gestation period of sixty (30) days from the date of issue of award letter or actual commencement of commercial operation whichever is earlier, will be permitted.
2. The period of license shall be for **One (1) year** and extendable by another year or till the finalization of O&M process of Ahmedabad Airport, whichever is earlier.
3. The parties fulfilling the following criteria are eligible to participate in the tender:
- a) The parties having experience in same type of business during the last 3 years are eligible for participation.  
OR
  - b) Branded food-chain having minimum of 10 outlets in Indian with 3 years' experience. If the original branded food-chain company of foreign origin has Indian management/Franchise tie-up or running them under their own name under an Indian company are also eligible.  
OR
  - c) Food retail-chain company running food courts/stalls in Mall or Airports or bus terminus, ferry terminus etc. and with 3 years' experience having multiple brand products can also participate provided they have 10 such outlets in India.

### ***Explanations:***

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

4. Only one e-tender document shall be sold / downloaded to / by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
5. Any party either a firm or an individual falling under the following categories is not eligible:
  - a) *De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defence, or any other Department of Govt. of India, State Govt. Dept. etc. A declaration to this effect is to be scanned and uploaded on AAI's e-portal by the party with e-tender documents.*
  - b) *Parties facing action under PPE Act, with AAI. A declaration to this effect is to be scanned and uploaded on AAI's e - portal by the party with e - tender documents.*
  - 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. A declaration to this effect is to be scanned and uploaded on AAI's e - portal by the party with e- tender documents.*
6. E-Tender documents indicating full details of the licence can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at [www.etenders.gov.in](http://www.etenders.gov.in) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at [www.etenders.gov.in](http://www.etenders.gov.in) The bids shall not be accepted in any other form. The e-tendering process is online at NIC CPPP E-Tendering Portal at [www.etenders.gov.in](http://www.etenders.gov.in) Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at [www.etenders.gov.in](http://www.etenders.gov.in) mentioned above. Clarification needed, if any may be sent through NIC CPPP E-Tendering Portal only.

Cost of e-tender fee (Non-Refundable) amounting to **Rs.2,000/- (Rupees Two Thousand Only)** will be required to be paid offline in the form of Demand Draft in favour of "Airports Authority of India", payable at Ahmedabad. The original Demand Draft against Tender processing fee should reach by post/ courier/In person to the concerned officer as specified in the Critical Data Sheet. The details of Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

*The proof/ documents towards making such payment through demand draft mode may please be attached as part of technical bids / documents to be submitted by the bidder(s).*

7. **Critical Dates:** Details of critical dates of this e - tender are as follows:

S. No.	Activity	Date		Time in IST
		From	To	
1	Download of tender document from e-tender portal	09.06.2018	28.06.2018	Upto 1500 Hrs.
2	Last date and time of offline submission of original Demand Draft against EMD and Tender Processing Fee as per NIT.	27.06.2018		By 1500 Hrs.

<b>3</b>	Online submission of bids (Technical as well as financial) on e-tender portal	<b>28.06.2018</b>	By 1500 Hrs.
<b>4</b>	Opening of Technical Bids	<b>29.06.2018</b>	At 1530 Hrs.
<b>5</b>	Opening of Financial Bids	Date and time of opening of financial bids shall be intimated separately/subsequently only to the technically qualified bidders.	

8. Clarification needed if any may be sent through e-tendering portal only.
9. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
10. 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).
11. 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 to participate in Airports Authority of India tenders.

AIRPORT DIRECTOR  
SVPI AIRPORT, AHMEDABAD

“E-Tendering guidelines to the bidders ”

CPPP under GePNIC, Help desk services

1. For any technical related queries please call the helpdesk. The 24 X 7 help desk number 0120-4200462, 0120-4001002  
*Note- Bidders are requested to kindly mention the URL of the portal and tender ID in the subject while emailing any issue along with contact details.*
2. For any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority.  
Tel: 0120-4200462, 0120-4001002  
Mobile: 918826246593  
E-Mail : [support-eproc@nic.in](mailto:support-eproc@nic.in)
3. For any policy related matter / clarifications please contact department of expenditure, ministry of finance.  
E - Mail : [cphp-doe@nic.in](mailto:cphp-doe@nic.in)
4. For any issues / clarifications relating to publishing and submission of AAI tender(s):-
  - (a) In order to facilitate the vendors/bidders as well as internal users from AAI , help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days ( except Sunday and Gazetted holiday ) between 0800-2000 hours and shall assist users on issues related to the use of central public procurement portal (CPPP).
  - (b) Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to bidders” and get their computer system configured according the recommended settings as specified in the portal at “systems settings for CPPP”.
5. In case of any issues faced, the escalation matrix is as mentioned below:-

Sl	Support persons	Escalation matrix	E-mail Address	Contact nos.	Timings *
1.	Help desk team	Instant support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	011-24632950, Ext. 3512 (six lines)	0800-2000 hours (Mon-Sat)
2.	Jr.Exe. (IT)	After 04 hrs of issue	<a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	011- 24632950, Ext. 3505	0930-1800 hours ( Mon-Fri)
3.	Assistant GM (IT)	After 12 hrs	<a href="mailto:snita@aai.aero">snita@aai.aero</a>	011-24632950, Ext. 3523	0930-1800 hours (Mon-Fri)
4.	Joint General Manager (IT)	After 12 hrs	<a href="mailto:ykkaushik@aai.aero">ykkaushik@aai.aero</a>	011- 24651507	0930-1800 hours (Mon-Fri)
5.	General Manager (IT)	After 03 days	<a href="mailto:gmitqh@aai.aero">gmitqh@aai.aero</a>	011- 24657900	0930-1800 hours (Mon-Fri)

\*The help desk services shall remain closed on all govt. gazetted holidays.

6. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. For queries related to the tenders published on the portal , bidders are advised to contact concerned bid manager of AAI.

## GENERAL INFORMATION / GUIDELINES

1. E-Tender documents are not transferable.
2. E-Technical Bid and E- Financial Bid Documents shall be scanned and uploaded on AAI's e portal while participating in the e-tender.
3. E-Technical bid documents uploaded on AAI's e-portal shall be opened first, shall contain the basic documents specified as under: (Scanned copies of all the following documents are to be uploaded on AAI's e-portal as E-Technical Bid.)
  - 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 and GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission of declaration will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.*
  - c) *Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.*
  - d) *Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.*
  - e) **Earnest Money Deposit:** Earnest Money Deposit (EMD) of Rs. 90,000/-(Rupees Ninety Thousand only) will be required to be paid offline in the form of Demand Draft in favour of "Airports Authority of India", payable at Ahmedabad. The original Demand Draft against EMD should reach by post/ courier/In person to the concerned officer as specified in the Critical Date Sheet. The details of Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

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

### **Refund of EMD:**

EMD of unsuccessful bidders shall be refunded

### f) **No dues certificate.**

#### *(i) Self-declaration of dues.*

*The party should submit the details of contracts held (current and past) at all AAI controlled airports and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit. (as per Annexure-I / III)*

#### *(ii) No dues certificate from AAI.*

*The party should also enclose the no dues certificate issued by AAI in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be*

*attested by the party at the time of tender submission (as per Annexure-III)*

- g) Form of unconditional acceptance duly signed.*
- h) Copies of documents in support or applicability of Eligibility conditions.*
- i) Copies of registered trademark / registered franchisee of any brand as its “Brand” of product manufactured by a particular company under a particular name or a distinguishing symbol, mark, logo, name, word, sentence or a combination of these items that companies use to distinguish their product from others in the market and for legal protection.*
- j) The following declaration is required to be submitted on Rs.100 Judicially Stamp Paper :*
  - (i) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of blacklisting or debarring affected by AAI, or any Government of India department, any Central or State public sector undertakings. (In case of NIL statement the same is to be uploaded on AAI’s E – portal).*
  - (ii) Declaration of cases / action under PPE Act initiated by AAI. (In case of NIL statement, the same is to be uploaded on AAI’s E-portal).*
  - (iii) Declaration giving the details of outstanding dues (disputed and undisputed).*
  - (iv) Declaration about the authorized person to sign the tender documents.*
- k) Annexure – I & II duly filled.*

**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 e- financial bid.

- 4. **Financial E-Bid:** The Financial E-bid should contain only the financial bid in the approved form.
- 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.
- 6. In case of partnership firm, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contracts in AAI.
- 7. 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.
- 8. In case a Foreign Company and its wholly owned Indian subsidiary (WOS) Company are participating in the same tender then a disclosure to be made during the application stage. Also it will be mandatory for the then to submit the basis and proof of the relationship during the technical bid stage.
- 9. Tenderer(s) should clearly indicate the name & address of their Firm / Company / Individual, as the case may be, on both the Envelopes and should clearly indicate the name of facility for which tender(s) have been invited.(This clause will not be applicable for E-Tender).
- 10. 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 (3) year, on account of non-completion of the following:

- (a) Acceptance of the offer within 10 days from the date of issue of award letter.
  - (b) Payment of one month advance license fee within 15 days from the date of issue of award.
  - (c) Payment of Security Deposit equal to four (4) months license fee in the form of Demand Draft / Pay order / Bank Guarantee of a Nationalized / Scheduled Bank in favour of Airports Authority of India, payable at AHMEDABAD within 15 days from the date of the award letter addressed to party for the licence, and
  - (d) Payment of Security deposit equal to **Rs.1,00,000.00** for electricity / water / telephone etc
  - (d) Execution of agreement before commencement of the contract.
  - (e) Commencement of the facility within 60 days from the date of issue of award letter, including gestation period.
  - (f) The successful tenderer shall carryout their business in the allotted Area only after they submit their Security clearance from BCAS. Immediately on receipt of award letter, they shall take action to obtain the clearance as per the guidelines laid down by BCAS. The Licensee shall be responsible for completing this clearance within the prescribed commencement period of licence. (BCAS web site [www.bcasindia.nic.in](http://www.bcasindia.nic.in) and [www.bcasindia.gov.in](http://www.bcasindia.gov.in))
11. Tender(s) will remain valid for a period of 180 days from the date of opening of the Technical E-bid. If any tenderer withdraw during the validity period, his "Earnest Money Deposit" will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of AAI.
  12. The tenderer(s) shall give the list of his near relatives employed in AAI.
  13. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives\* of AAI employees.
  14. Any breach of the conditions stated above by the successful tenderer(s) would be render him / them liable to be removed from AAI as a licensee / contractor and shall be debarred from participating in tender process for the commercial contract for a period of one year.
  15. If at any stage, AAI finds that the party had submitted any false/ wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for one year for participation in AAI tenders.
  16. If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for next one year.
  17. All the above guidelines will form part & parcel of the Notice inviting Tender (NIT).
  18. AAI reserves itself the right to extend the date of receiving / opening of the bids as well as to extend the validity of the tender.
  19. AAI reserves right to reject any or all tender(s) in part or in full without assigning any reason.

**\*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".

**ANNEXURE - I**

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

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.

e) 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.

**ANNEXURE - II**

**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

<b>S.No.</b>	<b>Name</b>	<b>Designation</b>	<b>Relationship with tenderer (s)</b>	<b>Place of Posting</b>

**SIGNATURE 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 Authorised Signatory may be attached.

“Outstanding Dues Certificate”

1	Name of Concession/License				
2	Agreement Dated:				
3	Date of Commencement				
4	Date of Completion/Termination				
5	Amount of Outstanding dues (Disputes and un-disputed amounts to be shown separately)				
6	No.	Nature of Dues	Disputed Amount (Rs.)	Un-disputed Amount (Rs.)	Remarks
	a	License/Concession Fee			
	b	Space Rent			
	c	Utility Charges			
	d	Interest			
	e	Any other items			
	f	Total:			
7	Amount of SD Available with validity period				
	a	Nature of Security Deposit held by AAI	Amount (Rs.)	Valid upto	Form of SD (BG or DD)
	b	Security deposit held by AAI in accordance with the contract Terms			
	c	Security deposit held by AAI against disputed Dues referred to Conciliation/ Arbitration			
	d	Any other security deposit held by AAI.			
8	Details of any arbitration/litigation/court cases etc.				

**Authorised Signatory**

LICENCE AGREEMENT

**Subject : License for “Branded Snack Bar” Facility in International Terminal(T-2) at S.V.P. International Airport, Ahmedabad**

THIS AGREEMENT made this \_\_\_\_\_day of \_\_\_\_\_of Two Thousand fifteen between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its corporate office at **R.G. Bhawan, Safdarjung Airport, New Delhi and office at S.V.P. International Airport, Ahmedabad. represented by Airport Director** hereinafter called the ‘**Authority**’ (Which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) **of the one part**, and -----  
----- **represented by ----- of the other part**, hereinafter called the ‘**Licencee**’ (Which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the licensee).

WHEREAS the **Authority** is entitled in “Law” to grant license at its S.V.P. International Airport, Ahmedabad. for the purpose of “**Branded Snack Bar**” facility at **S.V.P. International Airport, Ahmedabad**, so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the **schedule** hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

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

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesseth :

1. That the license for the said facility shall be valid for a period of **one (1) year** (*extendable by another one year at the discretion of AAI*) **from..... to .....** unless terminated earlier on account of following:-

- (a) By giving **60 days** notice in writing from either side without assigning any reason.
- (b) Terminated by AAI on a short notice on account of un-satisfactory performance.
- (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution vide commercial manual and concerned AAI instructions on the subject.

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

Years	Amount of Monthly License Fee in Rs.
1 <sup>st</sup> Year	
2 <sup>nd</sup> Year	

3. That in addition to the above said license fee, Licensee shall pay all charges towards consumption of electricity, water and utility charges 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 this purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the licensee in 'Laws'.
5. That the Licensee shall make payment of license fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.
6. That in the event of failure to pay the license fee and other charges by due dates, simple interest @12% per annum be payable on all delayed payments without prejudice to the Authority's other rights and remedies.
7. That the Licensee shall deposit a sum of Rs .....i.e. equal to four (4) months license fee as Security Deposit in the form of Demand Draft / Pay order / Bank Guarantee from a Nationalized / Scheduled Bank in favour of "Airports Authority of India", payable at Ahmedabad. 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 Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
8. That the licensee shall deposit Demand Draft /Bank Guarantee / Pay order Rs.1,00,000/- as Security Deposit towards Electricity / Water Charges.
9. The Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
10. That the licensee shall maintain regular and proper account books along with supporting documents regarding business effected by the licensee in the said premises and said accounts / documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
11. That the licensee shall have no right to object as and when the Authority decides to grant additional license for similar Facility at the airport premises where the Licensee is rendering such services.

12. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
13. 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.
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 premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
15. 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.
16. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
17. The Licensee shall not terminate the license before the expiry of the period of the license except by giving **60 days** notice in writing, otherwise the Licensee shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 30 days notice in writing without assigning any reason thereto.
18. **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 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 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 **six (6)** months current license fee if the termination occurs before the **50%** period of the original contract. The period of **six (6)** months will be reduced to **four (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 **three (3)** months license fee.
- d) 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 on licensees double the licence fee per month in the form of demurrage charge can be imposed on licensees unauthorizedly occupying the premises after expiry of contract period.
19. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to terminate the license forthwith and assume 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.
20. The Authority and the Licensee further agree that they are bound by the *General Terms & conditions* and *Special Terms and Conditions* found in annexed hereto.
21. The NIT including General Information / Guidelines and relevant tender papers of the successful bidder, along with the award letter / letter of intent issued, in favour of successful bidder shall also form part and parcel of the licence agreement.

SIGNED BY \_\_\_\_\_, *AIRPORTS AUTHORITY OF INDIA*, AHMEDABAD AIRPORT FOR AND ON BEHALF OF THE AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF :

**WITNESS:**

- 1.
- 2.

SIGNED BY \_\_\_\_\_ ON BEHALF OF \_\_\_\_\_  
 \_\_\_\_\_ *IN THE PRESENCE OF:*

**WITNESS:**

- 1.
- 2.

ANNEXURE - VIII

SCHEDULE OF PREMISES

1	Space Measuring	10 sqm (Approx.)
2	Location	Check In Area of International Terminal (T2)
3	Purpose	License for " <b>Branded Snack Bar</b> "

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
2. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post / speed post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority who should invariably acknowledge the notice.
  - a) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
5.
  - (a) The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
  - (b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.
7.
  - (a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

- (b) The Authority shall not be responsible in any way for loss or damage by any means causes to the licensee's stock or property.
8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs.500/-per day for each default upto 7 days & thereafter Rs.1,000/-per day and can take other actions including termination of the licence.
9. The licensee shall comply with the requirements of all standard health clauses including those given below:
- a) *The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the licensee.*
  - b) *All instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.*
  - c) *The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.*
  - d) *The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.*
  - e) *The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.*
  - f) *In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (a) to (f), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.*
10. The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of

point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

11. a). The licensee would be required to install adequate number ( as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 4.5 kg CO2 fire extinguisher in the licensed premises at his cost before commencement of business.  
b). Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
12. The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
13. The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
14. a) The Licensee shall not use electrical heater, toaster and other allied applications in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided in the Agreement to perform contractual obligations.  
b)The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.

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

15. In the case of such breach of the terms of this license as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee up to the limit of the Security deposit of the licensee. The decision of the Authority in this respect will be final and binding on the licensee.
16. The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
17. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices / fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and there upon the Licensee shall sell only at the price so fixed by the Authority and he / she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of

the price so fixed.

18. It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
19. The licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the licensee and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
20. The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.
21. If because of any strike or lock-out in the Airport or in any airline, the licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the license fee due to ban on visitor entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
25. On expiry of the license period or on termination of the license by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to

dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

26. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
27. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
28. The provision of the Public Premises (*Eviction of Unauthorized Occupants*) Act, 1971 and the rules framed there under which are now in force or which may here after come into force shall be applicable for all matters provided in the said Act.
29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative.  
It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
  - a) *The case shall be referred to the Sole Arbitrator by the Chairman / Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before the disputed amount with AAI as condition precedent before making reference to the Arbitrator for adjudication of dispute.*
  - b) *Similarly, before making a reference to the Dispute Resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the Dispute Resolution Committee.*
  - c) *During the arbitral and Dispute Resolution proceedings, the licensee(s) shall continue to pay the full amount of licence fees/dues regularly as per the award/agreement and perform all covenants of the agreements.*
  - d) *The licensee(s) undertake to pay the full amount of licence fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and /or during the course of arbitral proceedings.*
30. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.
31. The licensee shall be liable to kept E-wallet facility for cashless transaction in restaurant for the passenger.

(SIGNATURE OF LICENSEE)

SPECIAL TERMS AND CONDITIONS

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

**ACCEPTANCE LETTER**

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

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

To,

The Airport Director  
Airports Authority of India  
S.V.P. International Airport,  
Ahmedabad-380003

Sir,

**ACCEPTANCE OF AAI's TENDER CONDITIONS**

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

Yours faithfully,

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

(Signature of the tenderer)  
with rubber stamp

**FORM OF BANK GUARANTEE**

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

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

.....  
.....  
..... (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the **License for "Branded Snack Bar" facility in International Terminal(T-2) at S.V.P. International Airport, Ahmedabad** and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and 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 License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees..... ) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
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 6 months thereafter.
- II. This bank guarantee shall be valid upto \_\_\_\_\_ and you have the right to encash this guarantee upto 180 days from the said date.
- III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before \_\_\_\_\_.

For Bank Name

Dated :

Place:

Witnesses:

1.

2.

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

The Branch Manager,

.....Bank,

.....

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

Sir,

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

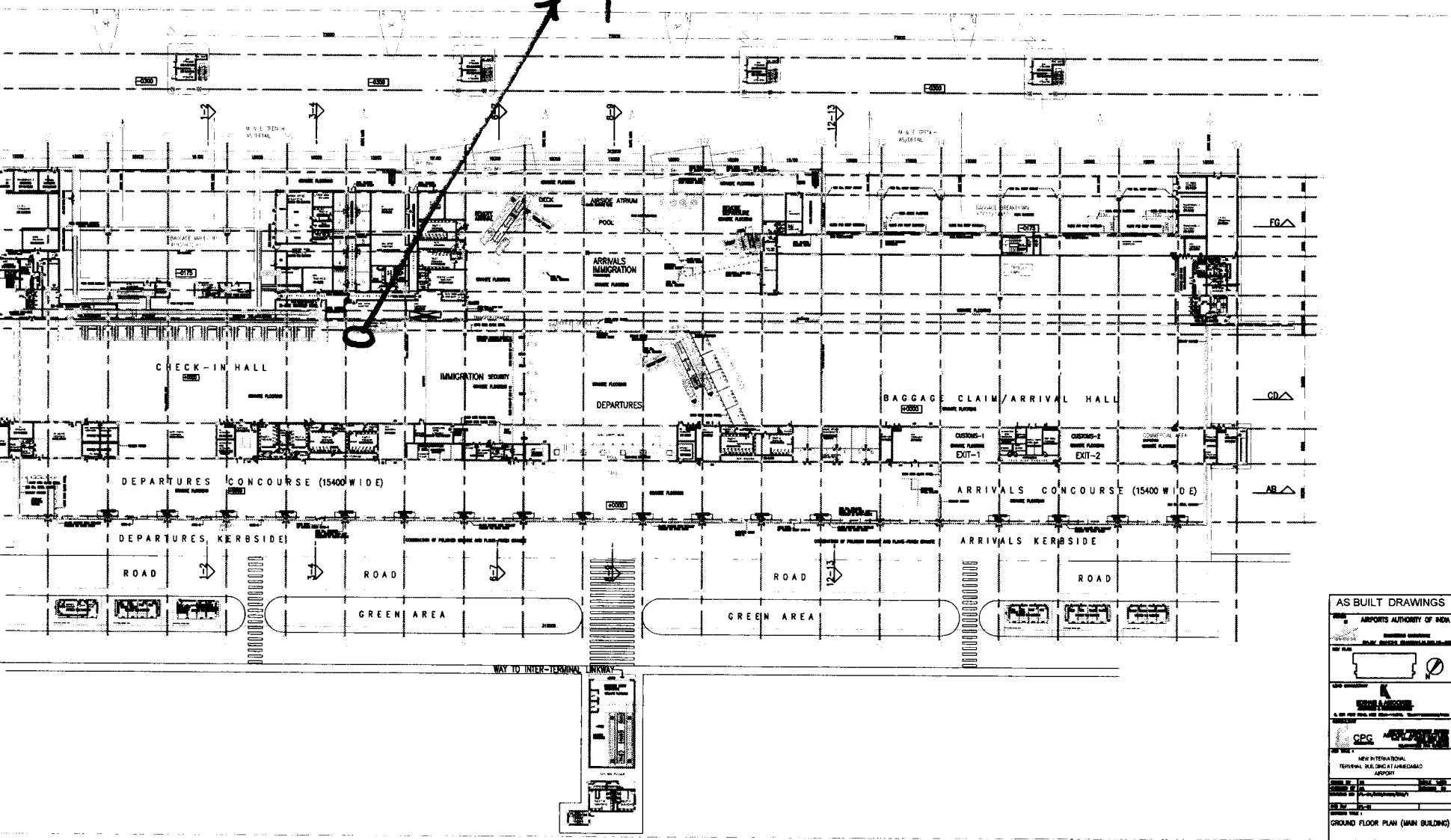
I hereby authorize the Airports Authority of India in whose favour the deposit is made to encash / close the subject Bank Guarantee before maturity / on maturity towards adjustments of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment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

Signature of the Depositor

Place:

Date:

Proposed Location



AS BUILT DRAWINGS

AIRPORTS AUTHORITY OF BAHRAIN

DESIGNED BY: [Logo]

SCALE: 1:500

DATE: [ ]

PROJECT: NEW INTERNATIONAL TERMINAL BUILDING AT AHMEDABAD AIRPORT

CLIENT: [Logo]

DESIGNER: [Logo]

GROUND FLOOR PLAN (MAIN BUILDING)