



Airports Authority of India
Civil Airport Jammu

Request for Proposal(RFP)

For

Monetization of In-flight/Onboard

Shopping Services in the Arrival Hall at Civil Airport,

Jammu.

Prepared By:

Approved by:

**E-Tender for “Monetization of In-flight / Onboard
Shopping services in the Arrivals Area”
At CIVIL AIRPORT, JAMMU**

**Cost of Tender Documents Rs.5000/-
(Rupees FIVE THOUSAND only) Inclusive all Taxes
(Non-refundable)**

Sr. No.	Particulars	Page No.	No. of Sheets
1.	Notice Inviting Tenders	3-7	5
2	E-Tendering guidelines to the bidders (Annexure -A)	8	1
3	General Information & Guidelines	09-13	4
4	License Agreement –ANNEXURE –B	14-17	4
5	Schedule of Premises	18	1
6	Sketch of the locations–ANNEXURE –C	19	1
7	General Terms & Conditions –ANNEXURE –D	20-24	5
8	Form of Bank Guarantee –ANNEXURE –E	25-26	2
9	Acceptance Letter On Company’s Letter Head -ANNEXURE –F	28	1
10	Declaration- ANNEXURE -G	29	1
11	Undertaking- ANNEXURE -H	30	1

NOTICE INVITING E-TENDER

E-tenders in the prescribed form are invited for granting license for the following facility at CIVIL AIRPORT JAMMU for the following

Sl. No.	Name of Facility and Location	Earnest Money Deposit	MMG P.M.(Rs.)
1	"Monetization of In-flight / Onboard Shopping services in the Arrival area" Location: ARRIVAL HALL Area: Approx. 20 sqmtrs. Periodicity: Five (05) Years	Rs.1,00,000/-	Rs.1,26,140/-(Applicable taxes , GST and any other charges would be extra)

Note:-

- a) Offers below MMG will not be considered for award.
- b) In case of any enhancement in the area only, the license fee shall be increased on pro-rata basis.
- c) Utility / facilitation charges @10% of quoted license fees and annual compounded escalation for subsequent years for shop area of 20 Sqm shall also be payable by the successful tenderer.
- d) The successful tenderer is liable to pay all Govt. Taxes, GST and other charges at the rates declared by Govt. of India/State Govt./Union territory from time to time.
- e) The agency who offers highest license fee above MMG will be considered for grant of license.
- f) The quoted license fee (MMG) is subject to annual compounded escalation from second year onwards, which shall be calculated as per the following principle :

$$R_n = (0.2 R_{n1} + 0.8 R_{n2}) * 100\%$$

Where

$$R_{n1} = (CPI_1 - CPI_0) / CPI_0$$

$$R_{n2} = (Pax_1 - Pax_0) / Pax_0$$

{{ **R**: Rate quoted by the licensee at the time of bid.

R_n: Escalated rate/Revised rate which shall be applicable in the year which is to follow after the completion of n years since the first day of the month after the Bid opening month.

CPI₁: The monthly consumer price index (All India CPI- General Index (Urban) for Delhi center as issued by The Central Statistics office (CSO), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly index applicable shall be the annual average of CPI starting from 1 year prior to the date on which the escalation is being calculated to the last available CPII at the time of escalation of rate.

Pax₁: The annual passenger traffic for respective airports is issued by Airport Authority of India shall be applicable. The annual traffic date starting from 1 year prior to the date on which the escalation is being calculated shall be applicable

CPIo: The monthly Consumer price index (ALL India CPI-General Index (Urban) for Delhi central as issued by The Central Statistics Office (CSI), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly Index applicable shall be the annual average of CPI starting from 1 year prior to receipt of bid to the last available CPII at the time of receipt of bid.

Paxo: The annual passenger traffic for respective airports as issued by Airports Authority OF India shall be applicable. The annual traffic data starting from 1 year prior to the date of receipt of bid shall be applicable.

No reduction in the applicable current rate shall however be allowed in case the revised rate falls below the rate existing at the time when escalation is calculated for rate. (i.e. if R_{n+1} is worked out less than R_n , the rate R_n will continue to be applicable).

Rate of Escalation (R_n) will be calculated on the basis of the above mentioned formulae. However, the lower limit (floor) of 10% and upper limit (cap) of 20% shall be applicable on the escalation rate. The calculated rate will be rounded to the closest 0.5%. For example, if the calculated $R_n=14.37%$, a rate of 14.5% shall be used to calculate annual escalation.”}}

- g) Gestation period: 60 days or actual commencement of commercial operation whichever is earlier. For cases of all the contracts that have been extended or the contract is bagged by the same party and the subsequent award letter is ipso facto extension of the contract as far as the period is concerned , no gestation period will be granted.
 - h) The gestation period will be counted from the date of issuance of the letter of intent / award to the successful bidder. The licensee has to ensure all the compliances including security compliances from BCAS/ other regulatory agencies, fabrication of shop etc. within the gestation period. However any Claim of additional gestation period due any reason or any rebate thereof shall not be entertained by AAI at any stage.
 - i) The successful tenderer shall be required to submit Security Programme (as per Format A& A-1 available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) to the RDCOS office for issuance of Security Clearance / approval, for operating the facility in Security Hold Area, within 5 days of receipt of award. Any observations regarding shortcomings in Security Programme will be communicated by RDCOS and if compliance report is not received by BCAS within one month, it will be presumed that the concessionaire is unwilling or unable to meet the shortfall and the application for approval will be deemed to be cancelled
Note :It may be noted that the licensee shall be allowed to operate the facility in Security Hold Area only after BCAS clearance / approval from other regulatory agencies is obtained.
 - j) The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in licence fee will be entertained by AAI at any stage for whatever reasons.
 - k) Tenderer/Agencies may kindly note that parties falling under the criteria mentioned in the E-NIT are eligible to participate in the tender.
 - l) Only bare space shall be provided by AAI and renovation, operation and maintenance of the shop has to be done by the successful bidder at their own cost, after approval of design by AAI.
2. The periodicity of license shall be **Five (05)years** from the date of **actual commencement of commercial operation or 60 days from date of award, whichever is earlier.**
 3. The parties fulfilling the following criteria are eligible to participate in the tender:

Technical Capacity:

Any agency / domestic schedule airlines and / or its subsidiaries engaged in business of “Monetization of In-flight/Onboard Shopping services at Airport” and fulfilling following listed conditions

1.(a) Having one year experience during the last three years in “Monetization of In-flight/Onboard Shopping services at Airport” is eligible for participating in tender.

Or

(b) Holding a valid contract agreement at the time of submission of tender with domestic schedule airline in “Monetization of In-flight/Onboard Shopping services at Airport” is eligible for participating in tender.

2) The agency will be eligible to participate in tender on submission of an undertaking as given below

A). “I/We will submit a valid agreement with any domestic schedule airlines for in-flight/ onboard promotion and/ or sales of various products or goods showcasing onboard via some in-flight catalogue/marketing material within the gestation period. i.e. 60 days from issue of LOI by AAI.

B) I/ We agree that, I/We will renew the agreement with any domestic schedule airlines for in-flight/ onboard promotion and/ or sales of various products or goods showcasing onboard via some in-flight catalogue/marketing material, 30 days prior to the date of expiry of the agreement throughout the currency of the license awarded by AAI.

C) I/We undertake that in the event of non-fulfillment of para A and/ or B above, as the case may be, I/We will make payment towards license fee even if the shop/ outlet is non-operative for want of valid agreement with any domestic schedule airlines for in-flight/ onboard promotion and/ or sales of various products or goods showcasing onboard via some in-flight catalogue/marketing material which is mandatory requirement for the license.

D) In case of noncompliance of any of the above conditions, AAI will be free to forfeit our EMD and security deposit submitted under the provision of RFP document and terminate my contract and I/We further forfeit my/our right to claim our security deposit and EMD in any manner and at any forum on this account

3) The agency has to submit an undertaking as per the ANNEXURE-H attached in the RFP

Financial Capacity:

The agency should have a GTO of INR 7.57 lakhs or more in any of the previous 5 years (turnover details to be duly certified by chartered accountant), out of which 50% should be from the relevant business as per above)

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:

a) De-barred/black listed by CBI or AAI or Undertakings/Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc.

b) Parties facing action under PPE Act, with AAI.

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) 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 compa-

ny or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity may not be allowed in AAI tenders.

(e) Ex-Licensee(s)/Existing Licensee(s) of AAI having outstanding dues in respect of the airports under Northern, Southern, Western, Eastern and North-East Regions as well as Airports viz. Chennai and Kolkata Airports, except where the dues are pertaining to current months license fee i.e. the month of <MARCH>.

The disputed dues referred to an arbitrator for adjudication as per terms and conditions of the license agreement shall not form a part of outstanding dues for the purpose of the acceptance of tender documents.

(f) A declaration to the effect that the tenderer does not fall under the categories (a), (b)(c) (d) and (e) above has to be submitted in the technical bid. **(Refer Annexure-G)**

6. E-Tender documents indicating full details of the license can be seen on AAI website www.aai.aero or NIC CPP portal (<https://etenders.gov.in/eprocure/app>)

All the bidders have to submit their bids on NIC CPP portal only (<https://etenders.gov.in/eprocure/app>)

It is clarified that the RFP is to be processed on NIC CPP portal only. Bidders are advised to follow the guidelines of NIC CPP portal.

The bids shall not be accepted in any other form.

Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at e-tendering portal mentioned above.

Clarification needed, if any may be sent through e-tendering portal only

Cost of e-tender amounting to Rs.5,000 (Rupees), nonrefundable, is required to be paid offline in the form of Demand Draft in favour of "Airports Authority of India", payable at Jammu. The original Demand Draft in respect of tender fee should reach to O/o Airport Director, Airports Authority of India, Civil Airport, Jammu, before opening of Technical bid.

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

- (i) Technical bid –Earnest Money Deposit (EMD) and Tender fees and other documents as required under clause 3 of the general information / guidelines of Notice Inviting Tender.
- (ii) Financial Bid –As required under clause 4 of general information / guidelines of Notice Inviting Tender.

7. **Critical dates**

Sl.No.	Activity	Date		Time in IST
		From	To	
i)	Download of tender document from e-tender portal	10.03.2018	31.03.2018	Upto 1800 hrs.
ii)	Online submission of bids (Technical as well as financial) on e-tender portal	Up to 31.03.2018		By 1800 hrs.
iii)	Opening of technical bids (online)	On 06.04.2018		At 1530 hrs.
iv)	Opening of financial bids (online)	Date & time of opening of financial bids shall be intimated separately / subsequently only to the technically qualified bidders.		

8. 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/all of the tenderer(s).

9(i) Wherever Lead Member having majority share has submitted the experience documents of its Joint Venture Company (SPV), the same could be considered for the purpose of experience.

(ii) As regards experience document submitted by subsidiary or Holding Company. It is stated that since the consolidated balance sheet is the accounting relationship between the holding company and the subsidiary company, showing the combined assets and Liabilities of both companies, the experience submitted by a subsidiary company of its Parent company and vice versa should be considered for experience purposes.

**AIRPORT DIRECTOR
CIVIL AIRPORT, JAMMU**

E-Tendering guidelines to the bidders (<https://etenders.gov.in/eprocure/app>)

- 1 For any technical related queries please call the Helpdesk. The 24x7 Help Desk Number 0120-4200462, 0120-4001002

Note: - Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details. For any issues/clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4200462, 0120-4001002

E-Mail: support-eproc@nic.in

- 2 For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)
a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help Desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

- 3 For any technical assistant with regard to the functioning of the portal the bidders as well as AAI users may establish contact according to the escalation matrix as mentioned below.

Support Persons	Escalation matrix	E-mail address	Help Desk Number	Timings
Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (6lines)	0800-2000 Hrs. (MON – SAT)
Sh. Sanjeev Kumar, Jr. Exe.(IT)	After 4 hours of issue	sanjeevkumar@aai.aero	011-24632950 Ext – 3505	0930-1800 Hrs. (MON-FRI)
Mrs. S. Nita, AGM(IT)	After 12 hours	snita@aai.aero	011-24632950 Ext – 3523	0930-1800 Hrs. (MON-FRI)
General manager(IT)	After 3 days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
Bid Manager	After 3 days	commercial_jammu@aai.aero	0191-2439030 Extn. 208	0930-1730 Hrs. (MON - FRI)

*The Helpdesk services shall remain closed on Govt. Gazetted Holidays.

- 4 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 AND GUIDELINES

1. Tender documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer:-
 - i) The technical e-bid through e-portal.
 - ii) The financial e-bid through e-portal
3. Technical E-bid documents uploaded on NIC, CPP 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 portal):**
 - (a) Details of the concern and legal status i.e. 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 certificate And all other mandatory documents as per government rules.

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 Profit and Loss Account / Balance sheet (duly audited and certified by a chartered Accountant) pertaining to the last completed financial year, in case of 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) Details of Gross Annual Turnover (duly certified by Chartered Accountant) of Rs.7.57 Lakhs /- of all the financial years for which experience is claimed. In case of multiple business of a company, then the breakup of the turnover with specific requirements of the tendered facility should be submitted, duly certified by Chartered Accountant.
- (f) Earnest Money Deposit: EMD of Rs. 1,00,000/- (Rupees One Lakh only) shall be paid offline in the form of Demand Draft in favour of "Airports Authority of India", payable at Jammu .The original Demand Draft in respect of EMD should reach to O/o Airport Director, Airports Authority of India, Civil Airport, Jammu before opening of the Technical bid. The scanned copy of the Demand Draft should be uploaded along with Technical bid document in the CPP Portal.

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

Refund of EMD:

EMD of unsuccessful bidders received shall be. The refund of EMD to bidders who fail to qualify the eligibility /technical stage shall be initiated automatically within 15 days of opening of financial bid

(g) No dues certificates

- (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 details of disputed and undisputed dues thereon along with the details of Security Deposit and mode of Security Deposit. (Refer Annexure G)
- (ii) No Due 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.
- (iii) If the entity participating in the e-tender 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 shall not be allowed in AAI e-tenders. A declaration to this effect has to be submitted by the party / tenderer. (Refer Annexure G)

(h) Form of unconditional acceptance duly signed. (Annexure-F)

(i) Declaration to the effect that no raid/seizure/search has been carried out or pending by any Department of Govt. of India and/or regulatory authority viz. Central Board of Excise & Customs, Income Tax, FEMA, Sales Tax, Health Department, labour Commission etc. in respect of the license granted by AAI in any of the airport premises either against me and/or any of member of the consortium or against our/its associates or against any of the Directors/Managers/Employees. (Refer Annexure G)

(j) Declaration giving the details of blacklisting or debaring by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (Refer Annexure G)

(k) Declaration of cases / action under PPE Act initiated by AAI. (NIL statement also to be filed). (Refer Annexure G)

(l) Documentary evidence in support of meeting eligibility criteria.

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.

Note:

One set of scanned copy of complete technical documentation comprising of documents as listed at clause 3 (a to l) above shall be uploaded in the technical bid.

4. **FinancialE-Bid:**

- a) The Financial E-Bid should contain only the financial bid in the approved form and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer :-
I / We have carefully read and understood the terms and conditions of the license as contained in Tender Document issued by the Airports Authority of India (AAI) including the following :-

- i) Earnest Money Deposit of Rs. 1,00,000/- is liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within prescribed time.
 - ii) 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 one (01) year.
 - iii) In case the documents submitted by my/our firm along with tender are false / incorrect /concealment of information/document, 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 tenders of AAI for a period of three (03) years.
 - iv) If the licensee does not operate the license up to 50% of the contract period then party is liable to be debarred for next one year in addition to provisions as mentioned in termination clause at page-13.
- b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- c) 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.

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

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

(c) In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.

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

Note: In case of (c) & (d) above, as the consolidated balance sheet is the accounting relationship between the holding company and the subsidiary company, showing the combined assets and liabilities of both companies, the experience submitted by a subsidiary company of its parent company and vice versa shall be considered for experience purpose. Hence the consolidated Balance Sheet should be submitted in the cases where the experience of a subsidiary/holding company is to be considered.

6. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of **one** year, on account of non-completion of the following;

- (a) Acceptance of the offer within 10 days from the date of the award letter.
- (b) Payment of advance license fee for one month within 15 days from the date of the award letter.

(c) (i) **Payment of Security Deposit equivalent to six (06) months license fee based on the first year license fee in the form of Demand Draft / Pay order /Bank Guarantee of a Nationalized/Scheduled Bank in favour of AAI Civil Airport, Jammu within 15 days from the date of award letter for the license (Security deposit if in the form of Bank Guarantee, should be valid for the complete period of License plus 6 months' beyond the period); Bank Guarantee from co-operative Banks will not be accepted.**

(ii) Payment of Security Deposit equal to an amount of previous **six (06) months** billing cycle for electricity/water/telephone etc or **10%** of the annual contract value (**first year**) whichever is higher applicable for electricity/water/telephone etc.

(d) Execution of the Agreement before commencement of the contract.(Within 15 days from the date of issue of award)

(e) Commencement of the facility within **60 days** (Gestation period) or actual commencement whichever is earlier. (No gestation period if the existing licensee happened to be the successful bidder).

(f) The Licensee must/operate the contract for minimum 50% of the total period of the contract failing which the licensee may be debarred from participating in any quotation/tender in AAI for a minimum period of one year).

7. Tender(s) will remain valid for a period of 180 days from the date of opening of the E-Technical Bid. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over 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 employ, who are near relatives * of AAI employees.

10. Any breach of the conditions above by the successful tenderer(s) shall be dealt as follows:-

- a) If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAI and the EMD received will be forfeited. The party will also be debarred from participating in any tender of AAI **for a period of one (01) year.**
- b) If any contract is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty of fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.
- c) If at any stage, AAI finds that the party had submitted any false / wrong / concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred **for three (03) years for participation in AAI tenders.**
- d) If the licensee does not operate the license up to 50% of the contract period then the party is liable to be **debarred for next one (01) years.**

11. Exit Clause:

- a) **Normal termination:** - The contract will be deemed to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The

contractor cannot claim the dues to be time barred or 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 (6) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

c) **Termination for convenience: -** Either part, AAI on one part and the contractor on the other part can serve the notice for termination by giving 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 (06) months current license fee if the termination occurs before the 50% period of the original contract. The period of six (06) months will be reduced to four (04) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period of normal termination the demurrage will be equivalent to three (03) months license fee.

(d)Termination for regulatory / legislative or supervisory requirement:- If any provision of law or legislation of Govt. 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 licenses @ double the licence fee per month in the form of damage charges can be imposed on licensees unauthorized occupying.

13. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT)/ Agreement

14. AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender. And AAI reserves itself the right to reject any or all the quotations without assigning any reason thereof and to call for any other data or information from any of the quotationaires.

15. The licensee shall comply with all labour laws and municipal laws applicable to the employers from time to time and AAI has no liability over the statutory payments to be remitted to appropriate authorities on behalf of the staff deployed by the agency.

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

LICENCE AGREEMENT

SUBJECT: License for “Monetization of In-flight Onboard Shopping services in the Arrivals area”

THIS agreement MADE THIS __ DAY OF __Two Thousand _____ between The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi and offices at all the Airport in India represented by **Sh. D.K. Gautam , Airport Director , Civil Airport, Jammu** 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 Shri_____ 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, representative, successors and assigns of the Licensee)

WHEREAS the Authority is entitled in ‘Law’to grant license at its Civil Airport, Jammu for the purpose of **Monetization of In-flight Onboard Shopping services in the Arrivals area** 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 license. NOW, THEREFORE, this indenture Witnesseth:

1. That the license for the said facility shall be valid for the period of **Five(05)years** from _____ to _____ unless terminated earlier on account of following:
 - (a) By giving **120 days’** notice in writing from either side without assigning any reason.
 - (b) Terminated by AAI on a short notice (10 day) on account of un-satisfactory performance.
 - (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.

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

Period	Quoted License Fee
1 st Year	
2 nd Year	
3 rd Year	
4 th Year	
5 th year	

In addition to the License fee Utility / facilitation charges @10% of space rent (or as decided by AAI from time to time) for counter/shop area of 20 Sqm shall also be payable by the successful tenderer.

3. That in addition to the above said license fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his

own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In 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. demand draft drawn on local banks(Cheque/ DD). 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, as per AAI credit policy 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_____ months gross billing based on the first year 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 _____. (Security deposit if in the form of Bank Guarantee, should be valid for the complete period of Licence plus 6 months' beyond the period)

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

If the contract is terminated and the matter of dues are in Arbitration proceedings, then the Security Deposit in the form of cash available with AAI will not be liable for refund, till the completion of Arbitration proceedings. In case the Security Deposit is in the form of Bank Guarantee (BG), then it will be mandatory to get the validity of the BG extended for sufficient time considering the time likely to be taken for the proceedings. If the licensee is not taking any action for extending the same, then the BG shall be encashed before the instrument lapses and the proceeds of the same is credited to AAI's account and shown as Security Deposit available in the books of account till the same is adjusted or refunded.

8. That the licensee shall deposit Demand Draft / Bank Guarantee / Pay order Rs._____ as Security Deposit towards Electricity / Water Charges etc.
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 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.
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 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 except signboards after obtaining the prior approval of the Authority.
17. The Licensee shall not terminate the license before the expiry of the period of the license except by giving - 120 days' notice in writing, otherwise the Licensee shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 120 days' notice in writing without assigning any reason 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 licensee 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 be deemed to be closed from the date of such enactment. No compensation is payable by AAI. Exponential penalty on licensees double the license fee per month in the form of demurrage charge can be imposed on licensees unauthorized 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 license agreement.

SIGNED BY _____ AIRPORT DIRECTOR, **AIRPORTS AUTHORITY OF INDIA**,
CIVIL AIRPORT, JAMMU 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:

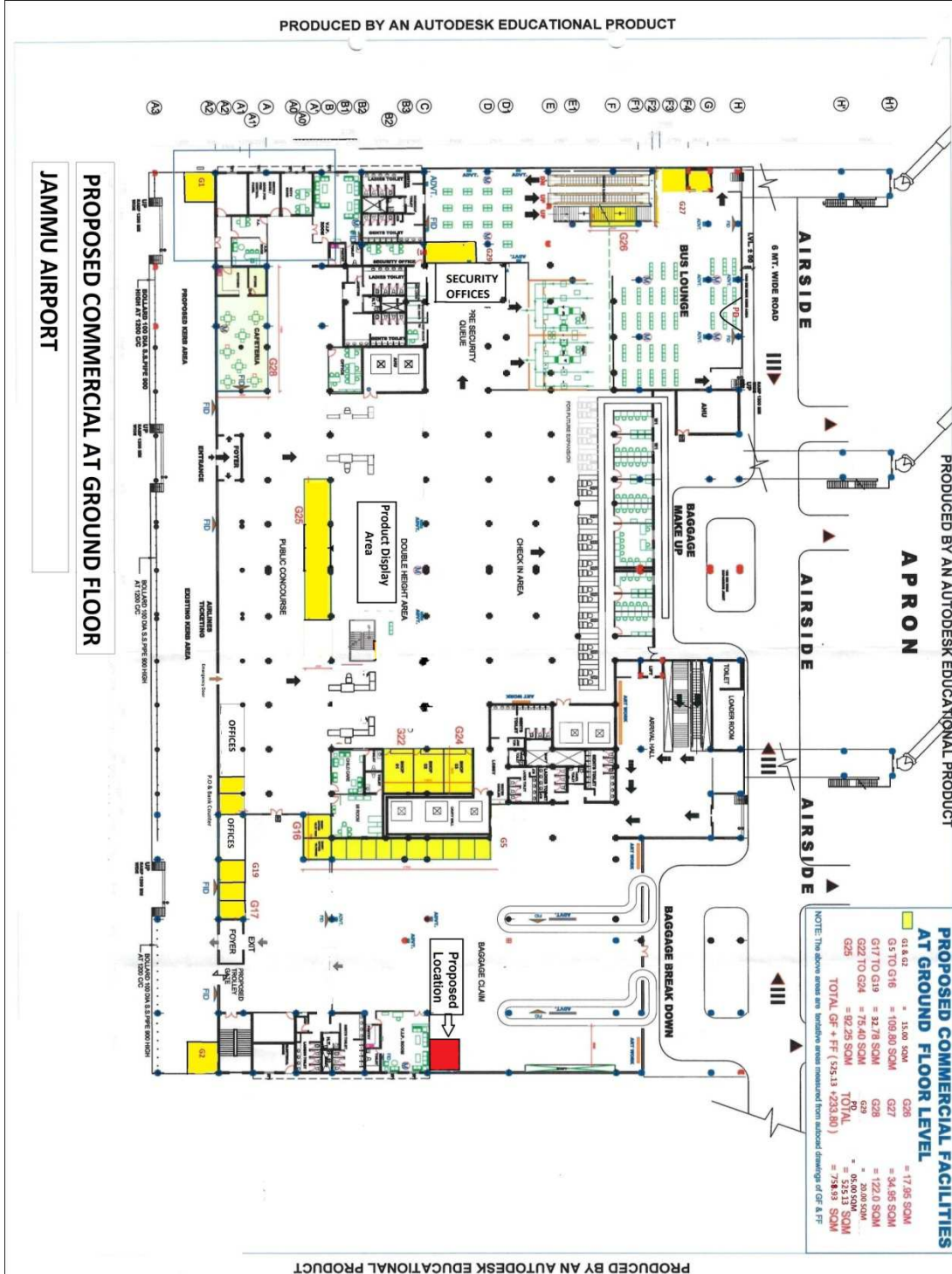
IN

WITNESS: 1.
 2.

SCHEDULE OF PREMISES

- 1. Area Admeasuring: 20 SQ M**
- 2. Location : ARRIVAL HALL**
- 3. Purpose : Monetization of In-flight / Onboard Shopping services in the Arrival area**

SKETCH OF THE LOCATIONS



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 subject to such rules and regulations as may be imposed by the lawful authorities of the airport.
2. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any 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 e-mail or speed post or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by **Registered post** to the Authority.
 - a). The period of notice given under this Agreement will count from the date of Receipt of notice by either side.
4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the airport under his charge.
5. (a) The Licensee shall not, unless with the written consent of the Authority, create a sub-contract 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) 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, Motor Vehicle 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 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 In charge shall have powers to get the premises cleaned at the risk & cost of the Licensee and recover liquidated damages at the rate of R1000/- per day for each default up to 7 days and thereafter Rs.2000/- per day and can take other actions including termination of the license.
9. The Licensee shall comply with the requirements of all standard health clauses including those given below:
 - a) The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments, and implements etc. used by the Licensee

- b) All the instructions given by the Airport Health Officer/Medical Officer of AAI or persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by them and his agent and servants.
 - 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 Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e) The Licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or unsanitary 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 (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 as behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence, and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
11. (a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the licensed premises) of minimum a **2.5 kg.CO2** fire extinguisher in the licensed premises at his cost before commencement of business. (If required)
- (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) License shall not use a naked light or cause or permit any such light to be used in the licensed premises.
12. The Licensee shall not damage the premises 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. Licensee shall not store or being keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.

- 14. (a)** The licensee shall not use electrical heater, toaster, electric kettle and other allied electrical appliances in the shops and offices.
- (b)** The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.
- (c)** The Licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
- 15.** In the case of such breach of the terms of this license as minor offences and complains coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the licensee.
- 16.** The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- 17.** The Licensee shall sell articles in the premises at prices which shall be marked on the articles or tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local Authority whichever is lower or controlled price 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 see 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 the released by publication Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms & conditions as may be fixed by the said Publications Division or said Tourist Department.
- 19.** The Licensee shall not stock, sell, display, exhibit, for sale any books, magazines, newspapers or periodicals, statutes, idols, or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the Licensee shall immediately remove such book, journal or articles from premises, if as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- 20.** The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director of the Authority.
- 21.** If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event. However, rebate in the license fee due to ban on visitors entry at the Airport and due to natural calamities and due to declaration of the closure of the airline operation / total Airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.

22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the terms & conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/bargaining will be entertained.
25. On expiry of the license period or on termination of the license by the Authority on account of any breach on the part 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 of the goods / materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
26. The license 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 license in terms & conditions herein contained.
27. The Authority, its servant and agents shall at all times have the absolute right of entry into the said premises.
28. The provision of the Airports Authority of India Act, 1994 and the rules framed there under which are now in force or which may be hereafter come into force shall be applicable for all matters provided in the said Act.
29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Airports Authority of India Act, 1994 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 airport for which the 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 cause 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 to be open to question in any court of Law, on this account. Before making a reference to Dispute resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman / Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

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

30. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/district where the airport is located.
31. The licensee shall not use naked light of any kind in the shops and offices.
32. The licensee shall get their electrical circuit tested, at least, once in a year and any defect noticed should be rectified immediately. Licensee shall submit the test report issued by Electrical Supervisory License holder or Engineer to the Airport Director.
33. Cable should not be laid on the false ceiling, or on the partition wall. Cable, where required, should be laid on metal cable trays.
34. 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.
35. Main switchboard, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
36. Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval from Airport Director.
37. 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.
38. If in the allotted space, no false ceiling is provided, false ceiling will not be provided by the allottee, without specific approval from Airport Director.
39. Internal partition/any modifications are not permitted unless written permission is obtained from Airport Director.
40. Storing of any type of material above the false ceiling is prohibited.
41. Licensee shall get his personnel trained in use of fire extinguisher.
42. Licensee shall not store combustible material more than seven days use in the offices situated in terminal building.
43. Two 09 liters capacity water type extinguisher and one 4.5 Kgs. CO2 extinguisher shall be installed. (If required)
44. Battery operated emergency light shall be provided in shops.
45. Telephone numbers of fire control room shall be displayed.
46. NOC shall be obtained by the Licensee from City Fire Service for carrying out any modification. (If required)
47. Storing of liquid fuel of any type is strictly prohibited.

Date:

(SIGNATURE OF LICENSEE)

FORM OF BANK GUARANTEE

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

WHEREAS BY a 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 “Monetization of In-flight Onboard Shopping services in the Arrivals area 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 /USD) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any 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 Regulations and other applicable laws as in force in India.

6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

I. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and 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.

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 _____.

Dated:

Place

for (Bank Name)

Witnesses:

1.

2.

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

The Branch Manager,

.....Bank,

.....

Sub:- My Bank Guarantee bearing No.

.....Datedfor

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:

**ACCEPTANCE LETTER ON COMPANY'S LETTERS HEAD
(SCANNED COPY TO BE ATTACHED IN E-TECHNICAL BID)**

To,

The Airport Director

Airports Authority of India

Civil Airport, Jammu

Sir,

UNCONDITIONAL ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for License for Monetization of In-flight Onboard Shopping services in the Arrivals area 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 11 & 12 of Notice Inviting Tender of the Tender Documents 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 for this facility has been paid.

Yours faithfully,

(Signature of the Tenderer)
With rubber stamp.

DECLARATION

I _____ <Name, Designation & Company Name with Address> ,do hereby solemnly affirm and state as follows:-

1. I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India:

Sl.	Airport Name	Facility/ Contract	Contract Period (From –To)	Details of Security Deposit	Dues (disputed & undisputed)
1					
2..					

(In case of no contracts in AAI controlled Airports, indicate NIL)

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defence or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details)
3. I/We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details)
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details)
5. I/We do not have any relatives working with AAI. (In case if you have any Relatives working with AAI, submit all the details)
6. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our 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 dues with AAI”.(In case if you fall under anyone of the above category, please furnish all such relevant details).
7. I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Employees”(In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal

UNDERTAKING

(To be submitted by the bidder on Letter Head duly stamped and signed by authorized signatory and lead member in case of consortium)

**To
The Airport Director
Civil Airport, Jammu
Airports Authority of India
Jammu-180003**

Sir,

1. I S/o Representing M/s.....(Name of the bidder/ consortium) duly authorized by hereby submit my/our undertaking with reference to the technical capacity as defined in this RFP document.
2. I/We hereby declare that I/We have read the entire terms and conditions of NIT , including Technical capacity given in clause _____ of RFP document under eligibility criteria for participation in the tender Monetization of In-flight /Onboard shopping services at Airport
3. I/We will submit a valid agreement with any domestic schedule airlines for in-flight/ onboard promotion and/ or sales of various products or goods showcasing onboard via some in-flight catalogue/marketing material within the gestation period. i.e. 60 days from issue of LOI by AAI.
4. I/ We agree that, I/We will renew the agreement with any domestic schedule airlines for in-flight/ onboard promotion and/ or sales of various products or goods showcasing onboard via some in-flight catalogue/marketing material, 30 days prior to the date of expiry of the agreement throughout the currency of the licence awarded by AAI.
5. I/We undertake that in the event of non-fulfillment of para 3 and/ or 4 above, as the case may be , I/We will make payment towards licence fee even if the shop/ outlet is non-operative for want of valid agreement with any domestic schedule airlines for in-flight/ onboard promotion and/ or sales of various products or goods showcasing onboard via some in-flight catalogue/marketing material which is mandatory requirement for the licence.
6. In case of noncompliance of any of the above conditions, AAI will be free to forfeit our EMD and security deposit submitted under the provision of RFP document and terminate my contract and I/We further forfeit my/our right to claim our security deposit and EMD in any manner and at any forum on this account

Yours Faithfully

(Stamp and Signature of the tenderer/ bidder)

Name:

Address:

Date: