



*Airports Authority of India*  
*Civil Airport Jammu*

**E- TENDER DOCUMENT**

*For*

**Contract for Kashmiri Traditional Packed Food Items**  
**in the Departure Hall at Civil Airport, Jammu.**

Prepared By:

Approved by:

**Cost of Documents (Non Refundable) – Rs. 5000/- (Rupees Five Thousand Only)  
Inclusive of all taxes**

**E-Tender Document No. AAI/JU/Coml./1362/**

**Subject: Contract for Kashmiri Traditional Packed Food Items in the Departure Hall at Civil Airport, Jammu.**

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## NOTICE INVITING E-TENDER

Tender in the prescribed form duly sealed are hereby invited for granting license for the following: at Civil Airport Jammu.

Name of Facility with its location	Earnest Money Deposit (Rs.)	Minimum Reserve Licence Fee (per month)	COST OF TENDER
Contract for Kashmiri Traditional Packed Food Items in the Departure Hall at Civil Airport, Jammu.	Rs. 1,00,000/-	Rs. 93,468/-	Rs. 5000/-

### Notes:-

- a) Offers below MRLF will not be considered for award.
- b) The Quoted licence fee against MRLF shall be subject to annual compound escalation @ 10% for subsequent years or as decided by AAI from time to time.
- c) The Party quoting the highest amount, i.e. H-1, shall be awarded with the contract.
- d) 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.
- e) The party shall also pay electricity water charges etc. during the licence period.
- f) **Gestation period of Sixty (60) days from award or actual commencement of commercial operation whichever is earlier, will be permitted. The gestation period will be counted from the date of award.**
- g) **The area for the said facility shall be approx. 10.56 Sq.mtr in Departure Hall or as decided by AAI. However this would be subject to actual joint measurement of site.**

1. The period of license shall be for **Five (05) Years.**
2. **The parties fulfilling the criteria as per NIT are eligible to participate in the tenders:-**

a) **The Parties having same type of business during the last 03 years are eligible for participation.**

**b) Parties having annual gross turnover equal to or more than Rs. 5.60 lacs 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).**

3. 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.

4. Any party either a firm or an individual falling under the following categories is not eligible
- a. Debarred/black listed by CBI or AAI or Undertakings/Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Deptt. Of Commercial at RHQ/Airports is to maintain records of such debarred/black-listed parties in consultation with Vigilance Deptt., at CHQ. In this regard, Deptt. of Vigilance at Hqrs. may forward an updated list to the Regions/Airports. A declaration to this effect is also to be obtained from the party submitting the tender documents.
  - 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 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 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 >, then the said entity may not be allowed to participate in AAI tenders.  
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.
5. E-Tender documents indicating details can be seen in the e-tender documents uploaded on the AAI e-tender portal [www.aai.aero](http://www.aai.aero) and government portal <https://etenders.gov.in>. The e-tendering process is online only at e-portal URL address <https://etenders.gov.in> . 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.
6. . Tender fee (Non-Refundable) of Rs. 5000/- in respect of cost of the Tender Document will be required to be paid by way of offline payment in the form of Demand Draft (DD) (Date of issue should be later than date of publishing of the Tender). The DD must be in favor of Airports Authority of India payable at Jammu.
- a. Scanned copy of Tender Fees duly digitally signed to be uploaded in Cover No./Envelope – I by stipulated date and time mentioned in the critical dates.
  - b. Original hard copy of Tender Fee as required, in sealed Envelope should be submitted by the bidders in the office of Commercial, Civil Airport, Jammu - 180003 by stipulated date and time mentioned in the critical dates.
  - c. Postal delay, if any or not receiving of original Tender fees by the stipulated date and time, the tender will be summarily rejected.

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

(i) Technical bid – Earnest money deposit (EMD) and other documents as required under clause 3 of general information / guidelines of Notice Inviting Tender.

(ii) Financial Bid – As required under clause 4 of general information / guidelines of Notice Inviting Tender.

7. The important dates for the tender are as follows

1.	Publishing Date	:	26-03-2018 (From 1800 Hrs.)
2.	Bid Document Download/Sale Start Date	:	26-03-2018 (From 1800 Hrs.)
3.	Clarification Start Date	:	26-03-2018 (From 1800 Hrs.)
4.	Bid Submission Start Date	:	26-03-2018 (From 1800 Hrs.)
5.	Clarification End Date	:	10-04-2018 (Up to 1100 Hrs.)
6.	Bid Document Download/Sale End Date	:	17-04-2018 (Up to 1700 Hrs.)
7.	Bid Submission End Date	:	17-04-2018 (Up to 1800 Hrs.)
8.	Last date of submission of Hard copy of Tender Fee and EMD	:	24-04-2018 (Up to 1700 Hrs)
9.	Bid Opening Date: Cover/Envelope- I	:	25-04-2018 (Up to 1500 Hrs.)
10.	Bid opening Date: Cover/Envelope-II (Price Bid)		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 the conditional tenders without assigning any reason thereto.

9 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).

**Airport Director,  
Airports Authority of India,  
Civil Airport, Jammu**

## Annexure A

### 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 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.

**Mobile:** 91 8826246593

**E-Mail:** [support-eproc@nic.in](mailto:support-eproc@nic.in)

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

**E-Mail:** [cPPP-doe@nic.in](mailto:cPPP-doe@nic.in)

3. 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 <https://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”.

4. In case of any issues faced, the escalation matrix is as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	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 Hrs. (MON - SAT)
2.	Jr.Exe.(IT)	After 4 Hours of Issue	<a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)

3.	AGM(IT)	After 12 Hours	<a href="mailto:snita@aai.aero">snita@aai.aero</a>	011- 24632950,  Ext-3523	0930-1800 Hrs.  (MON-FRI)
4.	Jt. General Manager(IT)	After 24 Hours	<a href="mailto:ykkaushik@aai.aero">ykkaushik@aai.aero</a>	011- 24651507	0930-1800 Hrs.  (MON-FRI)
5.	General Manager(IT)	After 03 Days	<a href="mailto:gmitchq@aai.aero">gmitchq@aai.aero</a>	011- 24657900	0930-1800 Hrs.  (MON-FRI)

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

5. 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**

S.No	Name	E-Mail Address	Contact No.	Timings
1	Vipul Sital	Commercial_jammu@aai.aero	0191-2439030 Extn. 208	0930-1730 Hrs. (MON - FRI)

## General Information & 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. Envelope 'A', which shall be opened first, shall contain the basic documents specified as under:
  - a. Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
  - b. Self attested copies of the PAN card, GST. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non applicability as submitted by the party.
  - c. Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/ Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act
  - 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 of Rs. 1,00,000/- (Rupees One Lakh Only)** should be in the form of pay order/Demand Draft in favour of “ Airports Authority of India” payable at Jammu.
    - (a) Scanned copy of EMD duly digitally signed to be uploaded in Cover No./Envelope – I by stipulated date and time mentioned in the critical dates.
    - (b) Original hard copy of EMD as required in sealed Envelope should be submitted by the bidders in the Commercial office, Civil Airport, Jammu – 180003 by stipulated date and time mentioned in the critical dates.
    - (c) Postal delay, if any or not receiving of original EMD by the stipulated date and time, the tender will be summarily rejected
  - f. No dues certificates from AAI.
    - (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- A)**

- (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.
- g. Form of unconditional acceptance duly signed. (enclosed as **Annexure XI** along with tender documents).
- h. Copies of documents required **as per NIT.**
- i. Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of blacklisting or debarring effected by AAI, or any Government of India department, any Central or state public sector undertakings. **(NIL statement to also be filed).**(as per Annexure B)
- j. Declaration of cases/ action under PPE Act initiated by AAI. **(Nil Statement to also be filed).** (as per Annexure B)
- k. Declaration giving the details of outstanding dues (disputed and undisputed). **(as per Annexure A)**
- l. Certified details of Annual Gross turnover of more than Rs. 5.60 lacs 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). However, the same shall not be applicable in case of existing licensees operating at the airports under the same category.
- m. Documentary proof of Experience criteria as mentioned in the NIT.

**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.**

4. Envelope B (Financial Bid)

- a. The envelope B should contain only the financial bid in the approved form.

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.
6. Tenderer(s) should clearly indicate the name & address of their Firm/ Company/Individual, as the case may be, on both the Envelope and should clearly indicate the name of the facility for which tender(s) have been invited.
7. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of three years, on account of non-completion of the following:
- (a) Acceptance of the offer within 10 days;
  - (b) Payment of advance licence fee for one month within 15 days from the receipt of the award letter;
  - (c) (i) Payment of Security Deposit equal to 06 months of quoted licence fee (applicable to the last year of contract) in the form of Demand Draft / Pay order/ Bank Guarantee of a Nationalised/Scheduled Bank in favour of Airport Director, AAI, Jammu Airport within 15 days for the licence and;  
  
(ii) Payment of Security Deposit equal to 10% of last years annual Licence fee for electricity/water/telephone etc.
  - (d) Execution of the Agreement within 15 days; and
- (e) Commencement of the facility within 60 days of award OR operation of facility whichever is earlier.**
8. Tender(s) will remain valid for a period of 180 days from the date of opening of the Technical Bid in Envelope 'B'. 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.

9. The tenderer(s) shall give the list of his near relatives employed in AAI.
10. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives\* of AAI employees.
11. Any breach of the conditions stated 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 (1) year.
  - b. If any contract is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.
  - c. If at any stage, AAI finds that the party had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for three (3) years for participation in AAI tenders.
12. 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 complete 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 by AAI to be served only after obtaining the approval of the acceptance authority. Similarly the notice given by the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.

13. The successful tenderer must necessarily operate the contract for a minimum of 50 % of the total period of contract, 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 and further action to be taken as per Licence Agreement.

14. If at any stage, AAI finds that the party had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for three years for participation in AAI.

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

16. 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.

17. 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, grand parents, children, grand children, brothers, sisters, uncle, aunts, cousins and their corresponding in laws".**

**ANNEXURE-XI**

DUPLICATE COPY TO BE SUBMITTED IN COVER NO.1  
ACCEPTANCE LETTER  
(TO BE SUBMITTED IN COVER NO.1)  
Refer Clause 8 of Notice Inviting Tender

To,

The Airport Director  
Airports Authority of India  
Jammu Airport

**Subject: - ACCEPTANCE OF AAI'S E-TENDER CONDITIONS**

Sir,

- 1 The tender documents for **Contract for Kashmiri Traditional Packed Food Items in the Departure Hall at Civil Airport, Jammu.** have been provided to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us. Which shall form part of the contract agreement and I/We shall abide by the conditions /Clauses contained therein.
- 2 I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
3. The contents of Clause 8 of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at 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 is enclosed herewith.

Yours Faithfully,

Date:-

(Signature of the Tenderer)  
With rubber stamp

**LICENCE AGREEMENT**

**SUBJECT: Contract for Kashmiri Traditional Packed Food Items in the Departure Hall at Civil Airport, Jammu.**

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 \_\_\_\_ of 1994) and having its corporate office at \_\_\_\_\_ and offices at all the Airports in India represented by \_\_\_\_\_ hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, 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 '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 licence at its \_\_\_\_\_ Airport for the purpose of \_\_\_\_\_ so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

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

AND WHEREAS the Authority is agreeable to grant the licence. NOW, THEREFORE, this indenture witnesseth:

1. That the licence for the said facility shall be valid for the period of **Five 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 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 licence fee on or before 10th day of English calendar month as under:

Years	Amount of Monthly License fee	Additional Percentage/ Royalty
1st Year	-----	-----
2nd Year	-----	-----
3rd Year	-----	-----
4 <sup>th</sup> Year	-----	-----
5 <sup>th</sup> Year	-----	-----

3. That in addition to the above said licence fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the 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 licence fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of licence fee etc.
6. That in the event of failure to pay the licence fee and other charges by due dates, simple interest @ 12% per annum be payable, 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.\_\_\_\_\_ (Rupees\_\_\_\_\_) i.e. an amount equal to last **06 months** licence fee as Security Deposit in the form of Demand Draft/ Pay order/Bank Guarantee from a Nationalised/Scheduled Bank in favour of Airports Authority of India. In the event of outstanding dues exceeds one month, the Authority may without prejudice to other rights and remedies be entitled to charge penal interest @12% per annum on delayed payment for the first month and thereafter @ 18% per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of two (2) months, the contract shall be terminated and the dues alongwith penal interest shall be adjusted from the Security Deposit, without grant of any extension whatsoever.
8. That the Licensee shall deposit in cash/Pay order Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ only) as Security Deposit towards Electricity Charges.
9. That the Licensee shall equip himself with all necessary permits, licences and such other permissions as may be required under the law in force at any time with regard to the operation of the subject licence.
10. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority 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 Licence for similar Facility at the airport premises where the Licensee is rendering such services.
12. 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.
13. All the times during the currency of the licence agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
14. 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.
15. That the Authority reserves to itself the right to change the location of the premises at anytime and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this licence. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the licence fee on that score.
16. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
17. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
18. The Licensee shall not terminate the licence before the expiry of the period of the licence except by giving **120 days notice** in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. **For closure of contract before completing the full term of the agreement exit clause given in the NIT shall apply.** The licence can be terminated by the Authority by giving 120 days notice in writing without assigning

any reason thereto.

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

- i. **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.
- ii. **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 complete 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.
- iii. **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 by AAI to be served only after obtaining the approval of the acceptance authority. Similarly the notice given by the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.

20. The successful tenderer must necessarily operate the contract for a minimum of 50 % of

the total period of contract, 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 and further action to be taken as per Licence Agreement.

- 21. If at any stage, AAI finds that the party had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for three years for participation in AAI.
  
- 22. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the licence agreement, the Authority will be entitled and be at liberty to determine the licence forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
  
- 23. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions found in Annexure 'X' *special guidelines found in Annexure "Y"* annexed hereto.
  
- 24. **The tender document, NIT, General Terms & Conditions, schedule of premises, Award / Allotment letter, handing over/taking over Note shall also form part and parcel of this agreement and the licensee and the Authority are bound by the same.**

SIGNED BY \_\_\_\_\_, AIRPORT INCHARGE AIRPORTS AUTHORITY OF INDIA, \_\_\_\_\_ AIRPORT FOR AND ON BEHALF OF THE AIRPORTS AUTHORITY OF INDIA, IN THE PRESENCE OF;

\_\_\_\_\_

WITNESS:

- 1.
- 2.

SIGNED BY \_\_\_\_\_ FOR AND ON BEHALF OF \_\_\_\_\_ IN THE PRESENCE OF:

\_\_\_\_\_

WITNESS:

- 1.
- 2.

## **SCHEDULE OF PREMISES**

<b>Space Measuring</b>	<b>:</b>	<b>10.56 Sqmtr (Area as decided by AAI)</b>
<b>Location at</b>	<b>:</b>	<b>Departure Hall at Civil Airport, Jammu.</b>
<b>Purpose</b>	<b>:</b>	<b>Contract for Kashmiri Traditional Packed Food Items</b>

**GENERAL TERMS & CONDITIONS**

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
2. The Licensee paying the licence fee and performing the covenants herein contained and or his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the Licensee under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorised 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 authorised 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 licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence or any part thereof.
  - (b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and 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 in-charge shall have powers to get the premises cleaned at the risk and cost of the Licensee and recover liquidated damages at the rate of Rs. 500 per

day for each default up to 7 days and thereafter Rs. 1000/- 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 authorised 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 Health Officer of AAI or any persons authorised 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 insanitary 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 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 authorised Officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 Kg. CO<sub>2</sub> fire extinguisher in the licensed premises at his cost before commencement of business.
  - (b) No wooden partition/inflammable materials shall be permitted in the licensed premises. The material to be used for partition/fabrication of the shop/office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
  - (c) Licence shall not use a naked light or cause or permit any such light to be used in the licensed premises.

12. The Licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.
13. The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the licence.
14. (a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.  
  
(b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises. The Licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
15. In the case of such breach of the terms of this licence as minor offenses 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 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, 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.
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 licence fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the 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 recognise any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the Licence or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/bargaining will be entertained.
25. On expiry of the licence period or on termination of the licence by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by the Authority. Further, Licensee shall remove his/their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods/materials at the cost & 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 licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/land/ garden/tank/premises to or in favour of the licensee but shall be construed to be only as a licence in terms & conditions herein contained.
27. The Authority, its 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 Unauthorised Occupants) Act, 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.
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 Unauthorised Occupants] Act and the rules framed there under which are now enforced or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points 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.

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

**(SIGNATURE OF LICENSEE)**

**SPECIAL GUIDELINES PERTAINING TO CONTRACT OF KASHMIRI TRADITIONAL PACKED FOOD ITEMS IN THE DEPARTURE HALL AT CIVIL AIRPORT, JAMMU**

1. The bidders can conduct a survey of the area and the business potential of the contract before quoting their bids. No rebate of any sort shall be given due to any reason what so ever.
2. The rate list of the goods to be sold is to be displayed at a conspicuous place. The packed items are to be sold on print rates only.
3. The licensee is required to make payments to all the persons employed by him for the purpose of this license as prescribed under the minimum wages act and all the related statutory provisions applicable there to.
4. The staff engaged by the contractor has to be properly uniformed.
5. The tenderer is liable to pay GST and/or any other statutory taxes as per the rules formed by Govt.
6. The licensee shall be solely responsible for any claim and /or liability arising out of the above activities.
7. The staff deployed by the Licensee shall be well trained, fluent in English Hindi and Local Language of the Airport.
8. The licensee shall submit a monthly report statement to AAI with regard to the total number of passengers catered /served and amount realized for billing purpose.
9. No rebate in license fee shall be considered /allowed to on account of temporary closure of Airport, reduction in the number of flight operation etc. and also in case of ban of visitors at airport imposed by BCAS and /or statutory Authority and or AAI or any restriction imposed by any regulatory/statutory authority at the Airport in regard to the services.
10. AAI shall impose penalty if the licensee violates the conditions regarding sale of items, violation of MRP and resorts to any additional item. Any sale of un-authorized items by the Licensee shall be considered seriously and AAI shall impose penalty for selling un-authorized items or for unsatisfactory performance. Also, AAI may take action against the Licensee for termination of the Licence forth with.
11. The Licensee shall abide by all the rules and regulations of Labour Laws applicable from time to time.
12. PIC will be issued as per Guidelines of BCAS and on payment of applicable charges by the Licensee. The licensee should obtain Security Clearance Certificate from BCAS before start of service and should comply with all the requirements of BCAS for issue of Airport Entry permits for its staff.
13. The agency is allowed to sell only the List of Items given below :-

- a) Dry Fruits
- b) Dry Fruit's Oil Extract
- c) Kashmiri Spices/dried vegetables
- d) Kashmiri Honey/Jam
- e) Wazwan

Rice & Beans/Rajma shall not form part of the list.

14. The above Terms and Conditions shall form of the Agreement.

(SIGNATURE OF LICENSEE)

**ANNEXURE - A**

**Declaration under CLAUSE 3 (f)(i)(ii) & (k) of General Information / Guidelines of NIET  
(TO BE SUBMITTED IN TECHNICAL BID)**

**DECLARATION**

I/We hereby declare that .....(name of proprietor / partnership firm / company) has/had following contracts (current and past) at 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 is as under:-

**CURRENT CONTRACTS:-**

Sl. No.	Name of Airport	Name of contract	Period of contract (From/To)	Detail of Disputed / undisputed dues	Detail of Security Deposit (Amount in Rs.)	Mode of Security Deposit

**PAST CONTRACTS:-**

Sl. No.	Name of Airport	Name of contract	Period of contract (From/To)	Detail of Disputed / undisputed dues	Detail of Security Deposit (Amount in Rs.)	Mode of Security Deposit

**Note:- Kindly fill all the columns or submit “Nil Report” against the relevant columns (if not applicable).**

**OR**

**DECLARATION**

**To be submitted by the tenderers, who had / have not established any contract / business with AAI**

I/We hereby declare that .....(name of proprietor / partnership firm / company) has/had not established any business (current and past) at AAI controlled airports and offices, hence the clause 3 (f) (i) & (ii) of General Information / Guidelines of NIET is not applicable to us.

SIGNATURE OF TENDERER WITH STAMP

Date:-

**ANNEXURE – B**

**Declaration under CLAUSE 3 (i) & (j) of General Information / Guidelines of NIET  
(TO BE ATTACHED IN TECHNICAL BID)**

**DECLARATION**

**Clause 3 (i)**

I / We hereby declare that Myself / our firm / company has not blacklisted or debarred by AAI or any Government of India department, any Central or State public sector undertakings.

**Clause 3 (j)**

I / We hereby declare that Myself / our firm / company is not facing any case / action under PPE Act initiated by AAI.

SIGNATURE OF TENDERER WITH STAMP

Date:-

# Form of Bank Guarantee

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

Whereas by a License Agreement dated \_\_\_\_\_ made between Airports Authority of India, the Licensor (hereinafter called "the Authority") of the one part and \_\_\_\_\_ (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the license for operating the \_\_\_\_\_ (complete name and place of work) and the License fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

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 of 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 Rs. \_\_\_\_\_ up to the period of the Contract \_\_\_\_\_ and an overlapping period of six month of expiry of Contract i.e. up to \_\_\_\_\_.

2) Notwithstanding any right the Licensee may have against the Authority of 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 or consent and knowledge.

3) We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms and 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 en-cash this Guarantee up to \_\_\_\_\_ from the said date unless extended on demand by AAI.

NOTWITHSTANDING any thing contained herein:

I. Our liability under this Guarantee shall be limited to a sum of Rs. \_\_\_\_\_Rupees \_\_\_\_\_) during the currency of the contract and 06 months thereafter i.e. up to \_\_\_\_\_.

II. This bank guarantee shall be valid up to \_\_\_\_\_ you have the right to en cash this guarantee up to 180 days.

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:  
Witness:

(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.  
.....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:

