



Expression of Interest

To

**Setup and Operate COVID-19 Testing Facility
At
NSCBI Airport,
Kolkata**

Email: stiwari@aai.aero

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**EXPRESSION OF INTEREST
TO
SETUP AND OPERATE COVID-19 TESTING FACILITY**

AT NETAJI SUBASH CHANDRA BOSE INTERNATIONAL AIRPORT, KOLKATA -700052

Airports Authority of India invites Expression of Interest (EOI) from ICMR/Govt. approved testing labs/agencies to setup and operate COVID-19 testing facility at **NSCBI Airport, Kolkata.**

Details can be downloaded from AAI website www.aai.aero.

Interested labs/agencies may submit the Expression of Interest to the O/O ASST. GENERAL MANAGER (OPS)/TM, AAI Operational Offices Complex, Jessore Road, NSCBI Airport, Kolkata on or before 20.05.2022 @ 1700 hours (free of cost).

Contact number:

**ASST. GENERAL MANAGER (OPS)
AAI, NSCBI AIRPORT, KOLKATA**

To,

All ICMR/Govt. approved testing lab/agencies

Sub: Invitation for Expression of Interest from ICMR/Govt. approved testing lab/agencies to Setup and Operate COVID-19 testing facility at NSCBI Airport, Kolkata.

Madam/Sir,

Airports Authority of India is engaged in providing passenger handling facilities at various airports across the country. As a part of upgradation of the provision of these services, AAI is also providing COVID-19 testing facility at major airports including NSCBI Airport, Kolkata.

This office invites Expression of Interest from ICMR/Govt. approved testing lab/agencies to setup and operate COVID-19 testing facility at NSCBI Airport, Kolkata which may enhance your business opportunity and will show a new business model.

The EOI documents can be downloaded from AAI website or obtained from AAI Operational Office Complex, Jessore Road, NSCBI Airport, Kolkata from the office of General Manager (Ops)/TM free of cost.

The salient features of the EOI are as under:

1. The Concession will be awarded for setting up Covid-19 testing facility at NSCBI Airport, Kolkata to carryout RTPCR and Rapid PCR testing for COVID 19
2. The last date of receipt of EOI shall be 20.05.2022 @ 1700 hours and the sealed EOI shall be opened on the 23.05.2021 at **1600 hrs** in the O/o Asst. General Manager (Operations), AAI Operational Offices Complex, Jessore Road, NSCBI Airport, Kolkata in the presence of the bidding agencies/their authorized representatives who wish to be present.
3. **Concession Period:** The period of concession will be 01(one) year with effect from the date of commencement of the facility or the completion of gestation period whichever is earlier. The concession period is further extendable upto another 01 (One) year as per requirement of AAI and as mutually agreed.
4. **Gestation period:** The gestation period will be **30** days from the date of acceptance of Letter of Intent to Award (LOIA). Acceptance of award letter shall be given by the agency within 10 days of issue of LOIA. The agency has to set up testing facility within

the gestation period failing which AAI reserves the right to take appropriate action including debarring the agency from participating in AAI tenders for a period of 01 (one) year. However, for any requests regarding extension of gestation period, the decision of the Airport Director will be final.

5. No EOI shall be considered from firm/company/agency falling under the following categories:
 - a) Having outstanding dues in respect of any of the Airports Authority of India managed Airports/ Civil Enclaves, except where the dues are equal to current month's Concession fee.
 - b) Debarred/blacklisted by CBI or AAI or Undertaking/Departments like Railways, Defence, or any other Dept. of Government of India, State Governments.
 - c) Parties facing action under PPE Act, with AAI.
 - d) Parties either 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. The associated firms/subsidiaries of such defaulting parties shall also not be eligible for consideration of tender.
6. No revenue share will be taken by AAI for this concession.

7. **SPACE ALLOCATION:**

Probable location of testing lab:

i) NSCBI Airport, Kolkata

- (a) Sample Collection Facility at Airport: A space of 2X2 Sqm shall be allotted to the agency on applicable space rent for sample collection booth. Any additional space, if required may also be allotted to the agency on applicable space rent subject to availability or when required by AAI.
- (b) Establishment of Path Lab at Airport: To establish Path Lab facility for RT-PCR/Rapid PCR testing at airport, the space will be allotted on applicable space rent. AAI shall charge space rent as per AAI norms for the space allotted to the agency.

AAI will allot space as per requirement and availability. Decision of Airport Director in this regard will be final.

At present, the monthly space rental charges currently at NSCBI Airport, Kolkata, are Rs. 2150/- per Sqm per month for Non – air conditioned areas and Rs. 3230/- per Sqm per month for Air conditioned areas plus applicable GST. The space rental charges are subject to escalation/revision policy as per AAI rules and regulations issued from time to time. The agency shall pay escalated/revised space rental without protest & demur.

8. **SELECTION CRITERIA:**

- a. At present, the charges for RT-PCR testing at NSCBI Airport, Kolkata is Rs. 500/- all inclusive. In case the Government prescribes any downward revision in RT-PCR testing charges after the award of concession by AAI then the same will prevail over the existing rate if the govt. approved rate is lower than the existing rate.
 - b. At present, the charges for RAPID-PCR testing at NSCBI Airport, Kolkata is Rs. 2900/- all inclusive.
 - c. One ICMR/Govt. approved lab/agency shall be selected based upon the selection criteria to setup and operate COVID-19 testing facility at NSCBI Airport, Kolkata. The selected agency must set up facility for RT-PCR and Rapid – PCR testing following ICMR/Central Government/State Government approved methods only issued from time to time. Any other testing methods as and when approved by ICMR/Govt. may be considered by AAI at NSCBI Airport, Kolkata. However, number of agencies may be increased depending upon the requirement and shall be decided by AAI
 - d. Bidders are to quote the rates for RT-PCR lesser than or equal to Rs.500/- all inclusive and that for RAPID-PCR lesser than or equal to Rs.2900/- all inclusive. The bidder who quotes the lowest sum of the rates of RT-PCR and Rapid PCR shall be considered as L1 and considered for award of License.
 - e. Decision of Airport Director, NSCBI Airport, Kolkata will be final and binding in the selection of agencies.
9. The successful agency will be required to enter into a Concession agreement with AAI. This EOI will form part of the Agreement.
 10. The successful agency shall pay Electricity and water consumption charges to AAI as per bills raised by AAI on a monthly basis which shall be inclusive of applicable GST. The Space Rental charges, Electricity, water consumption charges are subject to revision and escalation from time to time as per AAI guidelines.
 11. The successful agency shall pay Utility Facilitation Charges/Common Area Maintenance (CAM) charges at 10% of the applicable space rent every month.
 12. The successful agency shall deposit Security Deposit amount equivalent to 03 months space license fee for space allotted, plus applicable GST within 15 days of signing of agreement.
 13. The successful agency shall deposit Security deposit in respect of electricity charges of Rs. 50,000/- (Rupees Fifty thousand only).
 14. The successful agency shall deposit 5% of annual Space Rental fee as Utility Charges/CAM Charges Security Deposit subject to minimum deposit of Rs.10,000 and a maximum deposit of Rs.10 lakhs within 10 days of allotment of space.

15. Space rental security deposit and utility charges deposit can be submitted in the form of Demand draft / Pay Order/ Bank Guarantee from a Nationalized / Scheduled Bank in favour of Airports Authority of India, NSCBI Airport, Kolkata as per Annexure D. No Bank Guarantee shall be acceptable from Cooperative Banks (even scheduled) /Societies/Payment Banks or by means of FDR. No interest shall be payable on the security deposits. Bank charges shall be borne by the agency. In case additional space is allotted to the agency by AAI, additional security deposits shall be paid by the agency as applicable.

16. **SFMS confirmation of BG:** It is to be noted that along with physical BG; AAI has also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS (Structured Financial Messaging System) platform. The BG may be submitted in accordance with the following bank details:

Corporate Name: Airports Authority of India

Bank Name: ICICI BANK

IFSC Code: ICIC0000007

BG Advising Message: IFN 760COV (BG ISSUE)

IFN 767COV (BG AMENDMENT)

Unique Identifier Code: "AAIKOLKATA" in field 7037 of the BG advising message code.

While submitting the documents to BG issuing bank, the agency will also submit letter to the issuing bank as per Annexure – E

For availability of BG in SFMS platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV BG Amendment) via SFMS (Structured Financial Messaging System) as provided by SBI.

It is requested to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message — IFN 760COV/ IFN 767COV via SFMS

IFSC CODE: ICIC0000007

Corporate Name- Airports Authority of India

Field Number - 7037

Particulars (to be mentioned in Row 1): "AAIKOLKATA"

The physical BG must be submitted along with a copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

17. The successful agency shall submit a monthly COVID-19 testing report/Revenue statement (i.e. monthly GTO statement) in the prescribed format certified by the agency on its letter head to AAI before 10th of succeeding month. Further the successful agency shall also submit an Audited Chartered Accountant certified quarterly GTO statement on or before 10th of first month of the succeeding quarter to AAI.
18. In the event of failure to pay the bills raised by AAI for Electricity, Water charges by due dates, then simple interest @ 12% per annum will be payable on all delayed payments without prejudice to the Authority's other rights and remedies by the successful agency/.

19. AAI shall raise space license fee on or before 10th of every month. The successful agency has to make the payment of the space License Fees by 25th of the same month, failing which interest on delayed payment at the rate of 12% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.
20. Successful Agency will be permitted to charge only the lowest rate quoted in EOI for Rapid PCR from passengers/ end users and no other fee or service charges etc. will be allowed.
21. In case the Government prescribes any downward revision in RT-PCR/RAPID- PCR testing charges after the award of concession by AAI then the same will prevail over the rate fixed in the EOI if the govt. approved rate is lower than that fixed in the EOI. The testing lab/agency shall not charge RT-PCR/Rapid PCR testing fee more than lower of the amount as fixed by the Government or as fixed in the EOI.
22. Selected agency are to provide RTPCR and Rapid PCR testing facility. Any other testing for COVID 19 shall be provided as per ICMR/Govt. guidelines with the prior approval of AAI. The rates shall be approved by AAI.
23. Any violation of Govt./AAI Guideline or overcharging will lead to cancellation of the concession. Decision of Airport Director, NSCBI Airport, Kolkata will be final and binding on the selected agencies.
24. 10% (Ten) percent discount on the COVID-19 testing rates to be given to AAI staff.
25. The Successful agency/ has to deploy sufficient manpower and equipment at all times to cater to the passengers and adhere to the timelines given below:

The test report for Rapid –PCR test and RT-PCR test has to be delivered to the passenger within 60 minutes & within 04 hours respectively from the sample collection time. In such cases, where the agency defaults on the above prescribed time limits, the agency would be liable to be penalised by AAI as below:

Sl No.	Description	Leviable Rate
1.	Delay in RT-PCR report	50% of the rate for RT-PCR test for each complaint received
2.	Delay in RAPID- PCR report	50% of the rate for RAPID-PCR test for each complaint received

In case agency fails to pay the penalty same may be recovered from any of their Security deposits. Decision of the Airport Director will be final and binding in this regard.

26. It is the responsibility of the agency to collect the test charges from passengers/end users and AAI shall not be responsible towards collection of COVID-19 test charges whatsoever it may.

27. The testing lab/agency should have required ICMR approvals and other concessions/approvals as per norms/requirements of MoH & FW/State Govt.
28. The testing lab/agency shall depute well trained staff, having all necessary concession, for collecting samples/conducting RT-PCR/Rapid PCR test.
29. All required equipment, consumables etc. along with trained manpower shall be provided by the testing lab/agency providing RT-PCR/Rapid PCR facility.
30. The testing lab/agency shall ensure disposal of used items, PPE and Bio-Hazard waste as per directives of MoH&FW.
31. The testing lab/agency shall ensure compliance of all norms issued from time to time by ICMR/MoH&FW/ State Govt.
32. The agency shall make arrangement for submitting online data (real time) of passengers tested for RT-PCR /Rapid PCR test on daily basis as will be required by AAI.
33. No advertising / branding shall be permitted. Only signboard indicating the logo, the name of the agency and type of test facilities, the rates of the COVID-19 tests shall be permitted to be displayed. The Size of the board to be approved by AAI.
34. Agency shall obtain prior approval from AAI before installing any signboard/signage.
35. The successful bidder(s) are liable to pay all applicable Govt. Taxes/GST as applicable at the rates declared by Govt. of India / State Govt. from time to time.
36. AAI reserves the right to grant additional concession for similar COVID - 19 Testing facility or any other diagnostic testing facility and the concessionaire shall have no objection whatsoever and no exclusivity shall be claimed by the successful bidder(s).
37. The prospective bidder(s) are requested to read / study the terms & conditions of subject EOI document, may visit the site / airport and identify the space requirement subject to clearance from AAI before participating in the subject EOI and may satisfy themselves before submitting sealed offer. Request for reduction in any fee at any stage shall not be entertained by AAI.
38. The genuineness of equipment/infrastructure for sample collection and its report is the responsibility of the testing Lab/agency.
39. The selected agency should accept digital payment options such as UPI/Card transaction/Mobile wallets etc.
40. The selected agency shall have online registration/payment portal/website for registration/collection/refund of test charges from passengers and shall comply with Govt. regulations in this regard. Internet connectivity shall be arranged by the agency themselves at no cost to AAI.
41. The onus of authenticity of the test report lies with the testing lab/agency and shall share the details to Government if required to do so.
42. The testing lab/agency have to compulsorily follow all the Covid-19 testing protocol of State Govt./Central Govt./ICMR/any regulatory body as the case may be.

43. (i) The selected agency also undertakes to keep AAI harmless against any action, proceedings, claims or demands of any person made against the AAI in respect of or as a result of the business/Activity carried out by the Selected Agency committing any breach of the provisions any statutory regulation or in consequence of any act of commission or default of the selected Agency, its servants, agents or workmen and against all costs, charges and expenses which AAI may have to pay, incur or sustain by reason of any such action, proceedings, claim or demand or otherwise in relation hereto.
- (ii) The AAI shall not be responsible in any way for loss or damage by any means caused to the stock or property or belongings of the selected Agency or its staff or representative in the area allotted, arising for any cause whatsoever.
44. The prospective bidders are requested to go through the EOI 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 license fee/Space rent will be entertained by AAI at any stage for whatever reasons.
45. The staff engaged for sample collection should be certified/trained as per Government norms.
46. The testing lab/agency are responsible for upkeep/cleanliness and maintenance of the space allotted to them on daily basis.
47. No tie-ups/franchisee/sub licensing arrangements will be allowed and the selected agency have to directly operate the counter under their brand name.
48. The contract can be terminated:
 - a. By AAI or the licensee by giving 30 days of notice, without assigning any reasons.
 - b. Terminated by AAI on a short notice on account of unsatisfactory performance.
49. On account of non-acceptance of award or on account of non-completion of EOI conditions within the prescribed time, the testing lab/agency shall be liable to be debarred by AAI for further participation in the tenders/EOI at its airports or at any other place under the control of AAI, for a period of one (01) year.
50. The selected Firm/Agency/company shall start the said work from the date as decided by the Authority.
51. The following to be completed within a period of 10 days of issue of award letter;
 - a) Acceptance of the offer
52. The following to be completed within a period of 15 days of issue of award letter;
 - a) Signing of Concession Agreement with AAI
 - b) Payment of all Security Deposits as mentioned above.

53. **Submission of Bid:**

Interested ICMR approved testing lab/agency are required to submit the documents mentioned under Qualifying bid (particulars below) SEALED in ENVELOPE 'I' and financial offer in the prescribed format as "Annexure - C" in ENVELOPE 'II' and both the Envelopes I & II are to be SEALED in 'MASTER ENVELOPE'. A master envelope containing both the Envelopes I & II should be duly sealed SUPER SCRIBING- Expression of Interest (EOI) to setup and operate COVID-19 testing facility at NSCBI Airport, Kolkata at below address:

Assistant General Manger (Operations)
3rd Floor, Operational Offices Complex,
Airports Authority of India,
Jessore Road
NSCBI Airport,
Kolkata- 700052
Contact: stiwari@aai.aero

Last date/Time for submission of EOI	20.05.2022	1700 hrs
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A. **Qualifying Bid/ Envelope I Contents:** Envelop 1 shall contain the following documents (duly signed by authorized person):

- i. Signed copy of Expression of Interest (EOI) documents either downloaded from website or obtained from AAI.
- ii. Registration Certificate of the testing lab/agency with appropriate Authority (Central Govt./ State Govt./ Regulatory Body/ Municipal Corporation, etc).
- iii. Copy of Valid PAN.
- iv. Copy of Valid GSTN.
- v. Copy of the Document related to ICMR approval for COVID-19 tests.
- vi. Copy of the Document related to NABL accredited Laboratory.
- vii. Unconditional Acceptance of AAI terms (ANNEXURE- A)
- viii. Self-declaration of "No dues" with Airports Authority of India (in agency letter head)
- ix. Bank account details like IFSC code and Account No. etc.
- x. Undertaking regarding the testing lab/agency is not Blacklisted by any State Govt./Central Govt./ Public sector undertaking to be executed on Non- Judicial Stamp Paper of Rs.100/- or as per applicable State Rules (ANNEXURE -B)

B. Financial Offer/ Envelope II: -

- i. The Envelope 'II' should contain only the financial offer by the participant in the form as per ANNEXURE – C.
- ii. In case of any discrepancy between the amount offered in figures and words, the offer written in words shall only be considered.

Financial bids of only those testing lab/agency who fulfill all the technical qualification criteria will be opened.

54. **Critical Dates:** -

S. No	Activity	Date	Time in IST
1	Publishing of EOI	04.05.2022	1600hrs
2	Last date/Time for submission of EOI	20.05.2022	1700 hrs
3	Opening of Qualifying Bid/Envelope I	23.05.2022	1600 hrs
4	Opening of Financial Bids/ Envelope II	30.05.2022	1600 hrs

55. Testing Lab/Agency are requested to satisfy themselves about their capabilities to set up the facilities as per timelines given above and submit their EOI accordingly. Necessary approvals from concerned authorities for operating COVID -19 testing lab at NSCBI Airport, Kolkata need to be taken by the agency.
56. EOI submitted without any of the documents stated at Qualifying Bid and Financial offer above will not be considered.
57. AAI reserve the right to seek any clarification or additional documents related to Qualifying Bid above if the same is warranted.
58. AAI reserves to itself the right to reject any or all the EOI without assigning any reason thereof and to call for any other detail or information from any of the party.
59. In case the documents submitted by the firm along with EOI are found false / incorrect, the offer of the firm will be liable to rejected by giving reasons. In addition, AAI reserves its right to debar the testing lab/agency from participation in the further EOI of AAI for a period of one year.
60. The successful agency shall comply with the guidelines issued by the State Government/ Central Government/ICMR/any regulatory body from time to time of the said matter related to COVID-19 Test Reports.
61. Security deposit will be refunded subject to clearance of all the dues payable to AAI before vacation of the premises.
62. AAI reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Testing Lab/ Agency to vacate the premises immediately and accept the said alternate location. The Testing Lab/

Agency shall not be entitled to claim any compensation or revision in the concession fee on this score. Expenses of any kind for establishment and rendering of the services due relocation shall be incurred by the Testing Lab/ Agency.

63. Only the bare space (AC/Non AC) will be allotted to the agency. The cost of setting up laboratory has to be borne by the concessionaire. All equipment/kits/machines/support systems/qualified manpower etc. for operating the lab has to be brought in by the Concessionaire at own cost. Further all the cost related to design, fabrication and related civil/electrical works has to be borne by the Concessionaire.
64. Successful agency shall install electricity and water meters as approved by concerned engineering departments of AAI for billing of consumption of electricity and water charges before commencement of facility. Cost of meters and installation to be borne by the agency.
65. **Admission to Site:** Necessary entry passes will be obtained by the testing lab/ agency from the concerned issuing authorities for working in passenger and non- passenger areas. Applicable fees for obtaining the passes shall be paid by the health service provider. The health service provider has to make arrangements for obtaining AVSEC training, police verification and security clearance for his agency and staff. Also, it is the duty of the testing lab/ agency to ensure that airport passes are treated with utmost sanctity and are not allowed outside the airport premises.
66. Other testing methods for COVID-19 testing as and when approved by the appropriate authorities i.e., ICMR/ Government may also be permitted to be carried out at the facility.
67. The successful agency is only permitted to carry out the COVID-19 testing at the facility setup at the airport. The successful agency is not permitted to carry out any other diagnostic tests at facility setup at the Airport.
68. AAI will not be responsible in any way whatsoever for the quantum of the business of the successful agency and shall not entertain any claim for rebate on any fee charged by AAI. Decision of APD will be final. The agency shall not be entitled for any rebate in case, as per Govt. directives COVID-19 testing is withdrawn from Kolkata Airport.
69. All revision in rates charged by the successful agency shall be with the prior approval of AAI only.

GENERAL TERMS AND CONDITIONS

AAI i.e. the Authority hereby covenants with the concessionaire as follows:

1. The Concessionaire, 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 Concessionaire paying the bills raised by AAI plus applicable GST and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the concessionaire under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority. 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 Concessionaire shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this concession or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his concession or any part thereof.
(b) The Concessionaire shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
6. The Concessionaire his agents and personnel 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 concessionaire 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 concessionaire is allowed to carry on under this agreement and to the area in which the said premises are located.
7. (a) The Concessionaire 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 concessionaire 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 caused to the concessionaire's stock or property.

8. The concessionaire shall employ only such personnel to as shall have good character and as well behaved and skilful in their business. He shall furnish to the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all personnel 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 personnel employed by him shall be under the general discipline of the Authority and shall confirm to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
9. Damage to 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 concessionaire, 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 concessionaire to replacement and call upon the concessionaire to reimburse cost thereof which the concessionaire undertakes to pay forthwith on demand.
10. The concessionaire 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 concession.
11. On expiry of the concession period or on termination of the concession by the Airport Authority on account of any breach on the part of the concessionaire, the concessionaire 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, concessionaire 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 Concessionaire 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 Concessionaire by public auction to recover the cost. The concessionaire shall not be entitled to raise any objection in such eventuality.
12. The concession 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 concessionaire but shall be construed to be only as a concession in terms and conditions herein contained.
13. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises. The provision of AAI (Amendment) ACT 2003 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 including

taking action against unauthorized occupants.

14. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there- under which are now enforce or which may here- after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the concessionaire 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.

Before making a reference to Dispute Resolution Committee, the concessionaire will have to first deposit the disputed amount with AAI and the consent shall be given by the concessionaire 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 concessionaire 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 concessionaire shall continue to pay the full amount of concession fee / dues regularly as per the award / agreement and perform all covenants of the agreements.

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.

15. The concessionaire shall employ well-groomed persons with pleasing personality having good communication skills. They will display utmost courtesy towards the passengers. The employees of the concessionaire while on duty shall be well dressed with proper uniform, to be provided by the concessionaire at his / or her cost and shall display the identity cards along with name badges.
16. No rebate in space rent 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.
17. The concessionaire shall abide by all the rules and regulations of Labour Laws/social service schemes viz. ESI, EPF, minimum wages act etc. applicable from time to time.

18. The Concessionaire shall undertake Police Background Checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Police Commissioner in respect of their employees (PVC obtained by the individual prior to the employment is not valid). Background checks shall be conducted at all the places of the applicant's residence in the previous one year and of his criminal history, if any. A valid Indian Passport issued in the previous 05 years shall be considered in lieu of background check, provided there is no change in the residential address.
19. After obtaining Police Verification Certificate, the Concessionaire shall ensure that their employees shall attend one-day AVSEC Awareness Training.
20. The Temporary Aerodrome Entry Permit (TAEP) initially for a period of 30 days will be issued by Airport Director, Airports Authority of India (AAI) following the due procedures, to commence business inside the Airport.
21. Immediately thereafter, formalities to comply with the instructions of BCAS i.e. obtaining Provisional Security Clearance/ Security Clearance through 'E-sahaj' Portal and submission of Security Programme, are to be strictly adhered to Necessary assistance/ guidelines, if required may be obtained from the Airport Operator/ BCAS in this regard. The above are mandatory requirements for continuing business in the Airport premises.
22. The Entities who have already obtained Security Clearance for their operations in other region(s), should intimate RO, BCAS NSCBI Airport, Kolkata accordingly duly enclosing (i) Intimation Letter regarding establishing their business in NSCBI Airport, Kolkata, (ii) Security Clearance issued by BCAS, HQ, (iii) Provisional Security Clearance(s) issued by the RO, BCAS, of other Region(s), (iv) Written Contract Agreement by the Airport Director, NSCBI Airport, Kolkata, v) Authorised Signatory for NSCBI Airport, Kolkata and vi) Security Programme for NSCBI Airport, Kolkata.
23. Failure to comply with any of the above instructions will entail suspension or withdrawal of TAEP/ AEP issued. Applicable fees for obtaining the passes shall be paid by the Testing Lab/ Agency.
24. Concessionaire shall ensure that permits/sanction of Central Govt./State Govt./Local Govt. Bodies are obtained and displayed at Appropriate places. The Authority shall not entertain any rebate / claim of damages / consequential loss etc. on this ground.
25. In case any employee is found engaged in doing any other work which is not relevant to the scope of this concession, his entry permit shall be confiscated and cancelled and the concessionaire shall dispense with his services forthwith and arrange replacement in his place immediately.
26. The above Terms and Conditions shall form the part and parcel of the agreement.
27. All the above guidelines will form part of the EOI.

ANNEXURE - A

**ACCEPTANCE LETTER
(TO BE SUBMITTED IN “ENVELOPE -I”)**

To

The Airport Director
Airports Authority of India
NSCBI Airport,
Kolkata – 700052
West Bengal

Sir,

Sub : ACCEPTANCE OF AAI’S EXPRESSION OF INTEREST CONDITIONS – Reg.

1. The Expression of interest documents to **“Setup and Operate COVID-19 Testing Facility at NSCBI Airport, Kolkata”** have been issued to us by Airports Authority of India and I / We hereby certify that I / we have inspected and read the entire terms and conditions of the document and I / We shall abide by the conditions / clauses contained therein.
2. I / We hereby declare that I/We have inspected the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter submitting the bid.
3. I / We hereby unconditionally accept the Expression of interest conditions of AAI’s Expression of interest documents in its entirety for the above service.
4. ‘That 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 will immediately report it to the Appropriate Authority of AAI’.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

Place :

Date:

ANNEXURE - B**DECLARATION BY THE ICMR approved Lab/Agency****(TO BE SUBMITTED IN “ENVELOPE/QUALIFYING BID”)**

(To be executed on Non-Judicial Stamp Paper of Rs.100/- or as per applicable State Rules by the Testing Lab/ Agency)

I /We, the undersigned do hereby declare that, I /We have never ever been blacklisted and/or there were no debarring actions against us for any default in supply of material/equipment by the Airports Authority of India. The firm or its partners or its Directors havenot been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/ World health Organization etc., or any Indian State/Central Governments Departments or Public Sector Undertaking of India .In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid /contract shall be liable for truncation/cancellation /termination without any notice at the sole discretion of the purchaser.

Signature of the Authorized Signatory:

Name:

Designation:

Date:

Seal:

E-mail Address:

ANNEXURE- C

**AIRPORTS AUTHORITY OF INDIA
NSCBI AIRPORT, KOLKATA
FORM OF EXPRESSION OF INTEREST (EOI)
(FINANCIAL OFFER)
(TO BE SUBMITTED IN "Envelope-II")**

a	EOI (Name of Concession)	Setup and Operate COVID-19 testing facility at NSCBI AIRPORT, KOLKATA.
b	Period of Concession	01 (one) year (Extendable by 01 year as per AAI requirement)
c	Name, Address and contact of the ICMR approved testing lab/Agency (in block letters)	
d	Rate offered for RAPID – PCR test (all-inclusive charge including GST, if any)	Rs. (In figures) Rupees (In words)
e	Rate offered for RT-PCR test (all-inclusive charge including GST, if any)	Rs. (In figures) Rupees (In words)

1. I/We have carefully read and understood the terms and conditions of the concession as contained in EOI documents issued by the Airports Authority of India (AAI) and we undertake to abide by all the conditions of the same.
2. AAI reserves itself the right to reject the conditional offer without assigning any reasons thereof.
3. The AAI does not bind itself to accept the lowest or any EOI and reserves to itself the right of accepting the whole or any part of the EOI and the concessionaire shall be bound to provide the service.

Note: - The Form shall contain no interline insertions, erasures or overwriting. Any correction if necessary shall be made by scoring the incorrect figures / words and shall be signed by the person or persons signing the EOI.

Signature of the Authorized Signatory with Office seal:

Name:

Designation:

Address:

Tel No./ Mobile No:

Email Address:

ANNEXURE- D**FORM OF BANK GUARANTEE**

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

WHEREAS by a Concession Agreement/Award letter dated _____ made between (or issued by) AIRPORTS AUTHORITY OF INDIA, the licensor (hereinafter called "the AUTHORITY) of the one part and _____ (hereinafter referred to as "the Concessionaire") of the other part, the Authority _____ has granted to the Concessionaire the Concession for _____ at _____ Airport, _____ (Name of City) and the other charges and for the due and performance of the covenants and conditions as stated or contained in the said concession Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the concessionaire 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 Concessionaire, any sums of money at any time or from time to time demanded by the Authority on account of the Concession Fee and Royalty and other charges due from the Concessionaire (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 Concessionaire of any of the terms or conditions of the said Concession Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Concessionaire may have against the Authority or any dispute raised by the Concessionaire 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 Concession Agreement without any consent or knowledge of the concessionaire.
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 Concession Agreement made between the Authority and the Concessionaire and or any act of omission on part of AAI or any indulgence to the Concessionaire 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 Concession 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 Concessionaire or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange

Regulations and other applicable laws as in force in India.

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

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and six (6) months thereafter.
- ii. This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto one hundred eighty (180) days from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank Name

Dated :

Place:

Witnesses:

ANNEXURE – E

Request Letter: Transmission of Bank Guarantee Cover Message to be submitted by applicant to BG issuing bank

Date:

The Manager,
(Bank)
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir/Madam,

I/We, _____, request you to include unique identifier “AAIKOLKATA” in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (IFSC-ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

ANNEXURE – F**CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER:****I. MASTER ENVELOPE:**

Sl. No.	Particulars	Enclosed(Yes/No)
A	ENVELOPE - I	
B	ENVELOPE - II	

A. ENVELOPE – I:

Sl. No.	Particulars	Enclosed(Yes/No)
1	Signed copy of Expression of Interest documents either downloaded from website or obtained from AAI.	
2	Registration Certificate of the Testing Lab/ Agency with appropriate Authority (Central Govt. / State Govt. / Regulatory Body / Municipal Corporation, etc).	
3	Copy of Valid PAN	
4	Copy of Valid GSTN	
5	Copy of the Document related to ICMR approval for COVID-19 test.	
6	Copy of the Document related to NABL accredited Laboratories.	
7	Unconditional Acceptance of AAI terms (ANNEXURE- A)	
8	Self-declaration of “No dues” with Airports Authority of India (in agency letter head)	
9	Bank account details like IFSC code and Account No. etc.	
10	Undertaking regarding the Testing Lab/ Agency is not Blacklisted by any State Govt./Central Govt./ Public sector undertaking to be executed on Non- Judicial Stamp Paper of Rs.100/- or as per applicable State Rules (ANNEXURE -B)	

II.ENVELOPE – II:

Sl. No.	Particulars	Enclosed (Yes/No)
1.	Financial offer by the participant in the form as per ANNEXURE – C	

ANNEXURE :GDraft Licence Agreement

SUBJECT: Grant of License to **SETUP AND OPERATE COVID-19 TESTING FACILITY** at NSCBI Airport, Kolkata.

THIS AGREEMENT ("Agreement") made and executed at _____ on this _____ day of _____ Two Thousand _____ by and between:

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority (Act 55 of 1994) and having its corporate office at New Delhi-110 003 and branch office at Kolkata Airport, represented by **Airport Director, Kolkata Airport**, 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 Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

and

_____, a Proprietorship Firm/ Partnership Firm/ LLP/ Company incorporated under the Company Act 2013, represented by _____ and having its registered office at _____ (hereinafter called the "Concessionaire/Licensee" (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in "Law" to grant license at its NSCBI Airport, Kolkata for the purpose of **"SETUP AND OPERATE COVID-19 TESTING FACILITY at NSCBI Airport, Kolkata"**, so as to provide amenities and facilities to the passengers and visitors at Kolkata 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 license.

NOW, THEREFORE, this indenture witnesseth:

1. That the license for the said facility shall be valid for the period of **01 (one)** year from _____ to _____, unless terminated earlier on account of following;

- a. By giving 30 days of notice in writing from either side without assigning any reason.
 - b. Terminated by AAI on a short notice on account of unsatisfactory performance.
 - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. AAI shall raise space license fee on or before 10th of every month. The successful agency has to make the payment of the space License Fees by 25th of the same month, failing which interest on delayed payment at the rate of 12% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

Year	Amount Of Monthly License Fee
1 st year	_____ + GST applicable on time

In addition to licence fee, the licensee has to pay GST as applicable and CAM/ facilitation charges @ 10% of the applicable space rent i.e., Rs..... per sqm per month for sqm.

4. 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.
5. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in "Laws".
6. That the Licensee shall make payment of license fee etc. either by cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.
7. That the licensee shall deposit a sum of Rs. _____ /- (Rs. _____ only) i.e. an amount equal to _____ months of license (based on _____ year license fee) fee as Security Deposit in the form of Demand Draft / Pay order / RTGS/NEFT/ Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Airport Director, AAI, _____ Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. 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.

9. That 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 including labour licence, PF and ESI etc.
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 License for similar Facility at the airport premises where the Licensee is rendering such services.
12. That Authority shall provide bare space for the subject service 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 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.
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 any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise 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.

16. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide 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 must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year.
19. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI tender. However, in case the licence 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.
20. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 30 days' notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 30 days' notice in writing without assigning any reason thereto.

21. 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 health service provider 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 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 by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the Licensee 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 concession/license has been terminated within 50% of the license period or the Licensee has not served the requisite notice of 30 days, for surrender of license/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee shall be forfeited as demurrage charges, as per the details below:

Sl. No.	If termination of concession/license occurs	Security deposit equivalent to current license fee to be forfeited (in months) Contract period : 1 year
i.	Before 50% of contract period	2
ii.	Between 50% to 75%	2
iii.	Between 75% to 100%	1

NOTE: If the licensee does not operate the license upto 50% of the contract period then the Licensee is liable to be debarred for one year from the date of issuance of orders.

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

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

23. 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 determine

the license 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.

24. Acceptance of award letter and EOI conditions shall form part and parcel of the license agreement.

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

26. Compliance of prevailing security norms etc from time to time shall be ensured by the party/ licensee. For any information / clarification pertaining to prevailing security norms and compliance thereof etc., you are requested to please contact Security Directorate, AAI, Kolkata and Bureau of Civil Aviation Security, Kolkata Airport. The security directorate, AAI, Kolkata and BCAS, Kolkata may be contacted on following telephone numbers:

- (i) Security Directorate, AAI, Kolkata – 033 3987 4007.
- (ii) BCAS, Kolkata Airport – 033 2511 2030/2033.

Signed by _____ Airport Director, Airports Authority of India,
NSCBI 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. _____