



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

AIRPORTS AUTHORITY OF INDIA
BAGDOGRA AIRPORT

**E-TENDER FOR
OPERATING AAI STAFF CANTEEN
IN O/o AIRPORT DIRECTOR, GROUND FLOOR,
ADMINISTRATIVE BUILDING, BAGDOGRA AIRPORT**

MAY-2022

E BID NO. 2022_AAI_115751_1

AIRPORTS AUTHORITY OF INDIA

TENDER SUMMARY

1.	Name of the Facility	AAI Staff Canteen in O/o Airport Director, Ground Floor, Administrative Building, Bagdogra Airport.
2.	Monthly Reserved License Fee (MRLF)	Rs.1/ - p.m. (Rupees One only)
4.	Cost of Tender	Rs.2000/ - (non-refundable) inclusive GST
5.	Period of Contract	03 (THREE) YEARS
6.	PublishDate & Time	13.05.2022 (16:30 hrs.)
7.	Bid/Tender Document Download/ Sale start Date & Time	13.05.2022 (17:30 hrs.)
8.	Bid Submission Start Date & Time	13.05.2022 (18.00 hrs.)
9.	Bid Submission End Date & Time	06.06.2022 (17:30 hrs.)
10.	Bid Opening Date & Time	07.06.2022 (17:30 hrs.)
11.	Date of Opening of Financial bids	14.06.2022 (16:00 hrs.) or any change in date will be the discretion of Airport Director, same will be intimated.

**O/o THE AIRPORT DIRECTOR,
AIRPORTS AUTHORITY OF INDIA,
BAGDOGRA AIRPORT
NOTICE INVITING E-TENDERS (NIET)**

Subject: AAI STAFF CANTEEN IN O/o AIRPORT DIRECTOR, GROUND FLOOR, BAGDOGRA AIRPORT.

Starting date of Sale/Downloading of e-Tender Documents	Last Date for Online Submission of e-Tender Documents (Technical & Financial)	Date of Opening of Technical Bids	Date of Opening of Financial Bids
13.05.2022 (17:30 hrs.)	06.06.2022 (17:30 hrs.)	07.06.2022 (17:30 hrs.)	14.06.2022 (16:00 hrs.) or any change in date will be the discretion of Airport Director, same will be intimated.

E-Tender documents indicating full details of the license will be available on AAI website www.airportsindia.org.in or www.aai.aero and NIC CPPP E-Tendering Portal at etenders.gov.in.

This Tender Document Contains:

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IMPORTANT:

- Participants are advised not to give any conditional tender and adhere to the terms & conditions indicated in the tender documents provided by AAI.
- Conditional Tenders would be summarily rejected.
- Participants are required to upload the documents after making proper diligence study.

Tender Issuing Officer

**AIRPORTS AUTHORITY OF INDIA
BAGDOGRA AIRPORT
NOTICE INVITING E-TENDER**

Tenders (through E-Tendering process) are hereby invited for granting Licence for the following at Bagdogra Airport.

NAME OF THE FACILITY WITH LOCATION	MINIMUM RESERVE LICENSE FEE (MRLF)	Tender Cost	Earnest Money Deposit (EMD)
AAI STAFF CANTEEN IN O/o Airport Director , Ground Floor, Bagdogra Airport Dining Hall – 35.24 sqm(approx.) Kitchen – 18.88 sqm(approx.) Total area – 54.12 sqm (approx..)	Rs. 1/- (Rupees One only) per month	Rs.2000/- (Rupees Two Thousand only)	Rs.50,000/- (Rupees Fifty Thousand only)

Note :

- i. Offer below MRLF will not be considered for award.
- ii. The quoted License Fee against MRLF shall be subject to annual compound escalation @10%. GST and other Tax will be applicable over and above License Fee or at the rate as decided by AAI from time to time.
- iii. In case of any increase in the area for operating AAI Staff Canteen facility, the licence fee shall be enhanced on pro-rata basis.
- iv. The successful tenderer is liable to pay over and above the quoted License Fee with all the applicable taxes, statutory levies, fees including GST applicable at the rates declared by Govt. of India/State Govt./Local authorities from time to time.
- v. The agency who offers highest license fee above MRLF will be considered for grant of license.
- vi. The location of counters is subject to change at any time as per availability of space and operational requirement during the currency of licence and shall be at the discretion of AAI and the licensee has to shift the facility without any cost to AAI.
- vii. Gestation period of thirty (30) days or actual commencement of commercial operation whichever is earlier will be permitted. For cases of all the contracts that have been extended or the contract is bagged by the same party and the subsequent award letter is ipso facto extension of the contract as far as the period is concerned, no gestation period will be granted. The gestation period will be counted from the date of issuance of letter of intent / award to the successful bidder.
- viii. The licensee has to ensure all the compliances including security compliances, fabrication of shop etc. within the gestation period itself. Claim for additional gestation period or rebate on account of any non-compliance by the licensee within the gestation period shall not be entertained by AAI at any stage.

- ix. The area for the said facility shall be. 54.12 Sqm (approx.) including Dining Hall- 35.24 Sqm (approx.), Kitchen= 18.88Sqm (approx), or as decided by AAI. However this would be subject to actual joint measurement of the site.
 - x. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.
 - xi. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.
1. **The period of licence shall be 03 (Three) years from the date of actual commencement of commercial operation or 30 days from the date of award, whichever is earlier.**
 2. **Parties having experience (*) of 3 years in running a good quality restaurant/ fast food joint/ cafeteria in their own name at airports/ railway stations/ bus stands/ any govt. offices or PSUs and malls.**
 3. Parties/individuals fulfilling the following criteria are eligible to participate in the tender:
 - a. The party should have same type of business during last 03 years.
 - b. Self-attested copies of the valid PAN Card & GST registration no. 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 Accounts/Balance Sheet of the sole proprietor concern or a partnership firm, annual report in case of a company as per 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. Self-attested copy of FSSAI Licence / Food Licence from the Competent Authority.
 - f. Gestation period will be 30 days or actual commencement of commercial operation whichever is earlier, will be allowed. No gestation for existing agency. Scanned copy of Documentary evidence establishing these requirements/criteria must be submitted by the bidders/ tenderers in the Cover-II.
 4. Only one tender document shall be sold/downloaded to/by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as a single party and one legal entity.
 5. 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 Undertaking/Department like Railway, Defence or any other Department of Govt. of India, State Govt. Deptt. 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.

NOTE: The parties purchasing the tender shall be required to submit a declaration to this effect for Clause- 4 on a Non-judicial stamp paper of Rs. 1000/- (Rupees One Thousand only) duly attested by a notary public.

6. E-Tender documents indicating full details of the licence can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at **etenders.gov.in**.
- The bids shall be submitted only on the NIC CPPP E-Tendering Portal at **etenders.gov.in**.
 - The bids shall not be accepted in any other form.
 - The e-tendering process is online on NIC CPPP E-Tendering Portal at **etenders.gov.in**.
 - Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at **etenders.gov.in**.
 - Clarification needed, if any may be sent through NIC CPPP E-Tendering Portal only.
7. (i) The Bidders are required to furnish Cost of tender fee (non-refundable) amounting to **Rs. 2,000/- (Rupees Two Thousand only)**. The tender cost shall be deposited online through payment Gateway on CPP Portal. No other mode of payment shall be accepted.
- (ii) The Bidders are also required to furnish Earnest Money Deposit of **Rs.50,000/-(Rupees Fifty Thousand Only)**. The EMD shall be deposited online through payment Gateway on CPP Portal. No other mode of payment shall be accepted.
- (iii) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) made through online mode i.e. payment gateway on CPP Portal is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- (iv) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.

8. Mode of Bid Submission :

Bids shall be submitted online only at NIC CPP e-portal website: www.etenders.gov.in. Bidders / Contractors are advised to follow the instructions / guidelines provided at "Bidders Manual Kit" & "Help for Contractors" for online Bid Submission".

Further it may be noted that tenders which are duly submitted on e-tender portal (CPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and Help Files available in the NIC CPP e-portal. In case of any difficulty, bidders may contact the Help Desk numbers and email IDs provided in the CPP portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

E-bids shall be submitted in 2 COVERS online bidding system. The following Two Covers shall be submitted through online at NIC CPP e-portal by the bidder:

COVER-I (TECHNICAL COVER):

The tenderer shall submit their application by downloading the "e-Tender

Notice/Tender Document” from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned **under CLAUSE-3 OF GENERAL INFORMATION/GUIDELINES OF NIT (ANNEXURE-II)** in the “Cover-I (Technical Cover)” on the CPP portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. **Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of Tax deduction at sources certificate in support of their claim for having experience of stipulated value of work,** and

COVER-II (FINANCIAL COVER):

Containing the FINANCIAL E-BID through CPP portal : All rates shall be quoted in the format uploaded in the CPP e-portal and no other format is acceptable. The tenderer shall upload the digitally signed **Price Schedule (.xls type file) in COVER-II(Financial Cover) as per CLAUSE-4 OF GENERAL INFORMATION/GUIDELINES OF NIT (ANNEXURE-II).**

9. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app> , shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AAI.

Each document submitted in COVER-I should be signed by the authorized representative of the tenderer. The authorization (power of attorney) should be on non-judicial stamp paper of Rs.100/-duly attested by NOTARY PUBLIC.

10. Bid Opening Process is as below :

COVER-I(TECHNICAL COVER): Containing scanned copy of Technical documents/ certificates (uploaded by the bidders) shall be opened on **07.06.2022(17:30hrs.).** If any clarification is needed from the bidder about the deficiency in his uploaded documents in **Cover-I**, he will be asked to provide it through “Upload Short Fall Documents” link in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

The intimation regarding acceptance/rejection of their bids will be intimated to the bidders through e-tendering portal.

COVER-II (FINANCIAL COVER): **Containing the Financial e-bid through CPP portal.** The financial bids of the Agency/individual found to be meeting the qualifying requirements and technical criteria shall be opened on **14.06.2022 (16:00 hrs.).** **(Depending on Technical Bid evaluation, any changes in the date shall be intimated through /uploaded in CPP e-portal).**

11. AAI reserves to itself the right to reject conditional e-tender without assigning any reason thereto.
12. 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 of information from any of the tenderer (s).

13. GST and any other taxes imposed by government/local bodies shall be payable by the licensee on license fee.
14. AAI reserves the right to invite tenders and award licenses for similar facilities in future. The Licensee shall have no right to object.
15. Tenderers are requested to visit the site to assess the feasibility of business and thereafter may participate in the E-tender. No reduction in the licence fee or change of location will be entertained by AAI at a later stage .
16. AAI will not be responsible for any monetary loss due to poor business, etc. and no request for reduction of license fee will be accepted.
17. The successful tenderer must necessarily operate the contract for a minimum of 50% of the total period of contract, failing which the licensee may be debarred from participating in any commercial tenders of AAI, for a minimum period of 01 (One) year.
18. AAI reserves the right to disallow issue of tender documents to existing Licensee whose performance in any of the contract is below par or poor and has been issued letter or restrain/temporary/permanent debar by any department of AAI. AAI reserve the right to verify the documents submitted by the bidder at any stage (before or after award of the contract). If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the applicant/firm then AAI shall take following action:
 - (a) The bidder shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual /Legal action.
19. The License Fee will escalate 10 % every year.

**Airport Director
Bagdogra Airport**

“E-TENDER GUIDELINES TO THE BIDDERS”

1. E-tender Participation Requirements : Interested vendors willing to participate through e-quotation process are required to register themselves on the portal <https://etenders.gov.in> the process given below :
 - i. Click on the link “New bidder”. Apply for Access authentication User name and Password. The system generated user identification (UID) followed by Password is essential for downloading and participating in E-quotation. The quotation document is uploaded by AAI using digital signatures. However, digital signature is not required for downloading of quotation document. The portal can be **viewed through guest user (ID)** for getting tender details & other information at portal.
 - ii. Vendors who are already registered with the portal can use their existing User ID & Password to log into the portal.
 - iii. There is no registration fee applicable. However, bidder(s) shall have to pay RFP processing fees through electronic payment mode.
 - iv. Digital Certificates: Vendors are required to obtain digital certificate of Class III from authority duly certified from Govt. of India. (Please see www.cca.gov.in)
 - v. Bidders training support system: Detailed information in this regard have been provided to the bidders at the portal <https://etenders.gov.in> portal
 - vi. Training support system for registered bidders is given inside the portal and visible to the registered bidders only.

E-TENDERING GUIDELINES TO THE BIDDERS

<https://etenders.gov.in/eprocure/app>

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

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

Tel : 0120 – 4200462, 0120 –4001002
Mobile : 91 8826246593
E-Mail : support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E -Mail: cphp-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 [http:// etenders.gov.in](http://etenders.gov.in). The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800 -2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
 - b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”

4. **E-Tendering Participation Requirements:** Interested vendors willing to participate through e-tendering process are required to register themselves on the portal <https://etenders.gov.in/eprocure/appportal>. following the process given below :

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

Sl. no.	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (6Lines)	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Jr. Exe.(IT)	After 4 hours of issue	sanjeevkumar@aai.aero	011- 24632950, Ext - 3505	0930-1800 Hrs. (MON -FRI)
3.	Mrs. S.Nita AGM (IT)	After 12 hours	snita@aai.aero	011- 24632950, Ext- 3523	0930-1800 Hrs. (MON -FRI)
4.	General Manager(IT)	After 3 days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON -FRI)
5.	Bid Manager	After 12 hours	jidan@aai.aero	0631-2210094	0930-1800 Hrs. (MON -FRI)

*** The Helpdesk services shall remain closed on 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.

GENERAL INFORMATION/GUIDELINES

1. Tender Documents are not transferable.
2. Following bids shall be submitted through online only at NIC CPPP E-Tendering Portal at etenders.gov.in by the bidder/ tenderer :-
 - (i) The **Cover-I (Technical Cover)** e-bid through NIC CPPP E-Tendering Portal at etenders.gov.in
 - (ii) The **Cover-II (Financial Cover)** e-bid through NIC CPPP E-Tendering Portal at etenders.gov.in (Price bid template to be filled and uploaded in E-tender portals).
3. **The COVER-I (TECHNICAL COVER) BID shall be opened/scrutinized and shall contain basic documents specified as under (Bidders shall upload scanned copy of following documents in PDF format in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of Technical Cover) :**
 - 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 valid PAN Card & GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non -submission 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 Accounts/Balance Sheet of the sole proprietor concern or a partnership firm, annual report in case of a company as per 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) Self-attested copy of FSSAI Licence / Food Licence from the Competent Authority.
 - f) **TENDER FEE :**
 - (i) The Bidders are required to furnish Cost of tender fee (non-refundable) amounting to **Rs.2,000/- (Rupees Two Thousand only)**. The tender cost shall be deposited online through payment Gateway on CPP Portal. A copy of document indicating payment is to be uploaded in the technical bid. Non- payment of tender cost by the stipulated date & time shall lead to disqualification of tenderer(s).
 - (ii) The Bidders are also required to furnish Earnest Money Deposit of **Rs.50,000/-(Rupees Fifty Thousand Only)**. The EMD shall be deposited online through payment Gateway on CPP Portal. A copy of document indicating payment is to be uploaded in the technical bid. Non-payment of EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

Note:

EMD in the form of cash / Demand Draft or any other form shall not be accepted. Prospective Bidders shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of EMD to any AAI employee during the process of the tender. In no scenario, the prospective bidders are required to submit / contact any AAI employee for physical submission of any documents before opening of the bids. Tenders/bids without EMD shall not be considered.

Refund of EMD:

Step - I: After opening the tender, bid submitted successfully along with the online payment, the tender fee settled to "Tender fee settlement account" and EMD amount will remain in "Pooling Account"

Step – II: On Technical Evaluation: After submission of technical evaluation report on the CPP Portal, The EMD of Technically qualified bidders will remain in the pooling account" and EMD amount of rejected bidders will be refunded to their source account.

Step – III: On Financial evaluation: After submission of financial evaluation report on the CPP portal, the EMD of H1 bidder will remain in the pooling account" and EMD amount of rejected bidders will be refunded to their source account.

Step – IV: EMD refund of H1: After LOIA completion on the portal, the H1 bidders EMD amount will be refunded to their source account subject to following-

- Only after receiving the Bank Guarantee and its confirmation from the bank.

Or

- Adjustment of security deposit (SD) as per NIT condition.

- g) **NO DUES CERTIFICATE**, in case of ex-licensee/existing licensee from all airports as may be applicable.

(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-XII**)

(ii)**No dues certificate from AAI** : The party should also enclose the no dues certificate issued by AAI (**Up to 31.03.2022**) in respect of all airports under its control. (**as per Annexure-XIII**)

(iii) If the entity participating in the e-tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed in AAI e-tenders. A declaration to this effect has to be submitted by the party / tenderer. .(**as per Annexure-XII**)

- h) Form of unconditional acceptance of AAI's terms & conditions as per NIT, duly signed.(**as per Annexure-VI**)
- i) Copies of documents in respect of **ELIGIBILITY CRITERIA** required **as per Clause-2** and **Declaration as per Clause-4** on Non-Judicial Stamp Paper (**Rs.100/-**) of **Notice Inviting E-Tender (NIT)**.
- j) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of blacklisting or debarring affected by AAI, or any Government of India department, any Central or State public sector undertakings. (**NIL statement also to be submitted**) (**As per Annexure-XII**)
- k) Declaration of cases/action under PPE Act initiated by AAI. (**NIL statement also to be submitted**) (**As per Annexure-XII**)
- l) Declaration giving the details of outstanding dues (disputed/undisputed) (**NIL statement also to be submitted**) **As per Annexure-XII**)

- m) Experience documents (**as per Clause-2 of NIT**)
- n) The tenderer(s) shall give the list of his near relatives employed in AAI (**as per Annexure-IX**).
- o) Certificate from Chartered Accountant/Statutory Auditor in respect of Technical Capacity & Experience with UDIN No. (**as per Annexure-X**).
- p) Letter of undertaking for experienced claimed by bidder, (**as per Annexure-XI**).

NOTE: One set of scanned copy of complete pre-qualification documentation comprising of documents as listed at clause 3 (a to p) of the General Information & Guidelines shall be uploaded in Cover-II. In case tender uploaded by the tenderers is not accompanied by any of the documents stated above at Para 3(a to p), such tender shall not be considered.

IMPORTANT: AAI reserves the right to verify, refer any document to the concerned Authority of confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of Financial Bid.

4. Financial Bid - (Cover-II):

Bidders may please note that the Schedule of Quantities (SOQ) is uploaded in the portal. The same Schedule of Quantities (SOQ) shall be downloaded, opened and be filled in the blue colored editable (un-protected) cells only with their respective financial quotes /rates and other details (such as name of the bidder). No other cells should be changed. Once the details have been filled & completed, the bidder should save it and submit it online, without changing the filename. If the SOQ / BOQ file is found to be modified by the bidder, the bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided/uploaded only and no other format is acceptable.

The Financial e-bid should be in the prescribed format available at NIC CPPP e-tendering portal at etenders.gov.in and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer:

- Tenderer shall submit only one offer. Conditional offers or alternate offer will not be entertained and will be out rightly rejected.
- The tenderer should quote over and above the minimum reserve license fee of **Rs. 1/-** (Rupees One only) per month plus GST. In case of difference in amount of licence fee quoted in words and figures, the amount indicated in words shall be taken into account.
- Special care should be taken to indicate the offer in figures as well as in words, in such a way that interpolation is not possible.
- In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
- The amount of licence fee should be conspicuously entered both in figures as well as in words in the given columns.

- 5. On acceptance of the tender, the name of the tenderer, the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI to be intimated.
- 6. Silence or the use of the word "Noted" against any of the tender conditions shall mean tenderer agrees to comply with that/those conditions.

7.
 - 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) No party or legal entity is allowed to submit more than one tender.
 - c) In case of partnership firms, as it does not have any legal entity of 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.
 - d) 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 from/or before submission of tender (applicable for Tender downloaded from website). Also it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.
 - e) 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.
8. It may be noted that the Successful bidder may be debarred for further participation in AAI's tender(s) for a period of one year, on account of non-completion of the following:-
 - a) Acceptance of the offer within **15 days** from the date of award.
 - b) Payment of advance license fee for **Four month** within 15 days from the date of the award letter.
 - c) (i) Payment of Security Deposit equal to **last 04 (Four)** months of quoted license fees in the form of **Demand Draft/Pay order/Bank Guarantee** of a Nationalized/ Scheduled Bank in favour of **Airports authority of India Bagdogra** within **15 days** from the date of the award letter for the Licence. Bank Guarantee from Co-operative Bank or Gramin Bank will not be accepted. The validity of Bank Guarantee should be more than 03 months from the contract period and **No Interest** is payable on Security Deposit.
 - d) Execution of the Agreement within **15 days** of date of award letter, and,
 - e) Commencement of the facility within **30 (Thirty) days**. On receipt of the award letter, the party has to specify the gestation period, which cannot exceed 60 days, and is calculated from the date of award letter. Billing will start on expiry of gestation period or the date of Commencement of Business.
9. **E-Tender(s) will remain valid for a period of 180 days from the date of opening of the e-Technical Bid.**
10. The tenderer(s) shall give the list of his near relatives employed in AAI.
11. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives* of AAI employees.

12. 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. The party will also be debarred from participating in any tender of AAI for a period of **01 year**.
 - b) If any contract is terminated due to any illegal activity which is punishable under any of the laws of the land, then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty 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 has submitted any false/wrong/ concealment of information/document affecting eligibility criteria of the facility, in such case party is liable to be debarred for three **(03) years** from participation in AAI e-tenders.
 - d) If the licensee does not operate the license up-to **50%** of the contract period then the party is liable to be debarred for next **one year**.
13. Post bid and pre-bid query shall be carried out through e-mode only.
14. AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
15. AAI reserves the right to reject any or all tender(s) in part or full without assigning any reason.
16. All the above guidelines will form the part and parcel of the NIT.
17. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

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

**O/o Airport Director
Airports Authority of India
Bagdogra Airport**

LICENCE AGREEMENT

SUB: LICENCE FOR OPERATION OF AAI STAFF CANTEEN IN O/O AIRPORT DIRECTOR, GROUND FLOOR, ADMINISTRATIVE BUILDING, BAGDOGRA AIRPORT.

THIS AGREEMENT MADE THIS DAY OF TWO THOUSAND

BETWEEN

AIRPORTS AUTHORITY OF INDIA, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport New Delhi- 110 003 and office at Bagdogra Airport, Bagdogra represented by **AIRPORT DIRECTOR, AAI, BAGDOGRA AIRPORT, BAGDOGRA**, 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)

.....**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 assign of the Licensee.)

.....**OTHER PART.**

WHEREAS the Authority is entitled in 'Law' to grant license at its BAGDOGRA Airport, BAGDOGRA for the purpose of **LICENCE FOR OPERATION OF AAI STAFF CANTEEN IN O/O AIRPORT DIRECTOR, GROUND FLOOR, ADMINISTRATIVE BUILDING, BAGDOGRA AIRPORT**, so as to provide amenities and facilities to the employees 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 this license for the said facility shall be valid for the period of **03(THREE) YEARS** from to unless terminated on account of following:
 - a. By giving **60 days** notice in writing from either side without assigning any reasons.
 - b. Terminated by AAI on a short notice (10 days) in writing on account of unsatisfactory performance.
 - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.

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

YEAR	AMOUNT OF MONTHLY LICENCE FEE + GST+ OTHER TAXES + OTHER CHARGES (AS APPLICABLE)
1 st year	
2 nd year	
3 rd year	

3. That in addition to the above license fee, Licensee shall pay all chargers towards consumption of electricity and water as may be due as determined by the Authority and 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, assessment, out-going and other taxes as levied on the Licensee in 'Laws'.
5. That the Licensee shall make payment of License fee etc. by cheque/demand drafts drawn on local banks. No outstation cheques shall be accepted in payment of license fee, etc.
6. That in the event of failure to pay the license fee and other charges by due dates, the authority may without prejudice to other rights and remedies be entitled to charge penal interest @ 12% per annum be payable on all delayed payments 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 02 (two) months, the contract shall be terminated and the dues along with the penal interest shall be adjusted from the Security Deposit, without grant of any extension whatsoever.
7. That the Licensee shall deposit a sum of Rs. (Rupees only) i.e. an amount equal to **last 04 (Four) months of license fee, as Security Deposit** in the form of **Demand Draft/Pay order/Bank Guarantee** from a nationalized/ scheduled bank not being a co-operative or Gramin Bank in favour of **Airport Director, Airports Authority of India, BAGDOGRA Airport, BAGDOGRA (as per annexure VIII, A, B, C)**. In the event of the Licensee committing any breach of the terms and conditions of the license agreement, the Authority may without prejudice to other rights and remedies are entitled to forfeit/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the License the Authority shall return the Security deposit or part thereof which has not been forfeited as aforesaid to him, without interest.
8. That the Licensee shall 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.
9. 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 at 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.

10. 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.
11. That the 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 maybe, if so required, for the smooth operation of the services shall be provided by the Authority.
12. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and Authority shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
13. That the Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
14. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site & 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 & accept the said alternate premises. The entire expenditure on such shifting shall be borne by him & the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
15. That the Licensee shall use the premises for the bonafide purpose as provided in the agreement, more particularly described in the enclosed scheduled, for the use of all employees of Authority.
16. a) The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
b) The licensee may display the Name & Logo of the agency operating Staff Canteen on the front elevation. The maximum size should not exceed the maximum facia of 12 sqft. (as per the policy of ATM) so that the rights of advertisement licensee at the Airport are not conflicted.
c) Any other form of advertisement by the licensee like advertisement on disposal cups, plates, packing boxes, tissue papers, etc is not permitted.
17. 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 in any tender of AAI for a minimum period of one year. That the Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 days notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the licensee. The licence can be terminated by the Authority by giving 60 days notice in writing without assigning any reasons thereto.
18. 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 condition 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.

19. Licensee may ensure the facility for provision of digital mode of payment.
20. Since BAGDOGRA Airport and its premises has been declared single use plastic free zone, the contractor shall abide by all the relevant instructions from competent authority in this regard in letter and spirit. Any violation shall invite penalty i.e. Rs.500/- per violation.
21. The Selling of liquor, intoxicating drinks, drugs, cigarettes, pan, gutkha, etc. in Staff Canteen is strictly prohibited.
22. The Canteen shall be available from 06.00 AM to 09.30 PM daily for providing Tea/ Coffee/ Cold Drinks, Breakfast, Lunch, Dinner on the approved rates of AAI. The licensee will submit the rates of food items for approval of competent authority.
23. People who work for the services in staff canteen should not be suffering or suspected from any infectious diseases and also under influences of any intoxicants. Such persons shall be clear dress and in good conduct manners at all the times.
24. The Authority and the Licensee further agree that they are bound by the General Terms and Conditions found in Annexure 'V' annexed hereto.

SIGNED BY SHRI.....AIRPORT DIRECTOR, A.A.I. BAGDOGRA
AIRPORT, BAGDOGRA FOR AND ON BEHALF OF THE A.A.I.

IN THE PRESENCE OF:

SIGNATURE OF AIRPORT DIRECTOR

WITNESS

1. Signature :

Name/Designation :

2. Signature :

Name/Designation :

SIGNED BY FOR AND ON BEHALF OF

.....

IN THE PRESENCE OF :

SIGNATURE OF LICENSEE

WITNESS

1. Signature:

Name/Designation :

Address:

2. Signature:

Name/Designation :

Address:

**O/o Airport Director
Airports Authority of India
Bagdogra Airport, Bagdogra**

**SCHEDULE OF PREMISES AT BAGDOGRA AIRPORT,
BAGDOGRA**

Sl. No.	DETAILS OF PREMISES
01.	Name of the Facility: AAI STAFF CANTEEN
02.	Location : AT O/o AIRPORT DIRECTOR, GROUND FLOOR, ADMINISTRATIVE BUILDING, BAGDOGRA AIRPORT.
03.	Purpose: staff CANTEEN FACILITY TO AAI STAFF
04.	Kitchen= 18.88 Sqm (approx.), Dining Hall= 35.24 Sqm Total area= 54.12 Sqm (approx).

**O/o Airport Director
Airports Authority of India
Bagdogra Airport, Bagdogra**

ANNEXURE-V

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from 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 License fee/rent and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths, and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the Licensee under this agreement shall be deemed to have been served if delivered at or sent by Registered Post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered Post to the Authority who should invariably acknowledge the notice.
 - 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 from the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
5. a) The Licensee shall not, unless with the written consent of the Authority, create a sub contract of any description with regard to this License or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his License or any part thereof.
b) The Licensee shall use the premises only for the purpose indicated in this Agreement and no other purpose thereof 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 Dispute Act, Minimum Wages Act, etc and the provisions of any statutory law applicable to the Licensee including 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 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 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 & Regulations with the work of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene, charging of higher price beyond MRP etc. If the premises is not maintained in reasonably clean condition by the Licensee, Airport director shall have powers to get the premises cleaned at the risks and cost of the Licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default up to 07 (seven) days and thereafter Rs. 1000/- per day and can take other actions including terminations of the License.
9. The Licensee shall comply with the requirements of all standard health clauses including those given below:
 - a) The licensee should use only Standard/AGMARK/FSSAI quality ingredients for preparation of items.
 - b) The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice enter the premises any time and inspect the premises materials, instruments, implementations, etc. used by the Licensee.
 - c) All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any person authorized by him 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 by him and his agent and his servants.
 - d) 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.
 - e) The Licensee, his agents and servants shall not without consent of the Airport Health Officer, interfere with, injure or destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - f) 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 of unsanitary situation prejudicial to public health.
 - g) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the Licensee in complying in either of these conditions specified in the forgoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to terminate 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.
 - a) Manpower requirement for managing the canteen has to be declared at the time of tender by giving an undertaking.
 - b) The licensee should give an undertaking to ensure that agency will abide by all the rules and regulations of Govt. of India Departments and AAI like EPFO, TAXES, LABOUR LAWS, PF & ESI etc.

11. The Licensee shall employ only such employee 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 employees whom he proposes to employ for the purpose of the 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 employees 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 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.
12.
 - a) The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
 - b) The licensee may display the Name & Logo of the agency operating Staff Canteen on the front elevation. The maximum size should not exceed the maximum facia of 12 sqft. (as per the policy of ATM) so that the rights of advertisement licensee at the Airport are not conflicted.
 - c) Any other form of advertisement by the licensee like advertisement on disposal cups, plates, packing boxes, tissue papers, etc is not permitted.
13. The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other Authorized Officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of the business.
14. The Licensee shall not damage the premises or 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 or call upon the Licensee to replacement and call upon the licensee to reimburse cost thereof with the Licensee undertakes to pay forthwith on demand.
15. The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
16.
 - a) 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.
 - b) The Licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.

17. In case of such breach of the terms of this license as minor offences and complaints coming to it 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.
18. The Licensee shall not hold or permit to be holding any public or private auction in the licensed premises.
19. 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 prices 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 prices 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.
20. 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.
21. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director of the Authority and its representatives.
22. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event. However, rebate in the license fee due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
23. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
24. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.

25. The Authority do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms and Conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/bargaining will be entertained.
26. On expiry of the license period or on termination of the license by the Authority on account of any breach on the part of the Licensee, the licensee shall deliver in the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment, and installations, if any, provided by the Authority. Further, Licensee shall remove his/their goods and other materials from the premises immediately, failing which Authority reserves its rights to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within ten days, Authority shall be at liberty to dispose of the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
27. The license herewith granted shall not be constructed in any way as giving or creating any other right or interest in the space/building(s)/land/garden/tank/ premises to or in favor of the Licensee but shall be constructed to be only as a license in terms and conditions herein contained.
28. The Authority, its servants and agents shall at all time have the absolute right of entry into the said premises.
29. The provision of the Airports Authority of India Act, 1994 as amended by Act 2003 and the rules framed there under (Chapter VA – Eviction of Unauthorized Occupants etc. of Airport Premises) which are now in force or which may hereafter come in force shall be applicable for all matters provided in the said Act.
30. (a) Regarding appointment of Arbitrator to the effect that the case shall be referred to the Sole Arbitrator by the chairman/member of the authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.
- (b) That the Licensee undertakes to pay the full amount of license fee/dues regularly as per the award/agreement and perform all the covenants of the agreement if he/they/it have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.
31. (a) Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the Dispute Resolution Committee.
- (b) During the Arbitral and Dispute Resolution Proceedings, the licensee(s) shall continue to pay the full amount of licence fee/dues regularly as per the award/agreement and perform all covenants of the agreements.
- (c) All disputes and differences arising out or in any way touching or concerning this agreement (except those the decisions whereof is otherwise herein before expressly provided for or to which the public premises [Eviction of un-authorized occupancy] Act and the rules framed there

under which are now in force or which may hereafter come in to force are applicable), shall, in the first instance, be referred to a **Dispute Resolution Committee (DRC)** set up at the Airport for which a written application should be obtained from the party and the parties 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 each or has been an employee of the Authority and the award of the Arbitrator will not be challenged or to be open to question in any court of law, on this account. The case shall be referred to the Sole Arbitrator by the chairman/Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

32. If at any time during/post award of canteen contract, the space allotted for operating the staff canteen is required by commercial directorate, the licensee may have to relocate/vacate the space with immediate effects and with no claims towards AAI.
33. As per BCAS AVSEC Circular no. 16/2009 dt. 19.11.2009, all agencies should obtain security clearance from BCAS for getting AEP. Otherwise if any delay in getting AEP Airports Authority of India is not responsible for that.

34. EXIT CLAUSE:

- a) **Normal Termination:** - The contract will be deemed to be terminated on the last date as given in the agreement provided by 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 licensee or AAI has invoked the internal dispute resolution cause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and 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 to be

served by both 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 licensee 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 be deemed 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 party shall 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 administration time required for the approval will not be added. If the licensee has served the notice, then the licensee is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.
- d) **Termination for Regulatory/Legislative or Supervisory requirement:** - If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAI.
- e) **Exponential Penalty**
Exponential Penalty on licensees @ double the license fee per month in the form of damage charges can be imposed on licensees for unauthorized occupying the premises after expiry of contract period.

35. In case 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.

36. Rules related to Bank Guarantee: -












- a) The validity of Bank Guarantee should be for the contract period plus three months.
- b) Bank Guarantee shall be from nationalized banks and Scheduled Banks as per RBI guidelines. However, no bank guarantee from any Co-operative bank will be acceptable.
- c) The authorized person signing the contract agreement should obtain a written confirmation from the Issuing bank.
- d) The Original Bank Guarantee will be maintained by the agreement signing authority of AAI along with the original contract papers.
- e) In normal circumstances the original BG is to be sent by the bank directly to AAI with a covering letter. In case of any exigency if the BG is brought by the contractor by hand then it should be mandatory for the contractor to ensure that the bank sends the unsigned copy/ attested photocopy of the BG by post directly to AAI.

37. **Extension of License:**-The License may be extended by the Authority after taking approval from the Competent Authority for a maximum period of six months on same terms and conditions on a negotiated License fee not less than the one arrived at after 10% escalation to the last license fee paid.
38. **Rebate Clause:** No rebate on any ground is permissible in the license Fee.

(SIGNATURE OF LICENSEE)

DATE:

SPECIAL GUIDELINES AND OBLIGATIONS TO BE PERFORMED BY
LICENSEE

-  Licensees are requested to visit the site to assess the feasibility of business and thereafter may bid in the tender.
-  The licensee shall contain variety of Indian, Bengal, Chinese and South Indian cuisine. The rates for quality and quantity for various food items shall be charged from AAI Staff strictly as approved by AAI.
-  The Canteen shall be operated on the round the clock basis to cater to the staff working at Bagdogra Airport.
-  The licensee shall make preparations/sell food items with the use of FSSAI licensed cooking oil, cereal, species and other materials. AAI shall be at liberty to inspect and check the quality of eatables and the materials being used by the licensee. Any non-compliance in this regard shall tantamount to breach of the terms of the contract and AAI can levy penalty besides terminating the contract.
-  Successful tenderer will be required to arrange his own counters/furniture and other infrastructure as required for operating the canteen, bare space only will be provided by authority for this purpose.
-  All fixtures and fittings and any property of the licensee once installed inside or outside the Airport terminal, under the provisions of this agreement, shall only be removed from their sites/ locations with the previous written approval, in the form of a formal 'Gate Pass' obtained from an authorized officer of the Authority.
-  All the kitchen/pantry equipment/gadgets shall be kept in clean and in hygiene condition all the times. Special care need to be undertaken by ensuring the general cleanliness, maintenance of the fixtures and fittings to the satisfaction of AAI. Compliance of all the statutory rules and regulations of Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and any statute and/or statutory law applicable to the licensee during pre and post currency of the license.
-  The Licensee shall have the Character and Antecedents of all his employees duly verified by the police before inducting them in service.
-  No structural alterations and additions are to be made in the scheduled premises allotted without prior written consent from Authority.
-  The Licensee shall display in a prominent place the rates of eatable as approved by the AAI. During the Contract period, the rates of the various food items fixed by AAI shall remain firm.
-  The Licensee shall maintain a complaint book in the Staff canteen and the same shall be easily accessible to the customers/staff for recording their suggestions / complaints which shall be kept open for inspection by AAI or his authorized representatives.

- ✚ The Licensee shall obtain all necessary licenses/authorization and permits, as admissible, under the rules, applicable to the said facility.
- ✚ The Licensee shall provide clean & tidy uniform including shoes to all his employees and with the badges displaying their names conspicuously.
- ✚ Authority reserves to itself the right to award similar licenses within the same premises or adjoining blocks.
- ✚ Payment of any or all taxes, levies, outgoings, service tax and duties payable, under this tender, would be the sole liability of the Licensee. Licensee shall comply with all laws, rules and regulations in force, as applicable to the said facility. The Licensee shall keep and continue to keep Airports Authority of India premises, against any claim free and unencumbered from any liability in this regard.
- ✚ The Licensee shall not be permitted to display any advertisement except display of the facility/service in an area not exceeding 04 (four) sqft.
- ✚ The Licensee should keep the canteen in neat and clean condition at all the times. The Licensee should keep the food materials properly covered in the canteen premises. The Licensee shall also ensure that waste materials shall be disposed off only at the designated area i.e., not to throw the waste materials around the premises, which attracts the birds, thereby affecting the aircraft safety.
- ✚ **No rebate in licence fee shall be allowed to temporary closure of airport, reduction in the no of flight operations etc. However, ban of visitor's entry into the terminal buildings will be dealt as per commercial policy of AAI.**
- ✚ To provide quality cooking utensils/implements and serving counter for satisfaction of AAI.
- ✚ Licensee shall be responsible for all safety devices in the premises. Authority shall not be responsible for any claim for users / employees etc. on account of loss/damage due to accident/mishap in the premises. The licensee shall be responsible for such losses/claim, if any.
- ✚ The staff canteen is to be kept open on round the clock basis or as directed by AAI for supply of meals/refreshment to the persons attending seminars and special parties or thus official meetings on round the clock .
- ✚ prior approval is required from Airport Director if licensee wants to sell any other items with rates other than the mentioned in NIT.
- ✚ **AAI reserves its right to shift the location of canteen to alternate location during the licence period and the licensee agrees to move to the new location at his own cost. Further AAI will not entertain any rebate in the licence fee in this ground.**

1) **INDEMNITY TO AUTHORITY:**

- Establishment of staff canteen is entirely at the risk and cost of the Licensee and the Authority will not be liable for claim of any damage or loss of the fixtures and fittings installed.
- Licensee shall indemnify and render harmless the Authority, from any loss, liability, claim or damage that may be sustained by any person or cause to any property or, which may otherwise occur, in connection therewith, by reason of maintenance, use of operation of the said facility.
- In the event of any sums of money, remaining due and payable on account of any fees, of money assessments, outgoings or amount payable for electricity supply or any other charges that the Authority may decide, as being due, against the Licensee and outstanding, in spite of being called upon to pay the same, Airports Authority of India, shall have a lien, on such properties (fixtures and fittings), as are installed under this license and Licensee will not remove any asset or any part or any component thereof, without the permission, in writing from the Authority who shall be, at liberty, to detain all or any of the materials, displayed in the premises, by the license and refuse to grant clearance/removal, until such time as AAI's outstanding and/or any dues are paid in full.
- Licensee will, during the continuance of this period, insure all goods and properties, against any claim for workmen's compensation or otherwise, for all persons employed by him, in connection with his business, to be carried on as aforesaid. Licensee shall also arrange before installation for third party insurance against any claim that may be lodged by any user/ passenger as a result of any injury damage caused to such a person or his property sustained from any such hoarding/translate etc. falling on such to a person or property for any reason or cause or due to any omission.
- No advertisement is permissible on the cutlery.
- All the above conditions shall become part and parcel of agreement.

SIGNATURE OF LICENSEE

RATES OF ITEM TO BE CHARGED BY THE LICENSEE

(Duly signed by the bidder to be submitted along with Technical bid)

Sl. No.	ITEM	QUANTITY	Rates to be charged by the Licensee for A.A.I Staff (Rs.)
01	Cold Drinks, Biscuits etc.		As per MRP
02	Tea (Brook Bond, Red Label, Tata)	100 ml	5
03	Coffee (Nescafe Classic / Bru) per cup	100 ml	7
04	Egg Boiled	1 no	7
05	1 Egg Omlette		10
06	2 Egg Omlette		18
07	Bread (Branded) with butter (Amul, Mother Dairy)	2 Slices+25 gm 4 Slices+25 gm	10 16
08	Paratha with subji	2 pcs	20
09	Cutlet (Veg) two pieces with sauce	100 gm	15
10	Burger (Veg) with Sauce	100 gm	12
11	Samosa with chutney/patties	50 gm (per piece)	5
12	Matthi	40 gm	5
13	Khasta Kachori	50 gm	5
14	Bread Pakora	100 gm	8
15	Pakora – Onion / Mix Veg	100 gm	6
16	Pakora-Paneer (Single pc)	50 gm	5
17	Pakora-Chana Dal Vada / Aloo Tikki (all with Chutney)	50 gm	6
18	Sambar Vada with coconut chutney	2 pcs (50 gm each)	12
19	Idli Sambar with coconut chutney	2 pcs (50 gm each)	12
20	Dahi Vada with Chutney	2 pcs (50 gm each)	14
21	Masala Dosa with Samber Chutney	150 gm + 60 gm	20
22	Plain Dosa with Samber Chutney	150 gm + 60 gm	15

23	Upma with coconut chutney	100 gm	12
24	Chola + Puri (4 nos)(any wet sabzi)	150 gm + 120 gm	16
25	Chole + Bhatur 02 pcs	150 gm + 130 gm	22
26	Dal Plain	75 gm	10
27	Dal Fry	100 gm	15
28	Vegetable	200 gms	12
29	Raita	100 gms	12
30	Mutton Curry	150 gm (04 pieces)	65
31	Chicken Curry	150 gm (04 pieces)	45
32	Fish Curry (Rohu or Katla)	100 gm	22
33	Tawa Roti 01 pc	30 gms	4
34	Rice Boiled (fine rice)	150 gms	10
35	Rice Basmati	150 gm	16
36	Veg Thali		
	Tawa Roti – 3 pcs, Rice (100gm), Dal(75 gm), Subji (100 gm) , Salad & Papad	1 Plate	35
	SWEETS :-		
37	Burfi (Plain) / Sandesh	30 gm	7
38	Rasgulla / Gulab Jamun	40 gm	8
39	Boondi Ladoo / Basan Ladoo / Balu Shahi (Each piece)	40 gm	7
40	Jalebi / Amriti	50 gm	5/6
41	Rashmalai 2 pieces	100 gm	20
42	Misti Dahi	100 gm	15
43	Khatta Dahi	100 gm	12
	BAKERY		
44	04 Biscuits (2 Namkeen) (Monaco) & 2 Sweet (Good Day) + Dip tea / Cofee with napkin (to serve in the meeting etc per head)		10
	CHINESE		
45	Veg Chowmein	Per Plate	15
46	Non-Veg Chowmein (Egg-1)	Per Plate	20

ACCEPTANCE LETTER
[TO BE SUBMITTED IN COVER NO. III]

(Refer Clause no. 11 of Notice Inviting Tender)

**To,
The Airport Director, Airports
Authority of India,
Bagdogra Airport
Bagdogra**

Subject: - Acceptance of AAI's Tender Conditions.

Sir,

1. The Tender documents for the facility: **LICENCE FOR AAI STAFF CANTEEN IN O/o AIRPORT DIRECTOR, GROUND FLOOR, ADMINISTRATIVE BUILDING, BAGDOGRA AIRPORT** have been provided to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the sites and read the entire terms and conditions of the Tender Documents made available to me/us, which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.
2. I/we hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
3. The contents of Clause-11 of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the right to reject the conditional tenders without assigning any reason thereto.
4. I/we declare that I/we have not paid and will not pay any bribe to any Officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any Officer of AAI asks for bribe/gratification, I/we will immediately report to the appropriate authority in AAI.

Yours faithfully,

Dated:.....

(Signature of the Tenderer)
With rubber stamp

FORM OF BANK GUARANTEE

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

WHEREAS by a License Agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY") of the one part and _____ (hereinafter referred to as "the Licensor") of the other part, the Authority has granted to the Licensee the license for operating the _____ and the License Fee and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said Licence Agreement : PROVIDED that our liability under this Guarantee shall be limited to a sum of Rs. _____ (Rupees _____) (for an amount due for payment during the last year of the contract after application of usual 10% compound escalation) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority is payable under the terms of the said Licence Agreement without 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 & conditions of the said Licence Agreement made between the Authority and the Licensee and or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Licence Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assigns 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 as in force in India.
6. This Guarantee shall be valid _____ and you have the right to encash this Guarantee upto _____ from the said date.

NOTWITHSTANDING anything contained herein:

- I. Our liability under this Guarantee shall be limited to a sum of Rs. _____
(Rupees _____)
(for an amount due for payment during the last year of the contract after application of usual 10% compound escalation) during the currency of the licence of 3 years.
- II. This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto 90 days from the said date.
- III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if you serve upon us a written claim or demand on or before _____.

For Bank name

Dated:

Place:

Witnesses:

FOR SUCCESSFUL BIDDER ONLY

(LETTER OF UNDERSTANDING FROM THE DEPOSITOR TO BANK TO BE SUBMITTED ALONGWITH FIXED DEPOSIT RECEIPT(FDR)/TDR/BANK GURANTEE TO AIRPORTS AUTHORITY OF INDIA)

To

The Branch Manager,

_____branch,

Sub: My/our Fixed Deposit/Term Deposit/Bank Guarantee bearing _____
Dated _____ for Rs. _____ issued in favour of Airports
Authority of India A/C _____.

Sir,

The subject Fixed Deposit/Term Deposit/Bank Guarantee is obtained from your branch for the purpose of Security on account of contract awarded/to be awarded by AIRPORTS AUTHORITY OF INDIA to me/us.

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

Yours faithfully,

Place:

Date:

Signature of the Depositor

BG Verification through SFMS of ICICI Bank

AAI has made arrangement for Verification of Bank Guarantees received by AAI from Licensees/Customers/Concessionaires through Structured Financial Messaging System(SFMS) of ICICI bank. The system will operate on pan India basis.

The Concessionaire shall submit the Bank Guarantee in accordance with the bank details as mentioned below: -

Corporate Name	Airports Authority of India
Bank Name	ICICI Bank
IFSC Code	ICIC0000007
BG Advising Message	IFN 760COV (BG Issue) IFN 767 COV (BG Amendment)
Unique Identifier Code	AAIBAGDOGRA, to be mentioned in field 7037 of the BG advising message code.

The Concessionaire shall also submit a letter to the issuing bank, while submitting the documents to the BG issuing bank, as per the format mentioned in the Appendix-III.

Based on the above inputs from the Licensee/customer/concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units

The Concessionaire shall ensure to attach copy of the SFMS BG Confirmation Message sent by the BG issuing bank to ICICI Bank.

Advisory: For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this 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 RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details atleast in the below field, BG confirmation through online portal would not be updated.

Request you 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- Airport Authority of India

Field Number	Particulars (to be mentioned in row 1)
7037	<AAIBAGDOGRA>

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

Sl. No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIE RCODE (7037)
1.	BAGDOGRA	bgv.bagdogra@aai.aero	AAIBAGDOGRA

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/Ma'am,

I/We,_____, request you to include unique identifier 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(ICICI Bank- IFSC- ICIC0000007).

Thanking You,

(Licensee/Customer/Concessionaire)

LIST OF NEAR RELATIVES EMPLOYED IN AAI & SHALL BE SUBMITTED WITH TECHNICAL BID

Sl. No. (a)	Name (b)	Designation (c)	Relationship with the tenderer(s) (d)	Place of Posting (e)

Signature of the Tenderer

NOTE:

- 1. In case of NIL report, Performa must be filled with NIL report and submitted duly signed by authorized signatory
- 2. In case the above space is not adequate, the details (a to e) on additional sheets duly signed by authorized signatory may be attached.

Certificate from Chartered Accountant/Statutory Auditor in respect of Technical Capacity & Experience

UDIN No.....

Based on the audited records of M/s... (Name of bidder/Tenderer), this is to certify that

1. It has an operating experience _ of at least ()..... years in business with presence at the following locations.

No	Type of business	Details of Location of Business	Date of Commencement/ Duration of Business

2. The details of the turnover from the year(s) for which technical experience has been claimed-

Financial Year	Turnover (in INR)	Gross Turnover from the relevant business for which experience is being claimed (in INR)
Total	Rs	Rs

3. At the end of the Financial Year, it has a positive net worth of Rs..... (Rupees... only).

Signature
Name & Membership No of Chartered Accountant/Statutory Auditor
Seal of the audit firm:
Date

FORMAT FOR LETTER OF UNDERTAKING

[SELF-DECLARATION OF THE BIDDER THAT THE FURNISHED INFORMATION FOR
EXPERIENCE IS TRUE, TO BE SUBMITTED ON COMPANY LETTER HEAD]

Sir,

I, _____, on behalf of _____ do hereby affirm and
declare that the information provided for claiming the relevant experience for the bid and the
documents provided is true and correct to the best of my knowledge and belief and nothing
material has been concealed therein.

I understand that concealment of facts and giving false information is a punishable
offence and the agency _____ can be barred and legal action may be taken as
per the relevant provisions of law.

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____

DECLARATION

I

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

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

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (disputed & Undisputed)
			From	To		
1.						
2.						

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

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details).
3. I/We have not faced/are not facing any action under PPE Act with AAI. (In case if you have faced/are facing action under PPE Act with AAI, submit all the details).
4. I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
5. I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has dues with AAI". (In case if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We do not have any conflict of interest as detailed in clause 10 of general terms and conditions of tender document.
7. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

1. Name of Contract :
2. Agreement No. :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period
7. Amount of Outstanding Dues upto mm/dd/20 (Disputed and un-disputed amounts to be shown separately)

Item	Disputed Amount (Rs)	Un-disputed Amount (Rs.)	Remarks
Licence Fee			
Space Rent			
Utility Charges			
Interest			
Any other item			
Total			

8. Details of any arbitration/litigation

Signature of Airport Director

Name: [•]

Designation:

[•]

..... Airport

Note: A separate certificate has to be produced in respect of each contract

AFFIDAVIT

I _____ (Name), aged _____ years,

S/o _____ (Name), Proprietor/

Managing Partner/ Managing Director of _____

(Name of agency) do hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of _____

_____ (Name of Agency). I state that, the event of work is

Awarded to our agency, the wages to be paid to the workers engaged shall no be less than

the minimum wages determined by appropriate Govt. Authority from time to time. I will

Deduct ESIC/ Provident Fund amount at the prescribed rate in accordance with ESIC

Act – 1948/ EPF & MP Act, 1952 from the workers engaged and its timely deposit to the

ESIC/ PF account.

Dated this, the _____ day of _____ Month _____ Year.

DEPONENT

Place:

Date:

Note:

This affidavit on non-judicial stamp paper of Rs. 100/- shall be submitted by successful tenderer.

AFFIDAVIT

I _____ (Name), aged _____ years,

S/o _____ (Name), Proprietor/

Managing Partner/ Managing Director of _____

(Name of agency) do hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of _____

_____ (Name of Agency). I state that, my Firm has not been black listed/ de barred from participating in Tender of AAI.

Dated this, the _____ day of _____ Month _____ Year.

DEPONENT

Place:

Date:

Note:

This affidavit on non-judicial stamp paper of Rs. 100/- shall be submitted by successful tenderer.