



भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA

ई -निविदा

**NOTICE INVITING E- TENDER**

लाइसेंस फॉर स्नैक बार काउंटर

FOR

License for operating

**Snack Bar Counter**

at

जबलपुर विमानतल  
**JABALPUR AIRPORT**

निविदा नं. . AAI/JBP/COMML/2022-23

Tender No. AAI/JBP/COMML/2022-23

E-Bid No. ई - बिड न.

**PREPARED BY: -**  
AGM(CNS/COMMERCIAL)

**APPROVED BY**  
AIRPORT DIRECTOR

**\*\*\*INDEX\*\*\***

**SUBJECT: E-Tender for License for Operating Snack Bar Counter at Jabalpur**

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## **DISCLAIMER**

The information contained in this **NOTICE INVITING E-TENDER** document (the “E-tender”) or subsequently provided to Applicant(s), whether in documentary form, by or on behalf of the Authority, is provided to Applicant(s) on the terms and conditions set out in this E-tender and such other terms and conditions subject to which such information is provided.

This E-tender is neither an agreement nor an offer by the Authority but an Vitiatio to the prospective Applicants or any other person. The purpose of this E-tender is to provide interested parties with information that may be useful to them in the formulation of their financial application pursuant to this E-tender. This E-tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the subject Concession. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This E-tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this E-tender. The assumptions, assessments, statements and information contained in this E-tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-tender and obtain independent advice from appropriate sources.

Information provided in this E-tender to the Applicant(s) is on a wide range of matters, some of which may depend up on interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the E-tender and any assessment , assumption,

statement or information contained therein or deemed to form part of this E-tender or arising in any way for participation in the bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this E-tender.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-tender.

The issue of this E-tender does not imply that the Authority is bound to select all the Proposals for bidding process for the Concession and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding process.

The Applicant shall be wholly responsible for any statements/documents/records, etc. submitted pursuant to this E-tender and ensure accuracy thereof. The Authority or its employees shall accept no responsibility or liability for any deficiency that may be made by the Applicant. Any false declaration made by the Applicant shall invite action as may be decided by the Authority including termination of Concession, debarring, forfeiture of EMD and/or Security Deposit. The Applicant shall also indemnify the Authority and its employees from actions arising out of this E-tender.

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**AIRPORTS AUTHORITY OF INDIA**

**DEPARTMENT OF COMMERCIAL**

**E-Tender are invited for License for Snack Bar Counter at Jabalpur Airport**

**INTRODUCTION**

1. Airports Authority of India is ("AAI") is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject E-tender "**E-Tender for License for Snack Bar Counter at Jabalpur Airport**"
3. AAI came into existence on 1st April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
  - Design, development, operation and maintenance of passenger terminals
  - Development and management of cargo terminal at international and domestic airports
  - Provision of passenger facilities at terminals like Duty Free Outlets, Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxi etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the fore front of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.

6. Major Airlines and Passenger Traffic data for the year 2022 of are as under:

**Major Airlines (For March-2022)**

**1. Indigo Airlines operating daily: -**

- ➔ Jabalpur Airport <-> Hyderabad Airport,
- ➔ Jabalpur Airport <-> Mumbai Airport,
- ➔ Jabalpur Airport <-> Delhi Airport,
- ➔ Jabalpur Airport <-> Indore Airport.

**2. Spice Jet Airlines operating daily: -**

- ➔ Hyderabad Airport <-> Jabalpur Airport <-> Mumbai Airport,
- ➔ Mumbai Airport <-> Jabalpur Airport <-> Hyderabad Airport,
- ➔ Delhi Airport <-> Jabalpur Airport <-> Delhi Airport,
- ➔ Bangalore Airport <-> Jabalpur Airport <-> Pune Airport,
- ➔ Pune Airport <-> Jabalpur Airport <-> Bangalore Airport,
- ➔ Bangalore Airport <-> Jabalpur Airport <-> Bangalore Airport.

**3. Air India Airlines operating daily: -**

- ➔ Delhi Airport <-> Jabalpur Airport <-> Delhi Airport,
- ➔ Delhi Airport <-> Jabalpur Airport <-> Raipur Airport,
- ➔ Raipur Airport <-> Jabalpur Airport <-> Delhi Airport.

**4. Passenger data from 2021-2022 is approx. 2.56 lakhs per annum.**

## **NOTICE INVITING E-TENDER**

1. On behalf of Chairman, Airports Authority of India, Notice Inviting E-Tenders in the prescribed form are hereby invited by Airport Director, Jabalpur airport for granting license for the following: -

Sl. No.	Subject	EMD	Period	MRLF (Minimum Reserved License fees per month)	Cost of Tender Form	Area
01	License for operating Snack bar counter at Jabalpur Airport	50000/-	03 Year	Rs. 77142.00/- Per. month + applicable taxes & other charges with 10% annual escalation) subsequent Years.	2000/-	6 Sqmtr

- i. The quoted license fee against MRLF shall be subject to annual compound escalation @ 10% for subsequent year. Offers below MRLF will not be considered for award.
  - ii. The successful tenderer is liable to pay over and above the quoted License Fee with all the applicable taxes, statutory levies, fees including service tax applicable at the rates declared by Govt. of India/State Govt/Local authorities from time to time.
  - iii. Utilization/facilitation charge @ 10% on space rent shall be payable in addition to License fee by the Licensee.
2. **The period of license shall be for 03 (Three) years.**
3. The parties fulfilling the following criteria are eligible to participate in the tenders: -
- a) The parties having same type of business during the last 03 years are eligible for participation.
  - b) Branded food-chain having minimum of 10 outlets in India with 03 years of experience. If the original branded food-chain company of foreign origin has Indian management /franchise tie-up or running them under their own name under an Indian Company are also eligible.
  - c) **Food retail-chain company running food courts/stalls in Mall or Airports or Bus terminus, ferry terminus etc. and with 03 years' experience having multiple brand products can also participate provided they have 10 such outlets in India.**
4. Only one tender document shall be sold in a single party either a. firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
5. Any party either a firm or an individual falling under the following categories is not eligible
- a) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of blacklisting or debarring effected by CBI or AAI, or undertakings/Departments like; Railway, Defense, or any other Department Government of India, Central, State Government or State public section undertakings (Nil statement to also be filed).
  - b) Declaration of cases/action under PPE Act, initiated by AAI (Nil statement to also be filed).
  - 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 AA1, shall also not be eligible for e tender.

- d) Parties having undisputed dues (Including interest on delayed payments). with AAI exceeds one-month License fee, (ii) having dues(undisputed) exceed available Security deposit (for each contract separately).
  - e) Detail of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies act.
  - f) If the entity participating in the 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 may not be allowed in AAI tenders.
  - g) Only open space is provided by AAI, other requirement will have to be created by successful tenderer at their own cost.
6. **In all conditions as mentioned Sub-Para 5(a) in (IJ declaration on Non-Judicial Stamp Paper of Rs. 100/- duly attested by Notary Public is also to be obtained from the tender.**
- i. **Tender documents indicating full details of the license can be seen at AAI website [www.aai.aero](http://www.aai.aero) or [www.airportsindia.org](http://www.airportsindia.org)**
  - ii. **The tendering process is online through GOI Central Public Procurement [www.etenders.gov.in](http://www.etenders.gov.in) The bids will not be accepted in any other form.**
  - iii. **Tenderers are advised to get themselves acquainted with the requirement for e- tendering at GOI Central. Public Procurement e-tendering portal mentioned above, Clarification needed, if any may be sent through e-tendering portal only.**
  - iv. **Signed Unconditional Acceptance, Tender fee of Rs. 2000/- and EMD of Rs 50000 /- In words Fifty Thousand only are required to be paid online in CPP portal no other mode shall be accepted.**

**7. Critical dates:**

Start download/sale date of Tender documents	18/05/2022 1600 hrs	
Last download/sale date of Tender document	18/05/2022 1700 hrs	
Last date of submission of queries to Tender Document on CPP portal	06/06/2022 1600 hrs	
Reply to the queries by AAI on CPP portal	06/06/2022 1600 hrs	
Last date for online submission of bids/proposals on E-tender portal	08/06/2022 1600 hrs	

10. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
11. AAI reserves to itself the right to reject any or all the tenders without assigning any reason there and to call for any other details or information from any of the tenders

Airport Director  
Airport authority of India  
Jabalpur Airports



"E-Tendering guidelines to the bidders"

[www.etenders.gov.in](http://www.etenders.gov.in)

**E-Tendering Participation Requirements:** Interested bidders / tenderers willing to participate through e-tendering process are required to register themselves in the GOI Central Public Procurement Portal [www.etenders.gov.in](http://www.etenders.gov.in)

पोर्टल के काम काज के सम्बन्ध मे किसी भी तकनिकी सहायता के लिए निविदा कर्ता नीचे दि गयी गहन मैट्रिक्स के अनुशार सहायता डेस्क से संपर्क करे

For any technical assistance with regard to the functioning of the portal, the bidders may contact the help desk according to escalation matrix given below:

Sr. No.	Support Person	Escalation Matrix	E-mail Address	Help Desk Number	Timing
1.	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.areo">eprochelp@aai.areo</a>	011-24632950, Ext-3512 (6 Lines)	0800-2000 Hrs. (Mon-Sat)
2.	Sh. Sanjeev Kumar, Jr.Exe. (IT)	After Hours of 4 issue	<a href="mailto:sanjeevkumar@aai.areo">sanjeevkumar@aai.areo</a>	011-24632950, Ext- 3505	0930-1800 Hrs. (Mon-Fri)
3.	Manager (Comml.)/Bid Manager	After Hours of 12 issue	<a href="mailto:comml_vejh@aai.areo">comml_vejh@aai.areo</a>	066-45267007	0930-1800 Hrs. (Mon-Fri)
4.	General Manager (IT)	After 3 Day of issue	<a href="mailto:gmit@aai.areo">gmit@aai.areo</a>	011-24657900	0930-1800 Hrs. (Mon-Fri)
5.	Commercial-In-Charge	After 3 Day of issue	<a href="mailto:apd_vejh@aai.areo">apd_vejh@aai.areo</a>	066-45267011	0930-1800 Hrs. (Mon-Fri)

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

1. The above-mentioned help desk numbers are intended only for queries related to the issues one-procurement portal and help needed on the operation of the portal.
2. 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 e-portal by the bidder/tenderer:
    - (i) The technical bid through e-portal.
    - (ii) The financial bid through e-portal.
  3. The technical bid which will be opened first, shall contain the following documents specified as under **(Bidders shall upload scanned legible copy of following documents in readable form at Central Gov. Portal e-tendering portal as Part of technical bid as PDF file).**
    - (i) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
    - (ii) **Eligibility Criteria:** - Self-attested copies of the PAN card, Sale tax registration certificate (VAT in States it has become applicable) Service Tax Registration, 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 provision before accepting the declaration of non-applicability as submitted by the party.
    - (iii) Tropics of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet of the sole proprietor concern or partnership firm Annual Report in case of a company as per the companies: Act.
    - (iv) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partner ship deed in case of firms and approved by- laws in case of co-operative societies
    - (v) Signed Unconditional Acceptance, Tender cost of Rs. 2,000/- and EMD of Rs. 50000/- are required to be paid CPP Portal Payment Gateway & scanned copy to be attached.
    - (vi) No dues certificate in case of contract awarded at other Airport, and present station till .....
  4. **Disqualifying conditions.**
    - (i) Parties having undisputed dues (Including interest on delayed payments) with AAI exceeds one-month License fee, (ii) having dues(undisputed) exceed available security deposit (for each contract separately).
    - (ii) Form of unconditional acceptance duly signed. Copy of documents required (to be specified based on the facility).
    - (iii) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of backlisting and debarring effected by AAI, or any Government of India department, any Central or state public sector undertakings. (NIL statement also to be filed).
    - (iv) Declaration of cases/ action under PPE Act initiated by AAI (Nil Statement also to be filed).
    - (v) Declaration giving the details of outstanding dues (disputed and undisputed).
    - (vi) Experience criteria: as per para 3 of NIT.
- \*\*Important:** AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening financial bid.
5. **Financial Bid:**
    - (i) The envelope should contain only the financial Bid in the approved form.
    - (ii) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-waiving, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).

- (iii) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
6. 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.
  7. In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contracts in AAI.
  8. In case of Companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
  9. 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.
  10. Tenderer (s) should clearly Indicate the name & address of their Firm/ Company/individual, as the case may be, on both the Envelope and should clearly indicate the name of the facility for which tender(s) have been invited.
  11. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of one year, on account of non-completion of the following:
    - (i) Acceptance of the offer within 10 days.
    - (ii) Payment of advance license fee for one month within **15** days from the date of the award letter
  12. **The licensee shall deposit an amount equal to Six (6) months license fee as a Security Deposit in the form of Demand Draft/Pay Order/Bank Guarantee from a Nationalized/Scheduled. Bank in favour of Airports Authority of India payable at Jabalpur.** In the even of outstanding dues exceeds one month, the Authority may without prejudice to other rights and remedies be entitled to charge penal interest @ 12% per annum on delayed payment for the first month and thereafter @ 12 % per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues Within the said period of two (2) months, the contract shall be terminated and the dues along with penal increase shall be.
  13. The particulars pertaining to “AAI, Jabalpur Airport” Bank account for RTGS/NEFT are as follows: - As per CPP Portal Getaway Payment (Online based)
    - (i) **Payment of Security Deposit for electricity/water/telephone etc.** in the form of Demand Draft/Pay Order/Bank Guarantee/Security Deposit from a Nationalized/Scheduled Bank in favor of **Airports Authority of India** payable at Jabalpur for an amount of **Rs.10,000 (Rupees Ten Thousand only).**
    - (ii) The Security Deposit (Bank Guarantee) should be valid for a period of 3 months from the date of expiry of contract Bank Guarantee from co-operative banks will not be accepted.
    - (iii) No interest is payable on Security Deposit.

\*\*\*Note :

A Letter of Understanding in the format as per Annexure–H also to be submitted along with the Bank Guarantee.

Bank Charges shall be borne by the successful bidder.

The Bank Guarantee (BG) from Co-operative Bank (even scheduled) / Societies / Payment Banks or in the form of FDR shall not be acceptable.

The amount of Security Deposit shall be calculated by considering quoted licensee fee, space rent, CAM charges or any other component etc. payable by the licensee / concessionaire.

AAI has made arrangements for verifications of Bank Guarantee received by AAI from Successful bidder through Structural Financial Messaging System (SFMS) of ICICI Bank whose detail is as under: -

<b>Corporate Name</b>	Airports Authority of India
<b>Bank Name</b>	ICICI Bank
<b>IFSC Code</b>	ICIC0000007
<b>BG Advising Message</b>	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
<b>*Unique Identifier Code</b>	AAI _____ (To be mentioned in the field 7037 of the BG Advising Message Code)

While submitting the documents to BG issuing Bank, the successful bidder will also submit letter to the issuing bank as per the format mentioned in the Annexure-H.

While submitting the Original BG document, the successful bidder shall also submit the copy of the SFMS BG confirmation message sent by the BG issuing Bank to ICICI Bank.

14. Executone of the Agreement on the Non-judicial stamp paper of Rs.100/- should be completed before commencement of the contract Two: copies of recent and attested passport size photographs of authorized signatory are to be submitted together with agreement of the license.
15. A maximum of **90 (Ninety)** days of gestation period or actual commencement of commercial operation whichever is earlier will be permitted. Gestation period will be counted from the date of award. The acceptance letter of the licensee shall specifically mention the required gestation period and the, period can be reduced if the party wishes so in writing. During gestation period span license fee as applicable. Quoted license fee shall be charged from the next date of completion of Gestation Period.
16. Tender(s) will remain valid for a period of **270 days**. from the date of opening of the Terminal Bid in Envelope 'A'. If any tenderer with draw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of AAI.
17. The tenderer(s) shall give the list of his near *relatives* employed in AAI.
18. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives of AAI employees.
19. Any breach of the conditions stated above by the successful tenderer(s) shall be dealt accordingly.
20. If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified

- or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAI and EMD received will be forfeited. The party will also be debarred from participating in any tender of AAI for a period of 01 year.
21. 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.
  22. If at any stage, AAI finds that the party had submitted any false/wrong/ concealment of information/documents affecting criteria of the facility in case, EMD shall be forfeited and party is liable to be debarred for 03 years participation in AAI tenders.
  23. If the party does not operate the license up to 50% of the contract period then the party is liable to be debarred for next one year.
  24. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).
  25. 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.
  26. AAI reserves right to reject any local bidder(s) in part or in full without assigning any reason.
  27. This NIT is the part and parcel of license agreement.

**(b). Financial Criteria:**

- (i). Minimum gross turnover requirement for the bidder is **Rs. ....- (Rupees .....)** only i.e. equivalent to 12 months of MRLF.
- (ii). Qualifying Turnover for the subject License will be 50%, from the business for which experience has been claimed, of Minimum Turnover Requirement i.e. **Rs. ..../- (Rupees .....).**
- (iii). The turnover of the company/agency should be in any one of the financial years for which technical experience has been claimed.
- (iv). Unless otherwise specified, net worth of the bidder should be positive.
- (v). **In case of multiple businesses of the bidder, the break-up of the turnover (certified by statutory auditor/chartered accountant (with valid UDIN)) with the specific head as from the tendered facility should be submitted.**
- (vi). Duly signed undertaking on the letter head of the bidder regarding overall as well as break-up of the turnover should also be submitted.

**\*\*Note:** By the term 'near relative' is meant wife, husband and dependent parents, grandparents, children grandchildren, brothers, sisters; uncle, aunts, cousins and their corresponding in laws".

28. **Turn over details profit & Loss account and related experience detail's should be duly certified by a chartered Account / Statutory Auditor. (UDIN No. statement/Turnover of charter account statement)**

**AIRPORTS AUTHORITY OF INDIA**  
**FORM OF TENDER (FINANCIAL E-BID)**

1.Tender for E-Tender for License for operating Snack Bar Counter at Jabalpur Airport, Jabalpur.	
2.Period of License	
3. Minimum Reserved License Fee (per months) (in words & figure).	
4. Name & Address of the tenderer (the block letters).	
5.Status of the tenderer (Proprietorship/ Partnership/ Limited Company)	
6. Name of Proprietor, Partners/ Managing Director as the case may be, to be indicated	
7. Offer of the license fee per month for the first year. beyond one-year period of license, the amount of quoted license fee shall be compounded by 10% every year.	

**8. I/We have carefully read *and* understood the terms and conditions of the license as contained in Tender Documents issued by the Airports Authority of India (AAI) including the following:**

- (a) **Earnest Money Deposit of Rs 50,000 /- (Fifty Thousand Only) is liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents within the prescribed time.**
- (b) **On account of non-acceptance of award or on account of non-completion of tender conditions within the prescribed time, I/We shall be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of one year.**
- (c) **In case the documents submitted by my/our firm along with tender are false/incorrect, the tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves Its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further tender of AAI.**

9. AAI reserves itself the right to reject the conditional offer without assigning any there to.
10. The AAI does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be.

bound to provide the service at the rate quoted.

Signature of the Tenderer \_\_\_\_\_

Name\_\_\_\_\_

Status\_\_\_\_\_ Address\_\_\_\_\_

Tel No (Office) \_\_\_\_\_

Residence\_ \_\_\_\_\_

Witness:

1)

2)

## LICENCE AGREEMENT

SUBJECT:

THIS Agreement made this     day of \_\_Two Thousand     between the *Airports Authority of India*, a body corporate constituted by the Central Government under the Airports Authority Act (Act of 1994) and having its corporate office at and \_\_\_\_\_ offices at all the Airports in India represented by .hereinafter called the 'Authority' (which term shall, unless excluded by or .is repugnant to the context, be deemed to include its Chairman, or Member, Executive s, Airport s, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one pay and \_\_\_\_\_represented by \_\_\_\_\_ and the other part, hereinafter called the 'Licensee' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heir's representative, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to grant license at its \_\_\_\_\_Airport for the purpose of \_\_\_\_\_

so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and .in the plan annexed to this agreement, hereinafter referred to as the premises.

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

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

1. That the license for the said facility shall be valid for the period of year from .....to....., unless terminal earlier on account of following:
  - a) By giving 120 days' notice in writing from either side without assigning any reason.
  - b) Terminated by AAI on a short notice on account of un-satisfactory performance.
  - c) Termination on expiry of the specified time: period allotted for unresolved internal dispute resolution.



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

Amount of Monthly license fee	percentage/ Fee Royalty Additional	percentage/ Fee Royalty Additional

3. That in addition to the above said license fee, licensee shall pay all charges towards consumption of **electricity and water** as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the **water and electricity** to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. The licensee shall also pay **Utility Facilitation Charges on space** license fee which is subject to revision from time to time at the discretion of AAI.
5. That: the licensee shall pay all rates, assessments, out goings and other: taxes as leviable on the licensee in 'Laws'.
6. That the licensee shall make payment of license fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.
7. The licensee shall deposit an amount equal to **Six (6) month license** fee as a Security Deposit in the form of **Demand Draft/Pay Order/Bank Guarantee** from a Nationalized/Scheduled Bank in favour of Airports Authority of India, Jabalpur. In the event of outstanding dues exceeds one month, the Authority may within prejudice to other rights and remedies be to charge penal interest @ 12% per annum on delayed payment for the first month and thereafter @ 18 % per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of two (2) months, the contract shall be terminated and the dues along with penal interest shall be adjusted from the Security Deposit, without grant of any extension whatsoever.
9. That the licensee shall deposit by demand Draft/Pay order Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only) as Security Deposit towards Electricity Charges.

10. 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.
11. That as licensee shall maintain. such regular and proper account books along with other supporting documents regarding sales effected by the licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
12. That the licensee shall have no right to object as and when the Authority decides to grant additional license similar Facility at the airport premises where the licensee is
13. That Authority shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
14. 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.
15. That licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
16. 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 ae licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
17. The Licensee. shall use the premises for the bonafide purpose. as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and Bonafede visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
18. The Licensee shall not erect or display any advertisement or signboards except after

obtaining the prior approval in writing of the Authority.

19. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 120 days' notice in writing otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 120 days' notice in writing without assigning any reason thereto.
20. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit In full or in part the amount deposited by the Licensee for due performance of Agreement.
21. The Authority and the Licensee further agree that they are bound by the all Notice inviting E- Tender (NIT).

SIGNED BY \_\_\_\_\_ AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA \_\_AI  
RPORT, FOR AND ON BEHALF OF THR AIRPORTS AUTHORITY OF INDIA IN THE  
PRESENCE OF:

WITNESS:

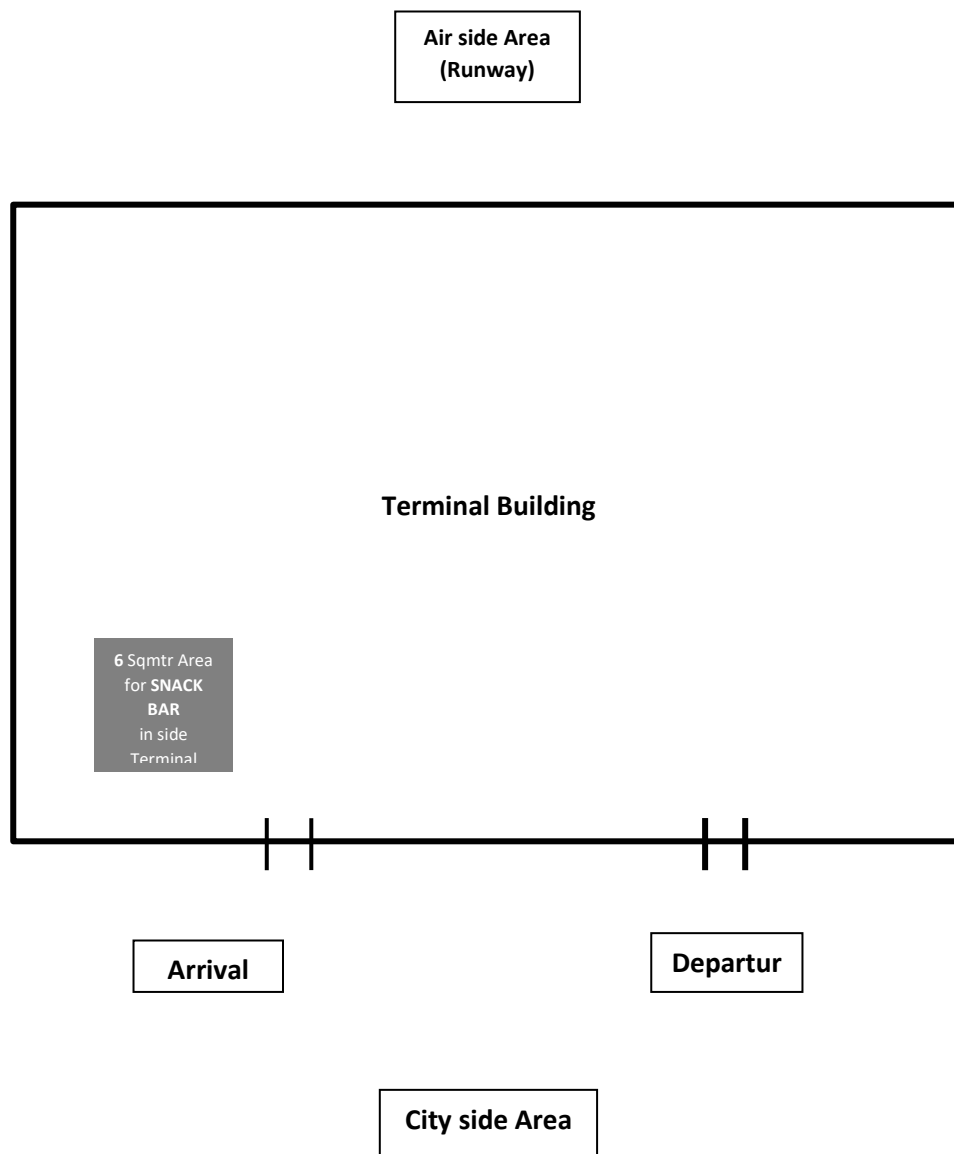
SIGNED BY \_\_FOR AND ON BEHALF OF  
\_\_\_\_\_ IN THE PRESENCE OF:

WITNESS:

1.

## SCHEDULE OF PREMISES & LAYOUT

- A) Space measuring : 06 (Six Sqmtr)
- B) Location at : Inside the Terminal Building in Public Concourse Area at Jabalpur Airport, Jabalpur.
- C) Purpose : To facilitate passengers.



GERNERAL TERMS & CONDITIONS

The Authority hereby covenants with the Licensee 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 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 **terms** 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 known address or to his authorized representative or agent Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered Post to the Authority who should invariably acknowledge the notice.
  - a) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as herein before otherwise provided, all notices .to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by of entrusted with the functions, dues and powers of the said Airport Director, in. respect of the airport under the 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 there of not shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
  - b) The licensee shall use the premises. only for the purpose indicated in this Agreement and for no other purpose whatsoever.
6. The License and 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 and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government or local body or administration in force from time to time and to the business which ae Licensee is allowed to carry on under this, Agreement all 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 or any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.  
b). The Authority shall not be responsible in any way for loss *or damage* by any means Causes to the Licensees stock or property.
8. The licensee shall at its 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 department as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions on sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, Airport In charge shall have powers to get the premises cleared at the risk and cost of the Licensee and recover liquidated damages at the rate of **Rs. 1000/- per day** for each default up to **7 days and the Rs,2000/- per day** and can take other actions including termination of the license.
9. The licensee shall comply with the requirements of all standard health clauses including those given below:
  - a) The Airport Health Officer/Medical on AAI or persons authorized by them may without notice enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Licensee,
  - b) All the instructions given the Airport Health Officer/Medical Officer of AAI or any other person authorized by them in the maintenance of public health of the Airport including sanitation, control, prevention of infection diseases, control and prevention of nuisances from insects, rodents, or any other source, shall be carried out by them and his agent and servants.
  - c) The Licensee shall notify the to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infection disease. The Airport Health Officer may medically inspect the said person or any persona is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
  - d) The Licensee his agents and servants shall not without consent of the Airport Health Officer Interfere with injure, destroy or render useless any work executed or any materials or things placed in under or upon any land or building by or under the orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
  - e) The License his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or insanitary situation prejudicial to public health.
  - f) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the Licensee in complying with either of these

conditions specified in the foregoing sub-clause (a) to (e) the Authority will be entitled and be at liberty to determine the Licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.

10. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business, he shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid rite employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall confirm the directions as may be issue by the Authority The 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 and all person's employee him verified by the police to the satisfaction of the Authority, before the employment.
11. a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg. CO<sub>2</sub> fire extinguisher in the licensed premises at his cost therefore commencement of business  
b) No wooden partition/inflammable materials shall be permitted in: the licensed premises. The material used for partition fabrication of the shop/office premises shall be as per the specification given by AAI and to be got approved by AAI and to got approved by AAI in advance.  
c) Licensee shall not use a naked light 1or cause or permit any such light to be used In the licensed premises.
12. The Licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or by his employees or invitees or customers, the Authority shall be entitled to repair the damage of make the requisite replacement and call upon the Licensee to reimbursed thereof which the Licensee undertakes to pay forthwith on demand.
13. The Licensee shall not store. or being or keep in the premise's heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
14. a) The Licensee shall not use electrical heater, toaster, and. other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.  
b). The Licensee hereby agrees to provide necessary training to the employees posted in the license's premises for handling fire extinguishers as. provided in the terminal /licensed premises. The Licensee will, during the continuance of this license

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

15. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of Security deposit of the Licensee. The decision of the Authority in this respect will be final and binding of the Licensee.
16. The Licensee shall not hold or permit to be held any public or private function in the licensed premises.
17. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices fixed by the manufactures or Government or any other Local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the licensee to show cause. Itself fix the price of any article or articles its opinion the price charged are unreasonable or exorbitant and there upon the licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
18. It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publication Division of Government of India and or Tourism Department of the Central Government or of the State Government within whose Jurisdiction the Airport is situated on such terms and conditions as may be fixed by the AAI Publications Division or said tourist department.
19. The Licensee shall not stock sell, display exhibit for sale any books, magazines, news- papers 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 is objectionable *in any manner* to keep exhibit or sell the same.
20. The Licensee shall **maintain a complaint book** in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes



to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority.

21. If because of any strike or lockout either in the Airport or in any airline, the license 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, rebates in the license fee due to ban on visitors any at the airport and due to nature) calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/ Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction the fees payable to the Authority for permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or rep AAI. the location. The outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the faders and in case any negotiation/bargain necessary with regard to the clarification of the terms and Conditions of the License or modification thereof such renegotiations Should be sought by the Licensee alone and no collective representation/bargaining will be entertained.
25. On expiry of the license period or on termination of the license by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's 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 right 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 10 days, Authority shall be at liberty to dispose of the goods/material of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
26. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space /building / land/garden/tank/premises to or in Favor to the licensee but shall be construed to, be only as a license in terms and conditions herein contained,
27. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.

28. The provision. of the public premises (Eviction of Unauthorized. Occupants) Act, 1971 and the. male framed thereunder which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act
29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision where of is otherwise. herein before expressly provided for or to which the Public Premises 1(Eviction of Unauthorized Occupants Act and the rules framed thereunder which are now enforced or which may hereafter come into force are applicable), shall in the first instance, be referred to a **Dispute Resolution Committee (DRC)** setup at the Airports for which a written: application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall .be referred to the sole arbitration of a person to be appointed by the Chairman/Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been involved the DRC process will cease to be operative.
- It will be.no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, or this account.
30. In case of any dispute where legal action is compelled to be initiated by airy of the Party, jurisdiction of the Court shall be the city/town/district where the airport is located.

(SIGNATURE OF LICENSEE)

### **EXIST CLAUSE**

**a) Normal termination:**

The contract will deem to be terminated on the last date as given in an agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (as the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

**b) Termination for cause:**

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. **If such termination happens to fall within 50% of the contract period then the party is liable to pay** AAI the value of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of abruption clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

**c) Termination for Convenience:**

Either party, AAI on one part and the contractor on the other part can reserve the notice for termination by giving notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges as below

Notice Period	Demurrage charges payable by the Licensee	Period of Debarment
If the termination occurs before the expiry of 50% of the period of contract	Six months current license fee	Next one par
If the termination occurs after the expiry of 50% but before the expiry of 75% of the period of contract	Four months current license fee	NIL

If the Termination occurs after the expiry of 75% of the period of contract	Three months current license fee	NIL
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**d) Termination for regulatory/legislative or supervisory requirements.**

If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any compact at any particular location or otherwise then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAI. Exponential Penalty on licensees @ double the license per month in the form of damage charges can be imposed on licensees unauthorizedly occupying the premises after expiry of the contract.

**Arbitration clause:**

All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the public premises (eviction of unauthorized occupants ) act and the rules framed there under which are now enforced or which may .hereafter come into force are applicable), shall in the first instance, be referred to a dispute Resoluble committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case ae dispute is not resolved with 45 days or 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 s1o appointed shall be final. and biding on both the parties. The arbitration & conciliation act 1996 shall be applicable.

Once the arbitration clause has been invoked, the ORC process will cease to be operative. It will be no bar if the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account. Acceptance or challenging arbitration award by CHQ shall be done after obtaining the views/recommendations of the concerned RSD/APD (Chennai and Kolkata) in consultation with law department.

(SIGNATURE OF LICENSEE)

UNCONDITIONAL ACCEPTANCE LETTER  
(TO BE SUBMITTED INCOMER NO A)  
REFERER CLAUSE 8 DOP E-NOTICE INVITING TENDER

To,

The Airport Director,  
Airports Authority of India,  
Jabalpur Airport,  
Jabalpur - 482005

Subject: Unconditional Acceptance of AAI Tender conditions.

Sir,

1. The Tender documents for License run Operating **Snack Bar Counter at Jabalpur Airport** have been issued to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected and read the entire terms and & conditions of the Tender documents made available to me/ us which shall form part of the contract agreement and I/ we shall abide by the conditions/ clause contained therein.
2. I /We hereby **unconditionally** accept the Tender conditions of AAI Tender documents in its entirety for the above facility.
3. The contents of Clause 8 of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
4. I / we declare that I/ we have not paid and will not pay any bribe to any officer of Airports Authority of India for awarding this contract at any stage during its
5. execution or at the time of payment of bills and further if any officer of Airports Authority of India for bribe/ gratification, I/We will immediately report .to the appropriate authority in Airports Authority of India.
6. The required earnest money for this facility is enclosed herewith.

Yours faithfully,

Date: -

Signature of the bidder  
Name & Address with rubber stamp

**SPECIAL TERMS & CONDITIONS**

1. The licensee shall not unless with the written consent as aforesaid assign or transfer the license or any part thereof.
2. The licensee should abide by all the terms and conditions and Rules and Regulations of AAI as may be enforced from time to time.
3. A complaint register shall be kept at the counter, which shall be made available to the public on demand to record their complaints/suggestions.
4. Only space is allotted for the said business in said area Within which the agency has to make their own arrangement for their business. Any areal / ground occupation in addition to area needs prior approval of Airport Director. If allotted is chargeable in pro-rata basis.
5. The license awarded the contract should display his name prominently of size 2 x 3 (feet) (maximum) without damaging AAI structure. He should also display the franchisees approval in the premise Further, display of any advertisement shall not be permitted in the earmarked area; however, AAI reserves the Right to display advertisement
6. (AAI) Authority shall not be responsible for any legal cases that arise due to health hazard and other issues on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
7. The licensee shall obey the various Central and State God Labor Laws in force time to time.
8. The licensee has to make payment to his employees as prescribed under minimum wages and as per all the related statutory provisions applicable thereto. And also, the licensee/company/agency should ensure their registration with PF & ESI purposes and compliances of contract labor provision too.
9. Any clearance/permission/license (such as food license etc.) shall be obtained by the licensee from the Gov. agencies/local authority etc. for running the subject facility before commencement of the service.
10. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.
11. The successful bidder shall set up and maintain the stall in international standard matching with the aesthetic design of the Airport, at their own cost. The plan and design shall be got approved by AAI in advance before setting up the stall.
12. The interior and the colour scheme should match with the ambience/aesthetic of airport premises, before erection/construction of the shop, the same should got approved from the Airport Director.
13. Structure/Partition should be made fire retardant material.
14. The licensee shall employ well-groomed persons with pleasing personality and communication skills. They will display utmost courtesy towards the customers. The employees while on duty at airport should be in the AAI approved uniform provided by the licensee at the licensees cost and should wear the identity cards along with name badges.
15. 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.
16. Storing of material above the false ceiling is prohibited.
17. Storing of liquid fuel of any type is strictly prohibited.

18. All relevant fire norms of AAI/State/local authority are applicable and the licensee has to abide such rules.
19. The above special terms and conditions shall form part of agreement.
20. Penalty for Infractions [As per Commercial Manual (updated) ANNEXURE-F of Annexure-IV-A]:

Airport Director/ Airport in-charge will make a committee of 3 officers (one officer will be in-charge of Commercial Department, one officer from Operations Department and one from any other Department). This committee will conduct random inspections of overall parking management and operational performance of the Concessionaire, at least once on fort-nightly basis. The committee will have the power to impose penalty on the Concessionaire then and there, if any violations of Terms and Conditions of agreement is found.

Sr. No.	Description of Irregularities	Penalty Schedule		
		First Instance	Second Instance	Third Instance & Onwards
1	Staff not in Uniform/ Without ID card	1500	2500	3500
2	Insufficient Manpower	3500	5000	10000
3	Un-clean premises & improper housekeeping	5000	10000	15000
4	Vehicle not parked in orderly manner	1500	2500	3500
5	Malfunctioning of e-ticket dispenser	2000	5000	10000
6	Malfunctioning of Boom-barriers	2000	5000	10000
7	Non-availability of e-payment mechanism	5000	10000	15000
8	Time clocks at entry and exit points not synchronized	5000	10000	15000
9	Malfunctioning of bar code scanner	1500	2000	3000
10	Non-generation of daily MIS or monthly MIS to be sent to AAI	3500	5000	10000
11	Encroachment	15000	25000	50000
12	Use of parking space for other than parking purposes	15000	25000	50000
13	Overcharging	5000	10000	15000
14	Obstruction of free movement to Service rooms/ station utilities	3500	5000	10000
15	Non availability of complaint book	3500	5000	10000
16	Vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
17	Commercial vehicles parked outside designated Vehicle Parking area (per vehicle)	500	750	1000
18	Misbehaviour by parking staff	3500	5000	10000
19	Non-issuance of computerized Payment Receipt	5000	10000	15000

\*\*As per applicable -

In case of irregularities at serial no. 11, 12 & 13, beyond third (3<sup>rd</sup>) instance of violation during tenure of Concession, penalty @ 25% of concession fee shall be levied.

FIRE EXTINGUISHER CLAUSE

1. The Licensee hereby undertakes not to use Gas heating / naked lights, in the terminal building other than inside the counter/ premises/ restaurant/ canteen, for which the license has been issue.
2. The Licensee hereby undertakes to take utmost caution to prevent spillage of fuel oil or other hazardous chemicals in the terminal building. In the event of total prevention is perfectly impossible, the licensee Shall provide suitable bins/ trays in the appropriate places or collection of such spill and shall dispose the collected spillage properly to avoid hazard or danger to hygienic condition of the premises.
3. The licensee. undertakes to provide adequate Fire protection system as per building code of India, at his own expenses, in the premises covered by in this license.
4. The Licensee shall install. at his own cost CO<sub>2</sub> Fire extinguishers. of the. minimum weight of 2.5 kgs., in the premises under the license.
5. The Licensee undertakes to obtain prior permission from competent authority for hot/ cold work in case during alternate use of heat, naked, flame electricity or high pressure conditions is to be made.
6. The Licensee hereby covenants not to keep or cause any obstruction in the exit and escape routes in the premises under license.
7. Wherever there are Smoking and Non-smoking zone, the licensee shall keep the fire separation doors closed.
8. The Licensee undertakes to provide adequate number of Waste bins with proper lids, in the appropriate places of the premises under this license.
9. The Licensee hereby Undertakes not to obstruct the location of the fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.
10. The Licensee shall not exceed the loading limits of power source as specified by the authority and shall not do any loose or temporary connections in the terminal building
11. The Licensee undertakes to educate the people to be deployed in respect of this license to be more conversant with emergency evacuation procedures and handling of portable fire fighting equipment's.
12. The Licensee shall always. communicate the required means of communication to communicate with the Airport fire Station in case of emergency.
13. The Licensee shall submit the premises for inspection of Fire prevention measures every quarter and the recommendations made by inspecting officer shall be complied with by the Licensee.
14. The Licensee hereby agrees to provide necessary training to the employees, posted in the premises, for handling fire extinguishers as provided in the terminal / licensed premises.

Signature of the Licensee.....

With seal.....

Signature of Aerodrome -In Charge/.....

Airport Director with seal



ADDITIONAL FIRE CLAUSE

- 1) The licensee shall not use electrical heater, toaster, electric kettle and other allied electrical appliances in the shops and offices.
- 2) The licensee shall not use naked light of any kind in the shops and offices.
- 3) The licensee shall get their electrical circuit tested, at least, Once in a year and any defect noticed should be rectified immediately. Licensee shall submit the test *span* issued by electrical Supervisory License holder or engineer to the Airport Director.
- 4) Electrical cable should not be laid on the false ceiling, or on the partition wall. Cable, where required, should bollard on. Metal cable trays.
- 5) Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit. ,
- 6) Main switch board, electric meter, distribution hoard should not be fixed on the combustible material nor in the combustible panels.
- 7) Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of Airport Director.
- 8) Combustible material should not tie stored under/close to the electric switch board/distribution board /meters and approach to electrical board should be kept clear.
- 9) If in the allotted space, no false ceiling is provided, false ceiling will not be provided by the Allotted, without specific approval from Airport Director.
- 10) Internal partition/any modifications are not permitted unless written permission is obtained from Airport Director.
- 11) Storing of any type of material above the false ceiling is prohibited.
- 12) Allotted shall get his personnel trained in use of fire extinguisher.
- 13) Allotted shall not store combustible material more than seven days use in the offices situated in terminal buildings.
- 14) Battery operated emergency light shall be provided in shops.
- 15) Telephone Numbers of fire control room shall be displayed.
- 16) NOC shall be obtained by the allottee from city fire service for carrying put any modification.
- 17) Storing of liquid fuel 'of any type is strictly prohibited,

Signature of the licensee

FORM OF BANK GUARANTEE

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

WHEREAS by a License Agreement dated .....made..... Between..... AIRPORTS AUTHORITY OF INDIA, the *Licenser* hereinafter in a The Airport Authority of India the one part and hereinafter referred to as The Licensee of the other part, the Authority has granted to the Licensee the license for operating the (complete name and place of work) and the License Fee and Royalty and other charges and for the due and performance of the Covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore 'in consideration of the promises aforesaid and the at the request of the licensee we.....do, hereby irrevocably and unconditionally undertake to pay 'to you, the Authority on demand and without demur or protest and without reference to the Licensee. any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of Rupees...../USD..... and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court /Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variations) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the authority or any forbearance whether as to payment, time performance or other wise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee and All not be discharged or affected by any change in the Constitution of or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange: Control laws and foreign Exchange Regulations. and applicable laws as in force in India.
6. This Guarantee shall be valid till \_\_\_\_\_ and you have right to encash this Guarantee up to \_\_\_\_\_ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein'

- I. Our liability under this Guarantee shall be limited to u *sum* of\_          during the currency of the contract and 3 months thereafter.
- II. This bank guarantee shall be valid up to\_          and you have the right to encash this guarantee up to 90 days from the said date.
- III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before

For Bank name

Dated:

Place:

Witnesses:

**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			

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**

**ANNEXURE: J**

**REFUND OF EMD, FOLLOWING IS TO BE SUBMITTED BY THE BIDDERS /  
TENDERERS**

**BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER**

Sr. No.	Particulars	Information Required
<b>1</b>	Name of the Account Holder i.e. Bidder	
<b>2</b>	Name of the Bank	
<b>3</b>	PAN/TAN No. of the Party i.e. Bidder	
<b>4</b>	Address of the Bank	
<b>5</b>	Bank Account No.	
<b>6</b>	Type of the Bank Account	
<b>7</b>	MICR Code of the Bank	
<b>8</b>	IFSC Code of the Bank	

Note: - In addition to above scanned copy of cancelled cheque may please be provided.

(Beneficiary i.e. Bidders Name &

Signature)Place:

Date:

**ANNEXURE-K**

**LIST OF HEAR RELATIVES EMPLOYED IN AAI & SHALL BE SUBMITTED IN  
(WITH TECHNICAL BID)**

<b>Sl. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Relationship tenderer(s)</b>	<b>Place of Posting</b>
01				
02				
03				
04				
05				

SIGNATURE OF TENDERER

**\*\*\*Note:-**

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

**Check list**

Sl. No.	Particulars	Detail	Submitted details Yes/No
1	Type of Facility / Concession	E-Tender are invited for License for Snack Bar Counter at Jabalpur Airport	
2	Period of license/ concession	<b>03 years</b>	
3	Tender Fee	Rs 2000.00 In CPP portal Online	
4	Earnest Money Deposit	Rs 50000/- In CPP portal Online	
5	Gross area for license	6 SIX Sqmtr.	
6	Minimum Monthly Guarantee (MMG)	Rs. 77142.00/- P.M.	
7	Eligibility Criteria:	Page No. 10	
8	Technical Criteria:		
9	Financial Criteria:		
10	(UDIN No. statement/Turnover of charter account statement)	Page No. 13	
11	Utility Charges	Page No. 17	
12	Electricity & Water Charges	Page No. 17	
13	Applicable Govt. taxes (GST, etc.)	GST @18%	
14	Experience Certificates	YES / NO	
15	No Dues certificates / Declarations	Annexure I	
16	UNCONDITIONAL ACCEPTANCE	Page No. 29	
17	Gestation Period	<b>90 days</b>	
18	Security Deposit Towards LF	<b>06 (six) of MMG of 3<sup>th</sup> year</b>	
19	Security Deposit Towards EWC Charges	<b>5% of Annual License/Concession value</b>	
20	Date of publish of Tender document	<b>18-05-2022, (1600 IST)</b>	
21	Start download/sale date of Tender documents	<b>18-05-2022, (1700 IST)</b>	
22	Last download/sale date of Tender document	<b>07-06-2022, (1600 IST).</b>	
23	Last date of submission of queries to Tender Document on CPP portal	<b>06-06-2022, (1600 IST).</b>	
24	Reply to the queries by AAI on CPP portal	<b>06-06-2022, (1600 IST).</b>	
25	Last date for online submission of bids/proposals on E-tender portal	<b>08-06-2022, (1600 IST).</b>	
26	Technical Bid Opening date	<b>09-06-2022, (1600 IST).</b>	
27	Financial Bid Opening date(Change in opening date, If any will be intimated through CPP Portal only)	<b>15-06-2022, (1600 IST).</b>	

Validate Print Help **Item Wise BoQ**

Tender Inviting Authority: < Airport Director AAI Jabalpur Airport >

Name of Work: < License for Snack Bar Counter at the Jabalpur Airport >

Contract No: < AAI/JBP/COMML/2022 >

Name of the  
Bidder/  
Bidding Firm /  
Company :

**PRICE SCHEDULE**

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate(MRPF) PER MONTH EXCLUDING GST AND TAXES	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in	TOTAL AMOUNT In Words
1	2	4	5	6	7	13	14	15
1	License for for Snack Bar Counter at the Jabalpur Airport							
1.01	E-tender the license for Snack Bar Counter at the Jabalpur Airport	1.00	Job	77142.00		0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only		