

## Quotation Document



# AIRPORTS AUTHORITY OF INDIA BAGDOGRA AIRPORT

### Notice Inviting Quotation (NIQ)

For

License for allotment of Space for Installation,  
Operation, Maintenance and Management of  
AUTOMATED TELLER MACHINE (ATM) at Bagdogra  
Airport.

NIQ no.- AAI/BD/APD/COMML/ATM/2022  
MAY-2022

Downloading document/ availability of NIQ	From 20.05.2022 (1700 Hrs.) up to 14.06.2022 (1500 Hrs.)
Last date /Time for submission of SEALED QUOTATION	On or before 14.06.2022 Up to 1500 Hrs.
Date of Opening of SEALED QUOTATIONS (Envelop A- Technical Bid)	On 15.06.2022 at 1600 Hrs.
Date of Opening of SEALED QUOTATIONS (Envelop B- Financial Bid)	On 22.06.2022 at 1600 Hrs.

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## AIRPORTS AUTHORITY OF INDIA

### BAGDOGRA AIRPORT

#### NOTICE INVITING QUOTATION

1. Quotation is hereby invited for granting concession for the following:

License for the Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINES (ATM) at Bagdogra Airport:

Name of facility with its location	Earnest Money Deposit (in Rs.)	Minimum Reserve License Fee (MRLF) Per Month (in Rs.)
License for allotment of Space for Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINE (ATM), at Bagdogra Airport.	Rs.1,00,000/- (Rupees One Lakh only)	Rs. 30,800/- (Rupees Thirty Thousand Eight Hundred Only) per month

#### Location and Area Table:

Location and Area Table			
	Location	Area	MRLF
1	Departure area, facing city side adjacent to Udaan.	4.91sqm	30,800/-

#### Note:-

- (i) Offer above MRLF will be considered for award.
- (ii) Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- (iii) The bidder has to quote License fee payable to AAI for the ATM per month basis in the financial bid Envelop B.
- (iv) In addition to the Quoted License Fees, the selected bidder shall be liable to pay:
  - a) Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent for AC Space is **Rs.1340/-** Per Sqm per month and Non-AC **Rs.890/-** Per Sqm per month subject to annual escalation of 7.5%) for allotted space.
  - b) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
  - c) Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.

- (v) In case any party wants to install more than one ATM Machine at the specified ATM location as per the NIQ, pro rata License fees, charges and taxes for each additional ATM Machine will be applicable. No additional space will be provided for any additional ATM machine.
- (vi) No advertising / branding shall be permitted at the ATM counter. Only signboard indicating the logo and the name of the Bank shall be permitted to be displayed, subject to approval of AAI Bagdogra Airport.
- (vii) Limited number of Entry passes shall be issued to the authorized vendors of the respective Banks for filling up of Cash and Maintenance of the Machines.
- (viii) The successful bidder will be liable to pay all Govt. Taxes/ GST applicable at the rates declared by Govt. of India / State Govt. / Union territory from time to time.
- (ix) The successful Bank shall install ATM Machine of good working condition.
- (x) Gestation period of 30 (thirty) 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 Bank 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. The licensee has to ensure all the compliances including security compliances from BCAS/other regulatory agencies, fabrication of shop/counter 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.

- (xi) AAI reserves the right to grant such permission (additional license for similar facility) to another Bank at this airport and the licensee (first Bank) shall have no objection whatsoever.
- (xii) The prospective bidder is requested to read / study the terms & conditions of subject NIQ document and may visit the site / airport before participating in the subject NIQ and may satisfy themselves before submitting sealed offer. Request for reduction in license fee at any stage shall not be entertained by AAI.

In order to get assistance from this office regarding visit of site / airport, the Banks are requested to please inform us at least one day in advance. The necessary arrangements in r/o visit of site / airport shall be taken care of by this office, if desired by the Banks.

- (xiii) The successful bidder has to ensure that the Police verification/antecedents verification of their employees as per guidelines of BCAS is available before applying for Airport Entry Passes (AEP) in favor of their employees. Charges applicable for issue of Airport Entry Passes of their employees shall be borne by the licensee.
- (xiv) Any party either a firm or an individual falling under the following categories is not eligible:
  - a) De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. etc.
  - b) Parties facing action under PPE Act/ AAI 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 quotation.

- d) If the entity participating in the quotation is a private or public limited company, Partnership firm or a 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.

## **2. Gestation, Eligibility and Bidding Process**

### **GESTATION PERIOD:**

Thirty (30) days or actual Commencement of commercial operation, whichever is earlier.

### **ELIGIBILITY CRITERIA:**

- a) Any Scheduled Commercial Banks (both Nationalized/Private) having banking license from Reserve Bank of India)
- b) Sealed offers from Scheduled Commercial Banks through Indian Banks Association (IBA) and/or from the Banks directly for setting up and operation of ATMs at respective airports is invited.

### **Bidding Process**

**The highest bid received in the sealed offers will be treated as the discovered price and the highest bidder (bank) may be given choice of selecting preferred location(s).**

**If other Banks who participated in the tender process, may be given an option to set up ATMs at other locations mentioned in tender, subject to matching the “discovered price” but before the validity of bid only i.e., 180 days from the date of opening of financial Bid.**

No advertising/branding shall be permitted at the ATM Counters. Only signboard indicating the Logo and name of the Bank shall be permitted to be displayed. The maximum size of signboard should not exceed the fascia, and the same should be approved by Comml. Dept. AAI, Bagdogra Airport.

## **3. Period of License**

The allotment shall be for a period of **05 (Five) YEARS** with **10%** annual compound escalation for subsequent years. The subject licenses shall be extendable for a further period of **03 (three) years** subject to satisfactory performance with regard to provision of service and payment of license fee to AAI.

## **4. Eligibility Criteria**

***Scheduled Commercial Banks (both Nationalized / Private – having requisite Banking license from Reserve Bank of India).***

- 5. Only one quotation from each participating Bank shall be accepted.
- 6. The NIQ documents indicating full details of the license NIQ documents are available for download from AAI website ([www.aai.aero](http://www.aai.aero)).

**The filled NIQ Documents should reach below address on or before 15:00 hours on 14.06.2022.**

All onus of Tender participation documents reaching Bagdogra airport are on participating Agency Bank – Bagdogra Airport, AAI shall not be responsible for any delay.

Asst. Manager (Commercial),  
O/o Airport Director,  
Airports Authority of India,  
Bagdogra Airport,  
Bagdogra– 734421.

For any clarification / information please contact us on following phone numbers: Phone No. 0353-2698137

Email ID [apdixb@aai.aero](mailto:apdixb@aai.aero) [comlixb@aai.aero](mailto:comlixb@aai.aero)

7. The duly filled up “SEALED QUOTATIONS” completed in all respect should reach either by **REGISTERED POST** or **BY PERSON** at the above address by the due date / time. The sealed quotations of the bidders shall be opened in the presence of the interested bidders or their authorized representatives, if they wish to be present.

The critical dates are as under: -

Downloading / availability of NIQ document	<b>From 20.05.2022 (1700 Hrs.) up to 14.06.2022 (1500 Hrs.)</b>
Last date/Time for submission of SEALED QUOTATION	<b>On or before 14.06.2022 Up to 1500 Hrs.</b>
Date of Opening of SEALED QUOTATIONS (Envelop A- Technical Bid)	<b>On 15.06.2022 at 1600 Hrs.</b>
Date of Opening of SEALED QUOTATIONS (Envelop B- Financial Bid)	<b>On 22.06.2022 at 1600 Hrs.</b>

8. Late receiving / incomplete quotation will not be entertained.
9. AAI shall not be responsible for any kind of delay / loss of quotation.
10. AAI reserves to itself the right to reject the conditional offers without assigning any reason thereto (please refer unconditional Acceptance letter enclosed herewith as Annexure-B).
11. AAI reserves to itself the right to reject any or all the offers without assigning any reason thereof and to call for any other detail or information from any of the bidder(s).
12. **The successful bidder/licensee has to obtain prior permission from BCAS for operating the facility by acquiring Security Clearance from BCAS before commencement of operations/ within gestation period. The successful bidder has to apply through e-SAHAJ (Security clearance online portal). AAI, Bagdogra Airport will not responsible for delay in getting security clearance from BCAS. (Obtaining BCAS approval is completely bank/ agency's responsibility).**
13. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
14. **As per the development plan of Bagdogra Airport, New Terminal Building is likely to be completed by December 2024-2025. The decision to give an alternate location or terminate the subject contract or novation in favor of third party shall be at the sole discretion of the Authority and the decision of Bagdogra Airport, AAI shall be final and binding. The entire cost of shifting of the infrastructure/ shop to the New Location shall be borne by the licensee only.**
15. All the above guidelines will form part & parcel of the Notice inviting E-Tender (NIET).
16. AAI reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.

17. AAI reserves right to reject any or all e-tender(s) in part or in full without assigning any reason at any stage of Tender/ Award Process.

Airport Director  
Bagdogra Airport

## GENERAL INFORMATION / GUIDELINES

1. NIQ documents are not transferable.
2. 'Technical Bid' must be sealed in **Envelope 'A'** and 'Financial Bid (Offer)' in **Envelope 'B'** and both the Envelopes are to be sealed in **Master Envelope**.
3. **Envelope 'A' (TECHNICAL BID)**

Envelope 'A' which shall be opened first, shall contain the basic documents (in readable form) specified as under: -

  - a) Self-attested copy of Requisite Banking license from Reserve Bank of India (required as per clause 4 of NIQ)
  - b) Self-attested copy of the **PAN Card & GST Registration Certificate**.
  - c) **NO DUES CERTIFICATE**
    - (i) **Self-declaration of dues (For the Bank Branch having current and past contracts with AAI).**

The Bank branch should submit the details of contracts held (**current and past**) at AAI Airports and the details of disputed and undisputed dues there on along with the details of **Security Deposit** and mode of **Security Deposit**. (as per **Annexure A** of NIQ document).

- If the Bank Branch had / has not established contract with AAI, Bagdogra, NIL statement to also be filed as per **Annexure A** of NIQ document.
    - (ii) **No dues certificate from AAI (For the Bank Branch having current and past contracts with AAI).**

The Bank branch should also enclose the **No Dues Certificate** issued by all AAI Airports where the bank has/is operating ATM counters.
    - (iii) Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the Bank branches at the time of NIQ submission.
    - (iv) It will be the responsibility of the Bank branch to obtain the No Dues Certificate from AAI Airports and submit the same with the NIQ documents.
  - d) Form of unconditional acceptance duly signed. (Enclosed as **Annexure – B** along with NIQ document).
  - e) Declaration format- **Annexure- C**.
  - f) Payment of NIQ Cost: Rs 2,000/- (Non-Refundable) and EMD of Rs.1,00,000/- vide DD/Cheque in favor of Airports Authority of India may be submitted by the bidder.

**Important:-** AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of financial bid.
4. **ENVELOPE 'B' (FINANCIAL BID)**
  - a) The Envelope B should contain only the financial bid in the approved form.
  - b) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the Bank(s).



- c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
5. Bidders(s) should clearly indicate the name & address of their Bank Branch on both the Envelopes and should clearly indicate the name of facility for which NIQ has been invited.
6. It may be noted that the successful bidder needs to complete the following:
- Acceptance of the offer within **10 days** from the date of the award letter addressed to the bank.
  - Payment of advance license fee for one month within **15 days** from the receipt of the award letter.
  - (i) Payment of Security Deposit equal to 4 (Four) months license fee and Utility Charges based on the final year license fee in the form of NEFT / RTGS or Demand Draft / Bank Guarantee from a Nationalized / Scheduled Bank in favor of Airports Authority of India, BAGDOGRA within 15 days from the date of the award letter for the license and;  
  
(ii) That the Licensee shall also be liable to make the payment towards security deposit in respect of electricity charges equivalent to \_\_\_\_\_ (10% of annual license/concession value for the last year subject to minimum deposit of Rs.10, 000/- and a maximum deposit of Rs.10 lakhs.) The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
  - Execution of agreement before commencement of the contract.
  - Commencement of the facility within gestation period.
7. The NIQ(s) will remain valid for a period of **180 days** from the date of opening of the **Financial Bid in Envelope 'A'**.
8. Any breach of the conditions stated above by the successful Bank(s) shall be dealt as follows: -
- If a Bank 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 Bank will also be debarred from participating in any tender/quotation of AAI for a period of **two (2) year**.
  - If any contract is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the Bank 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 Bank will be debarred till he obtains a clearance from the concerned authority.
  - If at any stage, AAI finds that the Bank had submitted any false/ wrong/concealment of information/document affecting eligibility criteria of the facility in such case, Bank will be liable to be debarred for **three (3) years** for participation in AAI tenders/quotations.
  - If the Bank does not operate the license up to **50%** of the contract period then the Bank will be liable to be debarred for next **one (1) year**.
9. **Exit Clause, Dispute Resolution, Arbitration & Litigation.**
- Normal Termination-** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated 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 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 period. If such termination happens to fall within 50 % of the contract period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.
- c) Termination for Convenience-** Either party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 50% of the license period or the party has not served the requisite notice of 180 days, for surrender of license/concession after completion of 50% license period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)
(i)	Before 50% of contract period	Four (04) Months
(ii)	Between 50% to 75%	Three (03) Months
(iii)	Between 75% to 100%	Two (02) Months

**NOTE:** If the licensee does not operate the license up to **50%** of the contract period then the party is liable to be debarred for **one (01) year** from the date of issuance of orders.

- d) Termination for Regulatory / Legislative or Supervisory Requirements:** If any provision on 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.
- 10.** All the above guidelines will form part & parcel of the Notice inviting Quotation (NIQ).
  - 11.** AAI reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the NIQ.
  - 12.** AAI reserves right to reject any or all NIQs in part or in full without assigning any reason.

**PRICE BID (FINANCIAL BID) FOR ENVELOPE 'B'**

**NIQ no.: AAI/BD/APD/COMML/ATM /2022**

AIRPORTS AUTHORITY OF INDIA

BAGDOGRA AIRPORT

**FORM OF QUOTATION**

1.	Name of Facility	License for allotment of Space for Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINE (ATM), at Bagdogra Airport.
2.	Period of License	The period of license shall be for a period of <b>05 (Five) years</b> .
3.	Minimum Reserved License Fee (per month) [in words & figure]	Rs. 30,800/- (Rupees Thirty Thousand Eight Hundred Only) per per month
4.	Name and Address of the Bank Branch (in block letters)	
5.	Contact Persons' Name, Contact No. and Email (Bid liable to be rejected if not provided/ contact not reachable)	
6.	Status of the Scheduled/ Commercial Bank (Nationalized /Private)	
7.	Name / Designation of the Signing Authority	
8.	Offer of the license fee for <b><u>EACH</u></b> ATM per month	<b>Rupees (In figures)</b>   <b>Rupees ( In words)</b>   plus applicable Govt. taxes and other applicable charges during the license period.

**Financial Bid Format (to be filled in proper format for Financial Bid in Envelope B)**

<b>9</b>	<b>Location</b>	<b>Area</b>	<b>The quote received against Minimum Reserved license fees plus taxes/ charges shall be applicable</b>
<b>i.</b>	Departure area, facing city side adjacent to Udaan.	4.91 sqm	

- a) I / We have carefully read and understood the terms and conditions of the license as contained in NIQ Documents issued by the Airports Authority of India (AAI) including the following:
- In case the documents submitted by my/our firm along with NIQ are false / incorrect, the NIQ of my/our firm will be liable to be rejected by giving reasons.
- b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- c) The AAI does not bind itself to accept the highest or any bid and reserves to itself the right of accepting the whole or any part of the NIQ and the bidder shall be bound to provide the service at the rate quoted.

Signature of the Authorized Signatory Of Bank	
Name with designation	
Status	
Address	
Tel. No. (office)	
(Residence)	
Fax No.	
Mobile No.	

Email Address	
---------------	--

Witness:

(1) \_\_\_\_\_

( \_\_\_\_\_ )

(2) \_\_\_\_\_

( \_\_\_\_\_ )

## **Draft License Agreement**

**Photo of  
the  
Licensee**

SUBJECT: Grant of License for allotment of Space for Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINE (ATM), at Bagdogra Airport.

THIS AGREEMENT made and executed at Bagdogra Airport on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty-Two by and between:

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority (Act 55 of 1994) and having its corporate office at New Delhi and branch office at Bagdogra Airport, represented by \_\_\_\_\_ Airport Director, Bagdogra Airport, Surat, hereinafter called the “Authority” (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

And

\_\_\_\_\_, represented by its Authorized Signatory \_\_\_\_\_ and having its registered office at \_\_\_\_\_ hereinafter called the “Licensee” (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in Law to grant license at its Bagdogra Airport for the purpose License for allotment of Space for Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINE (ATM), at Bagdogra 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 obtain a license to use the Premises from the Authority on the terms & conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of \_\_\_\_\_ years from \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier on account of following:
  - a. By either party giving 180 days of notice in writing without assigning any reason.

- b. Terminated by AAI on a short notice on account of unsatisfactory performance.
  - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. 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 License Fee
Up to 1 ½ Year	_____ + GST applicable on time
After 1 ½ Year	_____ + GST applicable on time
After 2 ½ Year	_____ + GST applicable on time

3. Rate of Escalation:

- a. License Fees shall be subject to annual escalation of 10%.
  - b. The first annual escalation will be applicable after completion of one year + six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIQ, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIQ.
4. The licensee has to pay the bill by 10<sup>th</sup> of every month in advance for that particular month, failing which interest at the rate of 12% per annum shall be charged as per AAI Credit Policy, without prejudice to Authority's other rights and remedies.
5. That Licensee is also liable to pay Rs.1340.00-per sqmtr pm towards AC space rent (if applicable). Licensee is also liable to pay utility facilitation charges @ 10% of monthly License fee. Such charges shall be paid within the date(s) specified in the bill(s). The space rent/Utility/Facilitation charges/CAM charges are subject to 7.5% compound annual escalation on 1st April of every year or as may be decided by AAI from time to time.
6. 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.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in Laws.
8. That the Licensee shall make payment of license fee either by cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.
9. That the licensee shall deposit a sum of Rs. \_\_\_\_\_ i.e. an amount equal to 04 months of

license (based on final year license fee) fee as Security Deposit in the form of Demand Draft / Pay order / RTGS/NEFT/ Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Airport Director, AAI, Bagdogra Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest

10. That the Licensee shall also be liable to make the payment towards security deposit in respect of electricity charges equivalent to \_\_\_\_\_ (10% of annual license/concession value for the last year subject to minimum deposit of Rs.10, 000/- and a maximum deposit of Rs.10 lakhs.) The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
11. 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.
12. 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.
13. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
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 the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
16. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, and for no other purpose.
17. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
18. The licensee must necessarily operate the contract for minimum 50 % of the total



period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year.

19. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI tender. However, in case the license is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
20. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 180 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 180 days' notice in writing without assigning any reason thereto.

21. Exit Clause in this contract shall be as follows: -

**A. Normal termination: -**

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

**B. Termination for cause: -**

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period, then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the six (6) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

**C. Termination for convenience: -**

Either party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 50% of the license period or the party has not served the requisite notice of 180 days, for surrender of license/concession after completion of 50% license period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)
(i)	Before 50 % of contract Period	4 Months
(ii)	between 50% to 75%	3 Months
(iii)	between 75% to 100%	2 Months

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

**D. Termination for regulatory / legislative or supervisory requirements:** If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment.

22. No compensation is payable by AAI. Exponential penalty on licensees @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.
23. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
24. Acceptance of award letter \_\_\_\_\_ dated \_\_\_\_\_ and NIQ Conditions shall form part and parcel of the license agreement.

25. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions found, Schedule of premises and Concession location drawing in Appendix 1, 2 & 3 annexed hereto.

Signed by \_\_\_\_\_ Airport Director, Airports Authority Of India, Bagdogra Airport, for and on behalf of The Airports Authority Of India, in the presence of:

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed by \_\_\_\_\_ authorized signatory for and on behalf of \_\_\_\_\_ in  
The presence of:

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

## 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 and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- (3) Any notice required to be served on the 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.
  - a) The period of notice given under this Agreement will count from the date of receipt of notice by either side
- (4) Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
- (5) (a) The Licensee shall not, unless with the written consent of the Authority, create a subcontract 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 for no other purpose whatsoever.
- (6) The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shops and Establishments Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.
- (7) (a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

- (b) The Authority shall not be responsible in any way for loss or damage by any means causes to the licensee's stock or property.
- (8) The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs.500/- per day for each default up to 7 days & thereafter Rs. 1000/- per day and can take other actions including termination of the license
- (9) The licensee shall comply with the requirements of all standard health clauses including those given below :
- a. The Airport Health Officer/ Medical Officer of AAI or persons 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 instructions given by the Airport Health Officer/Medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
  - c. The licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
  - d. The licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
  - e. The licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary 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 (c), the Authority will be entitled and be at liberty to determine the licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the licensee for due performance of the agreement.
- (10) The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any

person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

- (11) (a) The licensee would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO<sub>2</sub> fire extinguisher in the licensed premises at his cost before commencement of business.
- (b) No wooden partition / inflammable material shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop / office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
- (c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- (12) The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.
- (13) The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the 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 licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.
- (c) The licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
- (15) In the case of such breach of the terms of this license as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the licensee up to the limit of the Security deposit of the licensee. The decision of the Authority in this respect will be final and binding on the licensee.
- (16) The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- (17) The licensee shall 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.

- (18) 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 or his authorized representative.
- (19) If because of any strike or lock-out in the Airport or in any airline, the licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the licensee may suffer in such an event. However, rebate in the license fee due to ban on visitor entry at the airport and 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.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) On expiry of the license period or on termination of the license by the Airport Authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, licensee shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.

After the contract expires, the Licensee shall be given a maximum of 07 days to vacate the premises (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee. If the agency fails to vacate the premises within 07 days of expiry of contract, twice of normal notified space rent of that area shall be charged from date of expiry to the date of vacation.

If agency fails to vacate even after 15 days, the agency ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and

charge the costs incurred to the agency/adjusted from available SD along with outstanding dues if any. Taking over document has to be signed after clearance of premises by the Licensee.

- (24) 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(s)/ land/ garden/ tank/ premises to or in favor of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
- (25) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
- (26) 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.
- (27) 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 AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the 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/ RED of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended up to date shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the disputed amount (in the form of BG/DD/PO/NEFT) with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman/Member/ RED of the Authority, subject to the condition that the licensee shall have to deposit the disputed amount (in the form of BG/ DD/PO/ RTGS/ NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

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

- (28) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
- (29) In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.

(SIGNATURE OF LICENSEE)



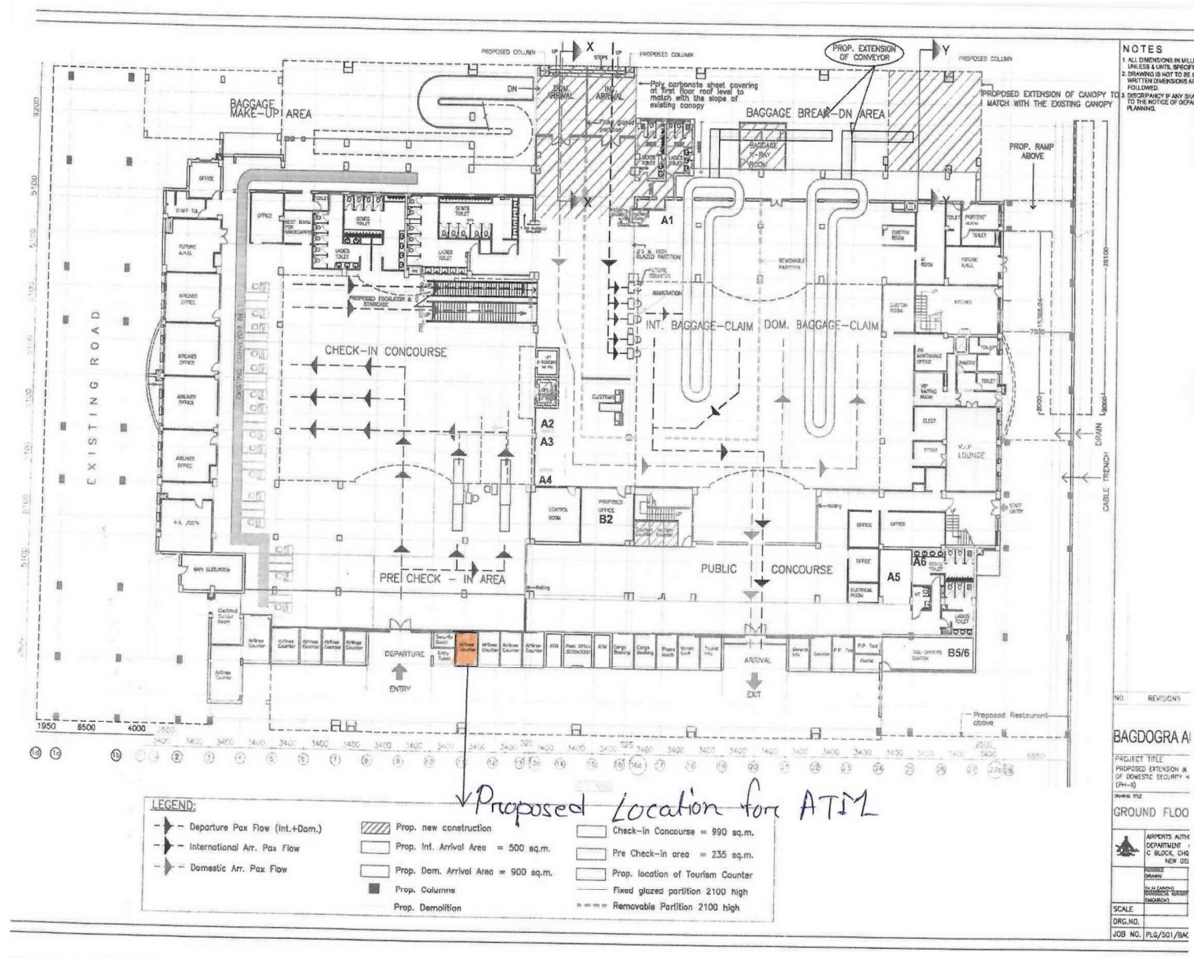
**SCHEDULE OF PREMISES****1. AREA ALLOTTED AND LOCATION**

Location and Area Table			
	Location	Area	MRLF
1	Departure area, city side adjacent to Udaan	4.91sqm	30,800/-

2. **PURPOSE** : License for allotment of Space for Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINE (ATM), at Bagdogra Airport.

SIGNATURE OF THE LICENSEE

## SKETCH DRAWING OF LOCATION



**ANNEXURE - A**

**Declaration under CLAUSE 3 (c) (i) & (ii) of General Information / Guidelines of NIQ**

**(TO BE ATTACHED IN TECHNICAL BID – ENVELOP ‘A’)**

I/We hereby declare that .....(name of the Bank Branch) has/had following contracts (current and past) at AAI Airports and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit is as under:-

**CURRENT CONTRACTS:-**

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

**PAST CONTRACTS:-**

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

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

**OR**

I/We hereby declare that .....(name of the Bank Branch) has/had not established any business (current and past) at AAI hence the clause 3 (c) (i) & (ii) of General Information / Guidelines of NIQ is not applicable to us.

SIGNATURE OF AUTHORISED PERSON OF BANK WITH STAMP

Date:-

ACCEPTANCE LETTER  
(TO BE SUBMITTED IN ENVELOPE 'A')  
Refer Clause 3 (d) of General Information / Guidelines of NIQ

To,

The Airport Director, Airports  
Authority of India Bagdogra  
Airport.

Sir,

**ACCEPTANCE OF AAI's NIQ CONDITIONS**

1. The NIQ documents for the Facility “**License for allotment of Space for Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINE (ATM), at Bagdogra Airport.**” have been provided 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 NIQ 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 terms & conditions of AAI's NIQ documents in its entirety for the above facility.
3. The contents of **Clause 10** of Notice Inviting Quotation of the subject Document has been noted wherein it is clarified that AAI reserves the right to reject the conditional offers without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the appropriate authority in AAI.

Yours faithfully,

Date: \_\_\_\_\_

(Signature of the bidder)  
with rubber stamp

**ANNEXURE – C****DECLARATION****(TO BE ATTACHED IN TECHNICAL BID – ENVELOP ‘A’)**

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 quotation 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 against our/its associates or against any of the Directors/Managers/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal

FORM OF BANK GUARANTEE

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

WHEREAS by a License Agreement dated \_\_\_\_\_ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY) of the one part and

.....  
.....

.....  
.....

..... (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the **License for allotment of Space for Installation, Operation, Maintenance and Management of AUTOMATED TELLER MACHINE (ATM), at Bagdogra Airport** 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 that at the request of the licensee we, \_\_\_\_\_ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees..... /USD.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of \_\_\_\_\_ or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
6. This Guarantee shall be valid till \_\_\_\_\_ and you have the right to encash this Guarantee up to \_\_\_\_\_ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

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

For Bank Name

Dated:

Place:

Witnesses:

**ANNEXURE: L1**

**For Successful bidder only**

(Letter of understanding from the Depositor to be submitted along with Bank  
Guarantee to AAI)

The Branch Manager,  
..... Bank,  
.....

Sub: My/Our bank Guarantee No. ....dated.....for  
Rs.....Issued in favour of s AAI A/c NO.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose  
of Security/Earnest money on account of contract awarded/to be awarded by M/s  
Airports Authority of India to me/us.

I hereby authorize the AAI in whose favor the deposit is made to encash /  
close the subject 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.

Signature of the Depositor

Place:

Date:



## **ANNEXURE: L2**

### **For Successful bidder only**

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  
row 1)**

7037

**Particulars (to be mentioned in**

**<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 IDENTIFIER CODE (7037)
1.	BAGDOGRA	<a href="mailto:bgv.bagdogra@aai.aero">bgv.bagdogra@aai.aero</a>	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/H1 Bidder)

\_\_\_\_\_

Specimen copy to be pasted of Master Envelope.

**MASTER ENVELOPE**

**NIQ for License for allotment of Space for  
Installation, Operation, Maintenance and  
Management of AUTOMATED TELLER  
MACHINE (ATM), at Bagdogra Airport.**

**To,**

**Assistant Manager Commercial,  
O/O AIRPORT DIRECTOR,  
AIRPORTS AUTHORITY OF INDIA,  
Bagdogra Airport, Bagdogra- 734421**

**FROM:**

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Specimen copy to be pasted of Envelope 'A'

**ENVELOPE 'A'**  
**TECHNICAL BID**

**NIQ for License for allotment of  
Space for Installation, Operation,  
Maintenance and Management of  
AUTOMATED TELLER MACHINE  
(ATM), at Bagdogra Airport.**

**FROM:**

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.....  
.....

Specimen copy of to be pasted on Envelope 'B'

**ENVELOPE 'B'**  
**FINANCIAL BID (OFFER)**

**NIQ for License for allotment of  
Space for Installation, Operation,  
Maintenance and Management of  
AUTOMATED TELLER MACHINE  
(ATM), at Bagdogra Airport.**

**FROM:**

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