



AIRPORTS AUTHORITY OF INDIA

COMMERCIAL DEPARTMENT

***Expression of Interest (EOI) for “Provision of Convenience
Retail Shop at New AAI’s Residential Colony Bagaluru,
Bengaluru- 562 149”.***

I N D E X.

Expression of Interest (EOI) for “Provision of Convenience Retail Shop at New AAI’s Residential Colony Bagaluru, Bengaluru- 562 149”.

| Sl.NO. | Description | Page No. | |
|--------|--------------------------------|----------|----|
| | | From | To |
| 1 | Notice Inviting EOI | 1 | 2 |
| 2 | Expression of Interest (EOI) | 3 | 5 |
| 3 | Unconditional Acceptation | 6 | 6 |
| 4 | General Conditions of Contract | 7 | 10 |
| 5 | License Agreement | 11 | 15 |

This Notice Inviting EOI Contains 15 Pages serially numbered excluding of cover & index pages.

**Sd/-
General Manager (CIC).**

AIRPORTS AUTHORITY OF INDIA

NOTICE INVITING EXPRESSION OF INTEREST.

Ref: AAI/BLR/GM(CIC)/EOI-Con.Retail Shop/2022-23/

Date: 26.05.2022

1. Airports Authority of India invites Expression of Interest (EOI) from reputed local leading Convenience Retail Shop for providing grocery items, milk, fruits & vegetables etc at New AAI's Residential Colony Bagaluru, Bengaluru-562 149, for 01 (one) year time period.
2. Detail document of EOI may be obtained from AAI Web site www.aai.aero or from Department of Commercial, O/o General Manager (CIC), Airports Authority of India, Alpha-1 building, KIA, Bengaluru – 562 149.
3. The duly filled “SEALED EOI” completed in all respect should reach either by registered post or by person at the above address by **06/06/2022 up to 1500Hrs.**
4. The documents required under eligibility criteria must be SEALED in **ENVELOPE I** And offer against Minimum Reserve Revenue in the prescribed format as “Annexure A” in **ENVELOPE II** and both the Envelopes I & II are to be SEALED in “**MASTER ENVELOPE**”. A master envelope containing both the Envelopes I & II duly sealed and SUPER SCRIBING- “Expression of Interest (EOI) for Operation of Medical Inspection Room at Terminal Building, Mysuru Airport.

Envelope-I: - (Technical Eligibility), which shall be opened first, shall contain duly signed /self-attested copies of the basic documents required under eligibility conditions as specified in the EOI documents.

- i. The participating agency must have one (01) year experience in F&B business during the last five (05) years.
- ii. Self-attested copies of the owner like valid FSSAI registration/ license, PAN card, GST registration, Aadhar Card, business bank account details as applicable.
- iii. The Duly signed copy of Unconditional Acceptance of AAI's EOI Conditions in support of their meeting Criteria.

Envelope II: - (Financial Bid).

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

5. The Envelope I & II shall be opened on in the presence of the interested participants or their Authorized representatives who wish to be present on the day of opening of EOI.

CRITICAL DATES:

| S. No | Activity | Date | Time in IST |
|-------|--|------------|-------------|
| 1. | Last date / Time for submission of EOI | 06.06.2022 | 1500 hrs |
| 2. | Opening of envelope, I, Technical Bid | 07.06.2022 | 1530 hrs |
| 3. | Opening of envelope II, Financial Bids | 07.06.2022 | 1600 hrs |

6. AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.

.

**General Manager (CIC)
Airports Authority of India,
KIA, Benagluru.**

AIRPORTS AUTHORITY OF INDIA

EXPRESSION OF INTEREST

Airports Authority of India invites Expression of Interest (EOI) from reputed local leading Convenience Retail Shop for providing grocery items, milk, fruits & vegetables etc at New AAI's Residential Colony Bagaluru, Bengaluru-562 149, for 01 (one) year time period.

Convenience Retails shop at New AAI's Residential Colony Bagluru Bengaluru is required, to provide day to day food items for the resident.

The following shall be eligibility parameters for selection of health service provider: -

1. Local leading Convenience Retails shop.
2. The period of agreement of the Convenience Retails shop shall be for 01 (one) years.
3. The Convenience Retails shop shall setup facility designated location at New AAI's residential colony to provide minimum basic essential goods such as groceries items like eggs, bread, butter, and milk, fruits & vegetables, snacks, bottled water, juices and soft drinks etc.
4. Airports Authority of India will provide a space for Convenience Retails shop as decided by AAI at Rs 1.00 per month as a MRLF. Electricity & water shall be charged separately as per the consumption on monthly basis.

If you are interested in this goodwill gesture and wish to boost the image of your retail shop , please submit your EOI on or before **1500 hrs of 06.06.2022**

**General Manager (CIC)
Airports Authority of India,
KIA, Benagluru.**

Annexure - A

FORM OF EXPRESSION OF INTEREST (EOI)

(Financial Offer)

{To be submitted in Letter Head}

| | | |
|---|--|---|
| | | Convenience Retail Shop at New AAI's Residential Colony Bagaluru, Bengaluru-562 149 |
| 1 | EOI (Name of License) | |
| 2 | Period of License | One (01) year |
| 3 | Minimum Reserved license fee per month | Rs 1.00 (Rupees One only) per month. |
| 4 | Name, Address and contact of the Convenience Retail Shop (in block letters) | |
| 5 | Registration details & copy of following documents as applicable. a) FSAAI licence copy b) Shop establishment registration certificate. c) PAN, Aadhar card & GST registration certificate, unconditional acceptance. | |

Annexure – B

SCHEDULE OF PREMISES

| | |
|-----------------------|--|
| SPACE | 3.12 m X 4.51 m = 7.63 Sqm (approx.) or |
| 1. MEASUREMENT | : as decided by AAI. |
| 2. LOCATION | : Inside of New AAI's Residential colony, Hovinayakanahalli - Bagaluru, Bengaluru |
| 3. PURPOSE | : Establishing of Convenience Retail Shop |

UNCONDITIONAL ACCEPTANCE LETTER
{To be submitted on letter head}

To
General Manager (CIC)
Airports Authority of India
KIA, Bengaluru

Sir,

ACCEPTANCE OF AAI'S EOI CONDITIONS

1. The documents for the “Expression of Interest (EOI) from reputed local leading Convenience Retail Shop for providing grocery items like milk, fruits & vegetables etc at New AAI’s Residential Colony Bagaluru, Bengaluru” have been provided by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the EOI documents made available to me/us in the office of Airport Director. 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 EOI conditions of AAI’s EOI documents in its entirety for the above facility.
3. The contents of clauses of Notice Inviting EOI of the EOI documents have been noted wherein it is clarified that after unconditionally accepting the EOI conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the EOI Document and the same has been followed in the present case. In case, this provisions of the EOI if found violated after opening of EOI, I/We agree that the EOI shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the Security Deposit.
4. ‘That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI’.

Yours Faithfully

Date:

(Signature of the shop provider)

GENERAL TERMS AND CONDITIONS.

- 1) The offer should reach the O/o The General Manager (CIC), AAI, Alpha-1 building, ATS complex KIA, Bengaluru on or before **06.06.2022** up to **1500 Hrs.**
- 2) The offer will be opened on **07.06.2022** at **1530 Hrs.** in the presence of the parties or their representative if any present.
- 3) The **Convenience Retail Shop at New AAI's Residential Colony Bagaluru, Bengaluru-562 149** is as shown in the layout plan/sketch enclosed. The said sketch duly signed by the party is to be enclosed while submitting the offer.
- 4) Expression of interest received for a portion of the sector /segment will not be entertained and such offer shall be summarily rejected.
- 5) Airports Authority of India shall evaluate the proposals for Convenience retail shop which are submitted by the agencies, and based on the evaluation the best proposal will be selected by AAI and the offer shall be decided accordingly. The decision of AAI in this respect will be final and shall be binding on all parties.
- 6) On acceptance of offer, the party has to sign the terms and conditions of the agreement on a non-judicial stamp paper of value of Rs. 100/- for which the cost shall be borne by party and this document will form part of the agreement.

TERMS AND CONDITIONS: -

- 1) The period of agreement is for 01 (one) year reckoned from date of issue of award letter. The Authority shall have the right to disengage the party by giving three-month notice at any time. This agreement can be reviewed by AAI every year within the above agreement period of 01 (one) year depending upon the performance of the agency.
- 2) That the Licensee shall establish retail shop in accordance with the plans approved by the AAI within a period of one months from the date of award.
- 3) The Licensee shall not use the said retail shop for any other purpose.
- 4) The remodeling and reconstruction of the shop would be as approved by the Authority but at the party's own cost.
- 5) The Licensee shall not put up any structure whether permanent or temporary without the due approval of the Authority.
- 6) The licensee shall not raise any objection against contract awarded by AAI to other agencies in the said retail shop.
- 7) The Licensee shall not let out the said retail shop to any other party.
- 8) The Licensee shall be responsible for any damage, loss or injury whatsoever that may be caused to the said Retail shop or any other belongings of the Authority and/or any of their underground works if any. In case such damages or injury or losses are caused, the licensee shall be liable to make good all such damages or injury or losses, and shall forthwith pay the Authority the damages of compensation for such losses or injuries suffered by the Authority to the entire satisfaction in all respects of 'Authority'.
- 9) The 'Authority' shall not be liable to pay any compensation for any additions, alterations, omissions, damages or defacing caused to the said retail shop as a result of work being carried out by the Authority, or by any accident. However, before carrying out any such work by the Authority intimation will be given to the party.
- 10) Nothing contained herein shall be construed as conferring upon the Licensee, any right or interest over the land or property of the Authority either as the Licensee or Lessee of land or part of it for any purpose whatsoever.
- 11) The said Retail shop shall be deemed to be Public Premises and AAI Act 1994 now in force or any other Act touching the subject that may hereinafter come into force and the rules framed thereunder are applicable.
- 12) 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 AAI Act 1994 and the rules framed thereunder which are now in force or which may hereinafter come into force are applicable) shall be referred to Sole Arbitrator of a person to be appointed by the Chairman of the Authority. The award of the Arbitrator so appointed shall be final and binding on both the parties.

- 13) Water required for the subject work can be taken from the available source on chargeable basis subject to availability of water with AAI for this purpose. In case due to scarcity of water or non-availability of water with AAI for this purpose due to any reason the licensee has to make his own arrangements for water and the agency shall not have any claim from AAI on this matter. For taking water supply from the nearby available source/provision, necessary water charges at the AAI approved rates will be raised against the party, which shall be settled by the licensee without any plea or dispute etc. The water charges will be based on the tariff decided by AAI from time to time. Water meter has to be provided by the Licensee at his own cost.
- 15) AAI shall provide the electricity supply & accordingly the electricity charges will be levied based on the commercial tariff approved by AAI from time to time. The electricity meter shall be provided by the Licensee at his own cost.
- 16) A deposit of **Rs. 10,000/- (Rupees Ten Thousand only)** towards electricity and water charges shall be made by the licensee in the form of Demand Draft in favor of AAI, payable at Chennai. The deposit shall not carry any interest and the deposit amount shall be returned to the Licensee after termination of contract/after expiry of License agreement after deducting the outstanding dues if any.
- 17) The entire watch and ward in safeguarding the items inside the retail shop is the responsibility of the Licensee.
- 18) The licensee shall observe all rules/regulations and directions issued from time to time by the Authority.
- 19) The site shall be assigned to the Licensee for establishment of convenience retail shop on payment of nominal license fee of Re.1/- (Rupee One only) per month.
- 20) GST or any other tax payable on account of this license has to be paid by the Licensee.
- 21) AAI reserves itself to accept/or reject any of the offer without assigning any reasons.
- 22) The following copy of documents to be submitted along with EOI as applicable: -
 - I) Copy of GST Registration., PAN and Aadhar card and unconditional acceptance.
 - II) Copy of valid FSAAI license & valid shop establishment registration certificate, Proof of company / firm registration for corporate or business houses as applicable
- 23) **Security:** - The agency and his employees shall abide by security regulation framed by AAI or Police Authority. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not allow to work. The agency shall be fully responsible for the satisfactorily working of his staff.

“If agency or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules”.

(SIGNATURE OF CON.RETAIL SHOP PROVIDER)

LICENCE AGREEMENT

Subject: License for establishing Convenience Retail Shop for providing grocery items, milk, fruits & vegetables etc at New AAI's Residential Colony Bagaluru, Bengaluru-562 149.

THIS AGREEMENT made on this _____ Day of _____ of Two Thousand between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its corporate office at R.G.Bhawan, Safdarjung Airport, New Delhi and office at Mysuru Airport represented by Airport Director hereinafter called the Authority (Which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part, and -----represented by ----- of the other part, hereinafter called the Convenience retail shop provider (Which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the health service provider).

WHEAREAS the Authority is entitled in "Law" to grant license for the purpose of establishing Convenience Retail Shop at New AAI's Residential Colony Bagaluru, Bengaluru-562 149, so as to provide packed foods, groceries items like milk, fruits & vegetables etc to the residents 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 Convenience retail shop provider is desirous to render the services to the Authority on the terms and conditions mentioned hereunder: AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnessed:

1. That the license for the said facility shall be valid for a period from to -unless terminated earlier on account of following: -
 - (a) By giving 60 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, Health service provider 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 is Rs 1.00 (Rupees One only).

3. That the Convenience retail shop provider shall pay all rates, assessments, out goings and other taxes as liable on the Convenience retail shop provider provider in Laws.
4. That the Convenience retail shop provider 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.
5. That in the event of failure to pay the license fee and other charges by due dates, simple interest @12% per annum be payable on all delayed payments without prejudice to the Authority's other rights and remedies.
6. That the Convenience retail shop provider shall deposit a sum of Rs i.e. equal to last four (4) months of license fee as Security Deposit in the form of Demand Draft / Pay order / RTGS from a Nationalized / Scheduled Bank in favour of Airports Authority of India, Bengaluru.
In the event of the Convenience retail shop provider 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.
7. The Convenience retail shop provider 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.
8. That the Convenience retail shop provider shall maintain such regular and proper account books along with supporting documents regarding sales effected by the Health service provider 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 Health service provider 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. Health service provider shall be liable to share invoicing details live with AAI.
9. That the Convenience retail shop provider shall have no right to object as and when the Authority decides to grant additional license for similar Facility at the premises where the Convenience retail shop provider is rendering such services.

10. 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 Health service provider. 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.
11. All the times during the currency of the license agreement, it shall be the responsibility of the health service provider 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 health service provider on any accounts whatsoever.
12. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Health service provider to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Convenience retail shop provider 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 Convenience retail shop provider shall not be entitled to claim any compensation or revision in the license fee on that score.
13. The Convenience retail shop provider 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 resident only and for no other purpose.
14. The Convenience retail shop provider shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
15. The Convenience retail shop provider shall not terminate the license before the expiry of the period of the license except by giving 60 days' notice in writing, otherwise the Health service provider shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Health service provider. The license can be terminated by the Authority by giving 60 days' notice in writing without assigning any reason thereto.

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 part can serve the notice for termination by giving the requisite notice period. 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 administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six (6) months current license fee if the termination occurs before the 50% period of the original contract. The period of six (6) months will be reduced to four (4) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to three (3) months license fee.

If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise, then it will deemed to be closed from the date of such enactment. No compensation is payable by AAI. Exponential penalty on health service providers @ double the license fee per month in the form of damage charge can be imposed on health service providers unauthorized occupying the premises after expiry of contract period.

- 16. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Health service provider 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 Convenience retail shop provider for due performance of Agreement.

17. The Authority and Convenience retail shop provider further agree that they are bound by the General Terms & conditions of the EOI.
18. Compliance of prevailing Security norms etc. from time to time shall be ensured by the party/licensee.
19. The award letter no..... dated..... shall also form a part of the license agreement.

**General Manager (CIC),
Airports Authority of India,
KIA, Benagluru**

Witnesses: -

1.

2.

On Behalf of Convenience retail shop provider witnesses

1.

2.