



AIRPORTS AUTHORITY OF INDIA
IMPHAL INTERNATIONAL AIRPORT,
IMPHAL - 795140



Notice Inviting Expression of Interest (EOI) for Allotment of Advertisement sites based on Rate Card at Imphal International Airport

1. Airports Authority of India (AAI), Imphal Airport Invites Expression of Interest for Allotment of sites for Advertisement based on Rate Card through AAI website for a period of 3 months with following terms & conditions:
 - i. Parties having 02 years' experience in advertisement display business at transportation centres like airports, seaports, Railways, Metro Rail station
OR
 - ii. Corporate Houses/Companies/Agencies having interest to display advertisement sites for display of Advertisement sites inside & outside Terminal Building of Imphal Airport.
2. The allotment of space to qualified agency will be allotted on first come first serve basis.
3. In addition to card rate fee licensee has to pay electricity charges as applicable.
4. The licence shall be for a temporary period of 3 months and further extendable up to **31-12-2022** or till finalization of regular Advertisement Rights tender, whichever is earlier.
5. The interested agencies/agency have to select the advertisement sites as per requirement as per list of sites in Annexure A.
6. Only the offers of agencies submitting the requisite documents and fulfilling the eligibility conditions of EOI shall be considered for evaluation & award.
7. On acceptance of offer, the party has to execute an Agreement on non-judicial stamp paper of value of Rs.100 (cost of the non-judicial stamp paper borne by the participants).
8. The permission for display of Advertisement sites inside Terminal Building of Imphal Airport is purely temporary and can be terminated by either of the parties by giving 30 days' notice. However, AAI can terminate the subject permission on short notice of 10 days subject to unsatisfactory performance such as non-payment of licence fee, display of objectionable content etc.
9. The licensee shall remove the advertisement sites at their own cost, on expiry or termination of the contract, and handover the possession of sites to AAI.
10. The licensee shall be required to submit security Deposit equivalent to 2 months gross billing and one-month advance licence fees in the form of RTGS/NEFT from scheduled Nationalized Bank.
11. On account of non-acceptance of award or on account of non-completion of offer conditions within the prescribed time, Licensee shall be debarred by AAI for further participation in the offer at its Airports or any other place under the control of AAI for a period of one year.
12. Interested agencies may have site inspection before submitting the offers.
13. All the above guidelines will form part & parcel of the Expression of Interest (EOI) and the Agreement.
14. AAI reserves to itself the right to reject the conditional offers without assigning any reason thereto.
15. 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 bidders.
16. EOI documents indicating full details of the Licence can be seen in AAI website www.aai.aero.
17. Interested parties meeting the eligibility conditions may submit their proposal along with Scanned copy of PAN card, GST Registration, Certificate of Incorporation and Copy of Audited P&L Account and balance sheet of last financial year, Declaration of outstanding dues pertaining to various contracts at AAI controlled Airports.
18. Interest parties/agencies to send their proposal through post/by hand to the "O/O The Airport Director, AAI, Imphal Airport, Imphal-795140, Manipur" **OR** E-mail : commercialimphal@aai.aero. Any clarification/query, kindly contact: 0385-2455067

Special Terms and Conditions for Temporary Advertisement Rights
Inside/outside Terminal Building, Imphal Airport

1. Designing, setting up and installation of the Display Boards along with Electricity Connection shall be arranged by the licensee at his own cost to offer a pleasing ambience to Airport. Preferable slim boards to match the existing aesthetics of the Airport, after obtaining prior approval of AAI in the allotted space. Licensee shall ensure that necessary earthing is provided for all the Advertisement sites and also ELCB (Earth leakage Circuit Breaker) is provided for each Advertisement site.
2. Total area of advertisement sites inside/outside the building shall be as **ANNEXURE A** of EOI.
3. Gestation period of 10 days from the date of award shall be permitted. However, if any of the display of Advertisements on any of the sites is commenced within gestation period, licence fee for such site shall be charged for that date. Irrespective of whether the display of Advertisements has commenced or not, the licence fee shall be charged for all the sites in the selected clusters, after expiry of gestation period i.e. from 11th day of award.
4. Advertisement sites as per above referred list in the EOI shall be provided by AAI. All material for advertisement shall be fabricated by the licensee at his own cost. The material used by the party should be such that it enhances the aesthetic of the airport and prior approval of AAI is required before installation.
5. Objectionable material display will not be permitted. AAI also reserves the right not to allow any advertisement of certain commodities. The decision of AAI shall be final and binding in this regard.
6. In case of floor mounted Advertisement displays, the same to set up on the floor with padding so that floor is not damaged.
7. The Authority has a right to check, search examine the persons and the belonging of the employees/representatives and agents of the contractors while entering/leaving the premises. All the expenses for issue of Airport Entry Passes of their employees have to borne by the licensee.
8. In case any employee is found engaged in doing any other work which is not relevant to the scope of this licence, his entry permit shall be confiscated and cancelled and the Licensee shall dispense with his services forthwith and arrange replacement in his place immediately.
9. Airports Authority of India reserve its right to decrease or modify the plan of sites or location of sites proposed and accepted as and when considered essential. 30 days notice for such relocation/removal of Advertisement sites.
10. Licensee shall ensure that permits/sanction of Central Govt./State Govt./ Local Govt. bodies are obtained and displayed at appropriate places. The Authority shall not entertain any rebate / claim of damages/consequential loss etc. on this ground.
11. In case of scrolling advertisements, the rate per Sq.Ft for the area of the advertisement site is applicable, if all the advertisements pertain to one brand. In case the advertisements being scrolled pertain to different brands, then 10% additional licence fee shall be chargeable for every such additional brand. For example, if a scrolling advertisement site is displaying advertisements of 2 different brands, then 10% additional licence fee is liable to be charged for such site and if a scrolling advertisement site is displaying advertisements of 3 different brands, then 20% additional licence fee is liable to be charged for such site. The licensee has to submit the details of such scrolling advertisement sites and the corresponding number of brands advertised on such sites, on monthly basis to AAI. The licensee shall also ensure that the scrolling Advertisement sites do not generate noise, which may cause inconvenience to passengers.
12. The maximum Frame size permitted for an advertisement display site shall be Four inches on each side of the Advertisement site. Frame size more than 4 inches shall be treated as display area and will be charged accordingly.
13. The licensee shall remove the advertisement sites on expiry or termination of the contract at his own cost and handover the possession of sites to AAI.
14. All the above guidelines will form part of the agreement.

DETAIL OF ADVERTSIEMENT SITES (DRAFT LOCATION ONLY)

PROSPECTIVE MEDIA LAY OUT PLAN FOR ADVERTISEMENT BASED ON RATE CARD AT IMPHAL AIRPORT									
New Sr No	LOCATION	LOCATION	Media Type	Fixing & Hosting arrangement	WEIDTH	HEIGHT	Face	QTY	TOTAL
1	Arrival	Between Conveyor Belt No 2 (Double Face)	LIT	Standy	10	3	2	2	120
2	Arrival	Between Conveyor Belt No 2 (Double Face)	LIT	Standy	10	3	2	1	60
3	Arrival	Between Conveyor Belt No 1 (Double Face)	LIT	Standy	20	3	2	1	120
4	Arrival	Standy to the right of washroom entrance	LIT	Standy	15	4	1	1	60
5	Arrival	Starting point of conveyor Belt No 2	LIT	wall mounting	8	3	1	1	24
ARRIVAL									384
6	DEPARTURE	Above Beam Facing entry gate to Terminal	LIT	wall mounting	20	4	1	1	80
7	DEPARTURE	Behind indigo check in counter (left of Indigo Office)	LIT	wall mounting	14	2.7	1	1	37.80
8	DEPARTURE	Opposite 2nd Dome check in counter	LIT	wall mounting	15	4	1	1	60
9	DEPARTURE	Check in counter behind FIDS(Current Apollo)	LIT	wall mounting	20	2	1	1	40
10	DEPARTURE	Before SHA , 1st Security check of SHA right side air side view	LIT	wall mounting	18	2.4	1	1	43.20
11	DEPARTURE	Before SHA , above 1st Security check of SHA	LIT	wall mounting	9	2.4	2	1	43.20
12	DEPARTURE	1st Wall starting of frisking que of SHA	LIT	wall mounting	6	10	1	1	60
DEPARTURE									364.2
13	SHA	Sitting View, Left of Gate No 1(Standy)	LIT	Standy	20	4	1	2	160
14	SHA	Pillar wraps	LIT	Pillar Wrap	2	4	4	16	512
15	SHA	AC packet room wall facing passenger concourse	LIT	wall mounting/standy	20	4	1	1	80
SHA									752
16	CANOPY	Above entrance into Departure Terminal Facing City Side	LIT	Wall mounting	20	4	1	1	80
17	CANOPY	Front 5 pillar	LIT	Pillar wrap/GSB	2.5	4	4	5	200
CANOPY									280
TOTAL									1780.2

ADVERTISEMENT RATE CARD:

OUTDOOR ADVERTISEMENT - RATE CARDS		
Sl No	Outdoor Advertisement sites	Imphal Airport.
		Rate per month
1	Pole kiosks with traffic direction signages	200 per sq.ft
2	Pillar wraps (Height not exceeding 18')	250 per sq.ft.
3	Aerobridges (inner and outer) Static portion :	
	Illuminated	250 per sq.ft.
	non-illuminated	150 per sq.ft
4	Backlit screen/ Time- Temperature signage screen flap or digital with height not exceeding 15 ft. from ground level :	
	Illuminated	260 per sq.ft.
	non-illuminated	150 per sq.ft
5	Scrollers with advertisement boards	260 per sq.ft.
6	Hoardings / Pole kiosks/ Banners	
	Single faced	360 per sq.ft.
	Double faced	720 per sq.ft.
	Multi faced	1050 per sq.ft.
7	Mirrors and clocks	
	Single faced	1000 per sq.ft.
	Double faced	2000 per sq.ft.
	Multi faced	3000 per sq.ft.
8	Boundary wall/ car park wall/ car park toilet wall/ All types of walls outside terminal building	350 per sq.ft.
9	Mobile vans for Advertisement thereof with Display size	8000 per Vehicle
	20ftx 10ft double sided	
10	Advertisement on Ball- Balloon lights	40000 per ball/ balloon
11	Display of car/ bike maximum size 8 Sqm	15000 per day

*All rates are Exclusive of GST.

INDOOR ADVERTISEMENT - RATE CARDS		
Sl No	Indoor Advertisement sites (includes Terminal Buildings, Arrival Hall, Departure Hall, Security Hold Area, Offices, etc.)	Imphal Airport
		Rate per month
1	Translites/Revolving Show windows/Stunners/Pillar Kiosks/Hoardings-illuminated	800 per sq.ft
2	Hoarding-noon illuminated	175 per sq.ft
3	Automatic/Self operated Free shoeshine machine with illuminated scroller space for advertisement not exceeding (6'x4')	7000 per unit
4	Installation and operation of 3D Display unit/Plasma/LCD (Not Exceeding 42") for advertisement purposes or for display of TV channels using DTH technology or similar approved mode	15000 per unit
5	Plasma/LCD Display Units (Not Exceeding 42") to be provided by State/Central Government Departments to show information related to Tourism or sponsored by a private company to provide information to the passengers and visitors. No Advertisement will be permitted to be displayed.	12000 per Unit
6	Plasma/LCD Display Units (Not exceeding 21") for advertisement purposes or for display of TV Channels using DTH technology or similar approved mode.	8000 per Unit
7	Providing sofa or public utility chair covers and Advertisement Rights on it (Not Exceeding size 6 sq.ft. per unit of seat)	225 per seat
8	Disposable cups with Advertisement to be used by passengers/visitors	1200 (per 10,000 cups)

*All rates are Exclusive of GST.

ACCEPTANCE LETTER

To,
The Airport Director
Airports Authority of India
Imphal Airport

Sir,

ACCEPTANCE OF AAI'S EOI CONDITIONS

1. The EOI documents for the Temporary Advertisement Rights inside Terminal Building, Imphal Airport have been provided to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the EOI/tender documents made available to me/us, which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. I/We hereby unconditionally accept the EOI conditions of AAI's Notice Inviting EOI in its entirety for the above facility.
3. The contents of Clause 13 of Notice inviting EOI has been noted wherein it is clarified that AAI reserves the rights 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.
5. I/We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI
6. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.

Yours faithfully,

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

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

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

8. Details of any arbitration/litigation

Signature of Airport Director

Name: [•]

Designation: [•]

..... Airport

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

Draft License Agreement

SUBJECT: Grant of License for _____ at _____
AIRPORT, _____

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

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

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

WHEREAS the Authority is entitled in 'Law' to grant license at its Imphal Airport for the purpose of _____ so as to provide amenities and facilities to the passengers and visitors at Imphal Airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises. WHEREAS the Licensee is desirous to render the services to the Authority on the terms & conditions mentioned hereunder:

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

1. That the license for the said facility shall be valid for the period of _____ (_____) months/years from _____ to _____, unless terminated earlier on account of following;
 - a. By giving 30 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
1st Year	_____ + GST applicable at the time

3. AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of license fees etc. by 25th of same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period up to 30 days and if delay is more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

4. That in addition to the above said licence fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall

have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

5. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in "Laws".

6. That the Licensee shall make payment of license fee etc. either by cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.

7. That the licensee shall make Performance Security Deposit, amounting to 2 months' equivalent Concession fee of the ____ year to AAI as an interest free Security Deposit i.e., Rs. _____/-(Rs. _____ only) 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 favour of Airport Director, AAI, Imphal International 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.

8. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to Rs. _____/-. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

9. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

10. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

11. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.

12. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.

13. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

14. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.

15. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be

borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

16.The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.

17.That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI tender. However, in case the licence is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.

18.The Licensee shall not terminate the license before the expiry of the period of the license except by giving 30 days' notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 30days' notice in writing without assigning any reason thereto.

A.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.

19.No compensation is payable by AAI. Exponential penalty on licensees @ double the licence fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.

20.In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.

21.The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Schedule of Premises, annexed hereto.

Signed by _____ Airport Director, Airports Authority of India,
_____Airport, for and on behalf of The Airports Authority of India,

in the presence of:

WITNESS:

1. _____

2. _____

Signed by _____ for and on behalf of
_____ in the presence of:

WITNESS:

1. _____

2. _____

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 times 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 licence 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 shop and Establishment 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 are 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 upto 07 days & thereafter Rs.1000/-per day and can take other actions including termination of the licence.

(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 skilful 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 CO₂ 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 licence.
- (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 fires extinguisher as provided in the terminal/licensed premises.
 - c. The licensee will, during the continuance of this licence 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 licence 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 upto 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 sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such case controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customers any amount in excess paid by such customer for any articles in excess of the price so fixed.

(18) It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.

(19) 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.

(20) The licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.

(21) 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 licence fee due to ban on visit or 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.

(22) In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.

(23) The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director Demands and permit the Authority to make use of the keys during the emergency. The licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.

(24) The Authority do not recognize any Association of the Traders and in case any negotiation /bargain necessary with regard to the clarification of the terms and conditions of the licence or modification thereof such negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.

(25) On expiry of the licence period or on termination of the licence 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 of the goods / materials of the Licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality. After the contract expires, the concessionaire shall stop business and 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 uncleared 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 concessionaire.

(26) The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space / building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a licence in terms and conditions herein contained.

(27) The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.

(28) The provision of the 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.

(29) 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 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making reference to DRC, and further extendable) 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 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making reference to DRC, and further extendable) / 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.

(30) It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.

(31) 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)

Checklist of scanned Documents to be submitted along with the proposal

1. Experience Certificate to meet the eligibility criteria as per EOI document.
2. Self-attested copy of PAN Card
3. Self-attested copy of GST Registration
4. Copy of Certificate of Incorporation
5. Copy of Audited Balance Sheet, P & L Account & Annual accounts for FY2019-20.
6. Authorization letter for signing the offer documents.
7. Declaration on Company Letter Head indicating the details of Contracts held at AAI controlled Airports and corresponding dues (disputed and undisputed) along with details of Security Deposit.
8. Acceptance of AAI terms and Conditions on Company Letter Head, duly signed
9. Complete set of the Notice Inviting EOI document (duly signed and stamped by the authorized person)