

NIET/ TENDER DOCUMENT



AIRPORTS AUTHORITY OF INDIA
JPNI AIRPORT, PATNA

**Notice Inviting e-Tender (NIET) for
License for Operating Exclusive
Staff Welfare Canteen at JPNI
Airport, Patna**

Tender ID: 2022_AAI_123543_1
Tender Reference Number: AAI/PTN/HR/Staff Canteen/2022
JULY, 2022

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DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender or arising in any way for participation in the bidding process.

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

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

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

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

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

“E-Tendering guidelines to the bidders”

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

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal [click here](https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page) or follow hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

Bidders Manual Kit available for download at the hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

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

CPPP under GePNIC, Help Desk Services

1. **For any technical related queries, please call the Helpdesk at 24 x 7 Help Desk Numbers: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code.**

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

Telephone: 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

2. **For any Policy related matter / Clarifications, please contact Dept. of Expenditure, Ministry of Finance.**

E-Mail: cphp-doe@nic.in

3. **For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)**

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC www.etenders.gov.in. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
- b. Before submitting queries, bidders are requested to follow the instructions given in **“Guidelines to Bidders”** and get their computer system configured according to the recommended settings as specified in the portal at **“System Settings for CPPP”**.

4. In case of any issues faced, the escalation matrix is as mentioned below:

S. No	Support Persons	Escalation Matrix	E-mail address	Contact Numbers	Timings
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON-SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr. (IT)	After 4 Hours of issue	etendersupport@aai.aero sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON- FRI)
3.	Sh. Dharmendra Kumar, Jt. GM (IT)	After 12 Hours	dkumar@aai.aero	011-24632950, Ext-3527	0930-1800 Hrs. (MON- FRI)
5.	General Manager (IT)	After 3 days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON- FRI)

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

- (i) The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.
- (ii) For queries (other than technical queries) related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.

1.	Human Resource In-Charge		hrm_patna@aai.aero	0612-2220954, 56,58 Extn No.- 119	0930-1800Hrs. (MON-FRI)
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**AIRPORTS AUTHORITY OF INDIA
PATNA AIRPORT**

NOTICE INVITING E-TENDER

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

NAME OF THE FACILITY WITH LOCATION	MINIMUM RESERVE LICENSE FEE (MRLF)	Tender Cost	Earnest Money Deposit (EMD)
License for Operating Exclusive Staff Welfare Canteen at JPNI Airport, Patna. Area 31.11 SQM MT Building 1 st Floor	Rs. 1/- (Rupees One only) per month	Rs.2000/- (Rupees Two Thousand only)	Rs.50,000/- (Rupees Fifty Thousand only)

Note:

- i. Offer below MRLF will not be considered for award.
- ii. The quoted License Fee against MRLF shall be subject to annual compound escalation @10%.GST and other Tax will be applicable over and above License Fee or at the rates declared by Government of India from time to time.
- iii. In case of any increase in the area for operating Staff Welfare Canteen facility, the license fee shall be enhanced on pro-rata basis.
- iv. The successful tenderer is liable to pay over and above the quoted License Fee with all the applicable taxes, statutory levies, fees including GST applicable at the rates declared by Govt. of India/State Govt./Local authorities from time to time.
- v. The agency who offers highest license fee above MRLF will be considered for grant of license.
- vi. The location of facility is subject to change at any time as per availability of space and operational requirement during the currency of license and shall be at the discretion of AAI and the licensee has to shift the facility without any cost to AAI.
- vii. Gestation period of thirty (30) days or actual commencement of operation whichever is earlier will be permitted.
- viii. The licensee has to ensure all the compliances including security compliances, fabrication of shop etc. within the gestation period itself. Claim for additional gestation period or rebate on account of any non-compliance by the licensee within the gestation period shall not be entertained by AAI at any stage.

- ix. The area for the said facility shall be. 31.11 Sqm (approx.), however this would be subject to actual joint measurement of the site.
- x. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.
- xi. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.

1. **The period of license shall be 03 (Three) years from the date of actual commencement of operation or 30 days from the date of award, whichever is earlier.**
2. **Parties having experience of 3 years in running a restaurant /fast food joint / cafeteria in their own name at ports, bus stations, airports, railway stations, hotels, metro stations, roads, highways, shopping complexes, universities/educational institutes, other commercial complexes. Catering services, catering services provider capability and Experience with Public Sector clients (defined as Central and State Government Ministries or Departments and Central Public Sector Enterprises (CPSE) of State Level Public Enterprises (SLPEs)**

NOTE: The experience, as claimed by the bidders should be duly supported by documents establishing the claim of the bidders. An indicative list of such documents can be copies of award letters supported by experience certificate issued by the contract awarding authority; copy of work completion certificate issued by the contract awarding authority.

Books of accounts shall clearly depict the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting an experience certificate issued by CA will not be considered to testify the claimed experience. An undertaking/ self-declaration that the furnished information is true also need to be submitted along with supporting documents.

3. **Parties/individuals fulfilling the following criteria are eligible to participate in the tender:**

Financial Criteria

Having minimum average annual turnover of Rs. 10,00,000/- in 03 years for which technical experience has been claimed.

Qualifying percentage turnover from same business as concession license:

Qualifying percentage turnover will be 50% of the annual gross turnover requirement from the business for which experience has been claimed as per Technical Criteria and the same will be considered on the basis of following points:

- a) Turnover details, Profit & Loss Account and related experience details should be duly certified by a Chartered Accountant / Statutory Auditor.
- b) The turnover of the company / agency should be in any one of the financial years for which technical experience has been claimed.

- c) Net worth of the bidder should be positive.
 - d) In case of multiple businesses of bidder, the breakup of the turnover (certified by Statutory Auditor / Chartered Accountant (with valid UDIN)) with the specific head as from the tendered facility should be submitted.
 - e) Duly signed undertaking on the letter head of the bidder regarding overall as well as breakup of turnover should also be submitted.
 - f) Certificate issued by Chartered Accountant/Statutory Auditor (with valid UDIN), with respect to net worth of the bidder, maybe accepted for ascertaining positive net worth (or as specified in the tender document) of the bidder.
4. Only one e-tender document shall be sold/downloaded to/by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as a single party and one legal entity.
5. Any party, either a firm or an individual, falling under the following categories is not eligible:
- a. Debarred/black listed by CBI or AAI or Undertakings/Departments like Railways, Defense or any other Department of Govt. of India, State Govt. Dept. A declaration to this effect is also to be submitted by the party submitting the tender documents.
 - b. Parties facing action under PPE Act with AAI.
 - c. Parties either an individual or a business establishment, who has been ordered by a court of law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI, shall also not be eligible for the tender.
 - d. If the entity participating in any of the tenders 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 AAI except the dues pertaining to the current quarter i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI tenders. The disputed amounts which are referred for Dispute Resolution/Arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license/concession) equivalent to 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under arbitration shall be minimum 2 years from the date of DRC/Arbitration and further renewable. In the event of specific Order/Judgment from a Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.
 - e. A declaration to the effect that the Tenderer does not fall under the categories (a), (b), (c) and (d) above has to be submitted in the Technical Bid. (Refer: Annexure: XIII). Following declaration will also be part of Annexure: XIII

“I/We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”

6. E-Tender documents indicating full details of the license can be seen in the e -tender documents uploaded on the NIC CPPP E-Tendering Portal at **etenders.gov.in**.

- The bids shall be submitted only on the NIC CPPP E-Tendering Portal at **etenders.gov.in**.
- The bids shall not be accepted in any other form.
- The e-tendering process is online on NIC CPPP E-Tendering Portal at **etenders.gov.in**.
- Tenderers are requested/advised to get themselves acquainted for e -tendering participation requirement themselves at NIC CPPP E-Tendering Portal at **etenders.gov.in**.
- Clarification needed, if any may be sent through NIC CPPP E-Tendering Portal only.

7. (i) The Bidders are required to furnish Cost of tender fee (non-refundable) amounting to **Rs. 2,000/- (Rupees Two Thousand only)**. The tender cost shall be deposited online through payment Gateway on CPP Portal. No other mode of payment shall be accepted.

(ii) The Bidders are also required to furnish Earnest Money Deposit of **Rs.50,000/- (Rupees Fifty Thousand Only)**. The EMD shall be deposited online through payment Gateway on CPP Portal. No other mode of payment shall be accepted.

(iii) A copy of the proof / documents of the above payments (i.e., cost of tender document and EMD) made through online mode i.e., payment gateway on CPP Portal is to be uploaded (i.e., scanned copy) along with the technical bid documents to be submitted by the bidders (online).

(iv) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.

8. Mode of Bid Submission:

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

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

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

COVER-I (TECHNICAL COVER):

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

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

COVER-II (FINANCIAL COVER):

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

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

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

10. Following 2 envelopes shall be submitted through online at CPP-portal by the tenderer as per the following schedule: -.

CRITICAL DATA SHEET

Publishing Date	Date 25.07.2022
Bid Document Download / Sale Start Date	Date 26.07.2022 from 09:00 hrs.
Clarification Start Date	Date 26.07.2022 from 09:00 hrs.
Clarification End Date	Date 28.07.2022 from 18:00 hrs.
Bid Submission Start Date	Date 26.07.2022 from 09:00 hrs.
Bid Submission End Date	Date 12.08.2022 upto 18:00 hrs.
Bid Opening Date (Envelope- I)	Date 16.08.2022 upto 11:00 hrs.
Bid Opening Date (Envelope- II)	Date 06.09.2022 upto 15:30 hrs.

11. **Bid Opening Process is as below:**

COVER-I (TECHNICAL COVER): Containing scanned copy of Technical documents/ certificates (uploaded by the bidders) shall be opened on **16.08.2022 (11:00 hrs.)**. If any clarification is needed from the bidder about the deficiency in his uploaded documents in **Cover-I**, he will be asked to provide it through “Upload Short Fall Documents” link in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

The intimation regarding acceptance/ rejection of their bids will be intimated to the bidders through

e-tendering portal.

COVER-II (FINANCIAL COVER): Containing the Financial e-bid through CPP portal. The financial bids of the Agency/individual found to be meeting the qualifying requirements and technical criteria shall be opened on **06.09.2022 (15:30 hrs.)**. (Depending on Technical Bid evaluation, any changes in the date shall be intimated through /uploaded in CPP e-portal).

12. AAI reserves to itself the right to reject conditional e-tender without assigning any reason thereto.
13. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail of information from any of the tenderer (s).
14. GST and any other taxes imposed by government/local bodies shall be payable by the licensee on license fee.
15. AAI reserves the right to invite tenders and award licenses for similar facilities in future. The Licensee shall have no right to object.
16. Tenderers are requested to visit the site to assess the feasibility of business and thereafter may participate in the E-tender. No reduction in the license fee or change of location will be entertained by AAI at a later stage.
17. AAI will not be responsible for any monetary loss due to poor business, etc. and no request for reduction of license fee will be accepted.
18. The successful tenderer must necessarily operate the contract for a minimum of 50% of the total period of contract, failing which the licensee may be debarred from participating in any commercial tenders of AAI, for a minimum period of 01 (One) year.
19. AAI reserves the right to disallow issue of tender documents to existing Licensee whose performance in any of the contract is below par or poor and has been issued letter of restraint/temporary/permanent debar by any department of AAI. AAI reserve the right to verify the documents submitted by the bidder at any stage (before or after award of the contract). If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the applicant/firm then AAI shall take following action:
 - (a) The bidder shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual/Legal action.
20. In case bidder withdraws from the tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.
21. After last date of submission of bid, at any stage if an agency withdraws from tender process, **entire EMD** amount shall be forfeited.
22. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party shall be liable to be debarred for participation in any tender at **JPNI Airport**, Patna for one year from the date of debarment. However, after opening of financial bid, being H1 in the tender if the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAI for **one year**.
23. In case a party has deposited EMD and Tender Fees but did not participate in the Tender process i.e., the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD deposited by the party may be refunded after deduction of 10% of EMD amount. However, the tender fees shall not be refunded in this case.
24. On acceptance of the tender, the name of the authorized representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

GENERAL INFORMATION/GUIDELINES

1. Tender Documents are not transferable.
2. Following bids shall be submitted through online only at NIC CPPP E-Tendering Portal at etenders.gov.in by the bidder/ tenderer: -
 - (i) The **Cover-I (Technical Cover)** e-bid through NIC CPPP E-Tendering Portal at etenders.gov.in
 - (ii) The **Cover-II (Financial Cover)** e-bid through NIC CPPPE-Tendering Portal at etenders.gov.in (Price bid template to be filled and uploaded in E-tender portals).
3. **The COVER-I (TECHNICAL COVER) BID shall be opened/scrutinized and shall contain basic documents specified as under (Bidders shall upload scanned copy of following documents in PDF format in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of Technical Cover):**
 - a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided as per a Annexure-II
 - b) Self-attested copies of the valid PAN Card & GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAI reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
 - c) Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Accounts/Balance Sheet of the sole proprietor concern or a partnership firm, annual report in case of a company as per Companies Act.
 - d) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operative societies.
 - e) Self-attested copy of FSSAI License / Food License from the Competent Authority.
 - f) **TENDER FEE:**
 - (i) The Bidders are required to furnish Cost of tender fee (non-refundable) amounting to **Rs.2,000/- (Rupees Two Thousand only)**. The tender cost shall be deposited online through payment Gateway on CPP Portal. A copy of document indicating payment is to be uploaded in the technical bid. Non-payment of tender cost by the stipulated date & time shall lead to disqualification of tenderer(s).
 - (ii) The Bidders are also required to furnish Earnest Money Deposit of **Rs.50,000/- (Rupees Fifty Thousand Only)**. The EMD shall be deposited online through payment Gateway on CPP Portal. A copy of document indicating payment is to be uploaded in the technical bid. Non-payment of EMD by the stipulated date & time shall lead to disqualification of tenderer(s).

Note:

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

Refund of EMD:

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

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

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

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

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

Or

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

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

(i) **Self declaration of dues :** The party should submit the details of contracts held (current and past) at all AAI controlled airports and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit. (as per Annexure-XIII)

(ii) **No dues certificate from AAI :** The party should also enclose the no dues certificate issued by AAI (Up to 31.03.2022) in respect of all airports under its control. (As per Annexure-XIV). Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission.

(iii) If the entity participating in any of the tenders 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 AAI except the dues pertaining to the current quarter i.e., the quarter in which the tender is invited, then the entity shall not be allowed to participate in AAI tenders.

The disputed amounts which are referred for Dispute Resolution/Arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license/concession) equivalent to 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under arbitration shall be minimum 2 years from the date of DRC/Arbitration and further renewable. In the event of specific Order/Judgment from a Judicial Court/Arbitral Tribunal staying/withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

- h) Form of unconditional acceptance of AAI's terms & conditions as per NIT, duly signed. **(As per Annexure-III)**
- i) Copies of documents in respect of ELIGIBILITY CRITERIA required as per **Clause-2 of Notice Inviting Tender (NIT)**.
- j) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of blacklisting or debarring affected by AAI, or any Government of India department, any Central or State public sector undertakings. **(NIL statement also to be submitted) (As per Annexure-XIII)**
- k) Declaration of cases/action under PPE Act initiated by AAI. **(NIL statement also to be submitted) (As per Annexure-XIII)**
- l) Declaration giving the details of outstanding dues (disputed/undisputed) **(NIL statement also to be submitted) (As per Annexure-XIII)**
- m) Experience documents **(as per Clause-2 of NIT)**
- n) The tenderer(s) shall give the list of his near relatives employed in AAI **(as per Annexure-X)**.
- o) Certificate from Chartered Accountant/ Statutory Auditor in respect of Technical Capacity & Experience with **UDIN No. (as per Annexure-XI)**.
- p) Letter of undertaking for experienced claimed by bidder, **(as per Annexure-XII)**.
- q) Scanned copy of complete set of e-tender document containing 58 no. of pages (duly signed and stamped by the authorized person).

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

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

4. Financial Bid - (Cover-II):

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

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

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

- Tenderer shall submit only one offer.
- The tenderer should quote over and above the minimum reserve license fee of **Rs 1/-** (Rupees One only) per month plus GST. In case of difference in amount of license fee quoted in words and figures, the amount indicated in words shall be taken into account.
- Special care should be taken to indicate the offer in figures as well as in words, in such a way that interpolation is not possible.
- Declaration: I / We have carefully read and understood the terms and conditions of the license as contained in E-Tender Documents issued by the Airports Authority of India (AAI) including the following: -
 - i. Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in e-tender documents, within prescribed time.
 - ii. On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall be liable to be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of one (01) year.
 - iii. In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e-tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e-tender/ tender of AAI, for a period of three (03) years.
- AAI reserves to itself the right to reject the conditional offer without assigning any reason thereto.
- The AAI does not bind itself to accept the highest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the service at the rate quoted.
- In the event that the Financial Bid of two or more Bidders are found to be the same and is the highest (the "Tie Bidders"), Authority shall invite fresh Financial Bids, as per Authority's policy, from such Tie Bidders and shall identify the Selected Bidder from amongst such Tie Bidders. Provided that the revised Financial Bids of such Tie Bidder (s), shall be no less favorable to than their respective original Bids.

5. On acceptance of the tender, the name of the tenderer, the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI to be intimated.

6. Silence or the use of the word "Noted" against any of the tender conditions shall mean tenderer agrees to comply with that/those conditions.

7.
 - a. Sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision.
 - b. No party or legal entity is allowed to submit more than one tender.
 - c. In case of partnership firms, as it does not have any legal entity of its own, hence if two or more firms are having common partners, then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contracts in AAI.
 - d. In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender from/or before submission of tender (applicable for Tender downloaded from website). Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.
 - e. In case a foreign Company and its Wholly Owned Indian Subsidiary (WOS) Company are participating in the same tender, then a disclosure to be made during the application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.
8. It may be noted that the Successful bidder may be debarred for further participation in AAI's tender(s) for a period of one year, on account of non-completion of the following:
 - a) Acceptance of the offer within **15 days** from the date of issuance of the award letter addressed to the party.
 - b) Payment of advance license fee for **One month** within 15 days from the date of issuance of the letter.
 - c) (i) Onward Payment of Security Deposit equal to **last 04 (Four)** months of quoted license fees subject to minimum of Rs. 1,00,000/- in the form of **Demand Draft/Pay order/Bank Guarantee** of a Nationalized/ Scheduled Bank in favour of **Airports Authority of India, Patna Airport** within **15 days** from the date of the issuance of the award letter for the License. Bank Guarantee from Co-operative Bank or Gramin Bank will not be accepted. The validity of Bank Guarantee should be more than 06 months from the contract period and **No Interest** is payable on Security Deposit.
 - d) Execution of the Agreement within **15 days** from the date of issuance of the award letter (on stamp paper of appropriate value, related cost to be borne by the licensee).

- e) Commencement of the facility within 30 (**Thirty**) days. On receipt of the award letter, the party has to specify the gestation period, which cannot exceed 30 days, and is calculated from the date of award letter. Billing will start on expiry of gestation period or the date of Commencement of Business whichever is earlier.
9. E - Tender(s) will remain valid for a period of 180 days from the date of opening of the Financial Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, after opening of financial bid, being H1 (highest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in any tender of AAI for one year.
10. The tenderer(s) shall give the list of his near relatives employed in AAI.
11. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are **near relatives*** of AAI employees, or are ex-employees of AAI who have separated from AAI in the past two years.
12. **a. Fraud & Corrupt Practices and Penalty:**
- i. Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:
 1. has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or
 2. has made misleading or false representation in the forms, statements and attachments submitted; or
 3. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
 4. One or more of the eligibility criterion have not been met by the Applicant; or
 5. The Applicant has made a material misrepresentation; or
 6. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 7. The applicant or its affiliates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India or any PSU

or Government Departments during the last 5 years;

- ii. Then the LOIA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAI to the agency without AAI being liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for any period not succeeding subject to minimum of three years, as the case may be without prejudice to any other right or remedy that may be available to AAI in this regard.
- iii. If such an event occurs after the issuance of LOIA and during the contract period, then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the Performance Security amount.
- iv. Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the Proposals under consideration.

b. Conflict of Interest:

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding process. Any Bidder found to have a conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding process, if:

- i. The bidder, or its Affiliate (or any constituent thereof) and any other Bidder or any Affiliate thereof (or any Constituent thereof) have common controlling shareholders or other ownership interest: Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any shareholder thereof) having a shareholding of more than 20% (twenty percent) of the aggregate issued, subscribed and paid up share capital of such Bidder, Member or Affiliate, (as the case may be) in the other Bidder, its Member or an Affiliate is less than 20% (twenty percent) of the

aggregate issued, subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by the Authority, a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013; For the purposes of this

clause, indirect shareholding held through One (1) or more intermediate persons shall be computed as follows:

- (A) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject person”) shall be taken in to account for computing the shareholding of such controlling person in the subject person; and
- (B) subject always to sub-clause (A) above, where a person does not exercise control over an intermediary, which has shareholding in the subject person, the computation of indirect shareholding of such person in the subject person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or
- ii. a Bidder/Nominated Entity has nominated the same Nominated Entity or Nominated personnel as another Bidder; or
- iii. a constituent of such Bidder is also a constituent of another Bidder; or
- iv. such Bidder or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Affiliate thereof; or
- v. such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
- vi. such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party/ parties, that puts either or both of them in a position to have access to each other’s information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium.

Note:

Regarding conflict of interest, AAI shall place reliance upon the declaration to be submitted by the bidder/applicant in the form of acceptance of AAI's tender conditions/other documents forming part of technical bids. In the event, the declaration submitted by the bidder / applicant towards there being no conflict of interest, is found incorrect/false, such incorrect declaration would be treated as submission of false/incorrect document and it would amount to material misrepresentation made by the bidder/applicant. In such event, punitive actions shall be taken by AAI as per provision of tender documents/license agreement.

13. **Set off Clause:** In the event of a default or breach in payment of License Fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7(seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law”.

Explanation 1- For the purpose of this agreement, set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/ airport premises.

Explanation 2- Outstanding dues shall mean and include any amount accrued/ due against the licensee under this or any other agreement at any of AAI airport or airport premises.

14. Any breach of the conditions stated above by the successful tenderer(s) shall be dealt as follows:
- a) If a party, after the award letter is issued, does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAI. The party will also be debarred from participating in any tender of AAI for a period of **01 year**.
 - b) If any contract is terminated due to any illegal activity which is punishable under any of the laws of the land, then the party will be debarred till the case is cleared by the

concerned legal authority of the land. In case any penalty or fine is imposed by the concerned Authority then the party will be debarred till he obtains a clearance from the concerned Authority.

- c) If at any stage AAI finds that the party has submitted any false/wrong/ concealment of information/document affecting eligibility criteria of the facility, in such case party is liable to be debarred for three **(03) years** from participation in AAI e-tenders.
- d) If the licensee does not operate the license up-to **50%** of the contract period then the party is liable to be debarred for next **one year**.
- 15. Post bid and pre-bid query shall be carried out through e -mode only.
- 16. AAI reserves itself the right to extend the date of receiving/opening of the bids.
- 17. AAI reserves the right to reject any or all tender(s) in part or full without assigning any reason.
- 18. All the above guidelines will form the part and parcel of the NIT.
- 19. Free Electricity, Water and only following electrical fittings (bulb, tubed, fans, AC, watercoolers) will be provided by AAI.
 - a. LPG subsidy shall not be reimbursed.
 - b. Equipment's like Gas Connection, Furniture, Kitchen appliances, utensils etc. shall be arranged by Licensee.
 - c. Staff should always wear uniform as approved by AAI.
- 20. Penalty of Rs 500/- per day for each default up to 07(seven) days and thereafter Rs. 1000/- per day and can take other actions including termination of the License to be imposed on the agency on failure to maintain canteen timing, failure to use branded raw materials, selling of expiry food stuffs, non-display of rate list, non-maintenance of cleanliness/hygiene, charging of higher price beyond MRP etc.

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

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

LICENCE AGREEMENT

SUB: LICENSE FOR OPERATING EXCLUSIVE STAFF WELFARE CANTEEN AT JPNI AIRPORT, PATNA

**THIS AGREEMENT MADE AND EXECUTED AT PATNA ON THIS DAY OF TWO
THOUSAND BY AND**

BETWEEN:

AIRPORTSAUTHORITY OF INDIA, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport New Delhi- 110 003 and branch office at JPNI Airport, Patna represented by **AIRPORT DIRECTOR, AAI, JPNI AIRPORT, PATNA** 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 (Herein called the Licensee (which shall, unless excluded by or is repugnant to the context, to be deemed to include its heirs, authorized official/officer, successor and assigns) of the **OTHER PART**.

WHEREAS the Authority is entitled in ‘Law’ to grant license at its JPNI Airport, Patna for the purpose **LICENSE FOR OPERATING EXCLUSIVE STAFF WELFARE CANTEEN AT JPNI AIRPORT, PATNA**, so as to provide amenities and facilities to the employees at airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

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

AND WHEREAS the Authority is agreeable to grant the License.

NOW, THEREFORE, this indenture witnesses:

1. That this license for the said facility shall be valid for the period of **03 (THREE) YEARS** from to unless terminated on account of following:
 - a. By giving **60 days’** notice in writing from either side without assigning any reasons.
 - b. Terminated by AAI on a short notice (10 days) in writing on account of unsatisfactory performance.
 - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.

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

YEAR	AMOUNT OF MONTHLY LICENCE FEE + OTHER TAXES
1 st year	_____ + GST+Other Taxes applicable on time.
2 nd year	_____ + GST+Other Taxes applicable on time.
3 rd year	_____ + GST+Other Taxes applicable on time.

3. Rate of Escalation License Fees shall be subject to annual escalation of 10%
4. AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of License Fee etc. by 25th of the 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 of 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.

In case of Central/State Govt. and their PSUs:

AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of License Fee etc. by 25th of the same month, failing which interest on delayed payment at the rate of 6% per annum shall be charged from the due date for delay period of up to 30 days and if delay is more than 30 days, then interest at the rate of 12% per annum shall be charged from the due date, for entire delay period.

5. That the Licensee shall pay all rates, assessments, out-going and other taxes as levied on the Licensee in 'Laws'.
6. That the Licensee shall make payment of License fee etc. by cheque/demand drafts drawn on local banks. No outstation cheques shall be accepted in payment of license fee, etc.
7. That in the event of failure to pay the license fee and other charges by due dates, the authority may without prejudice to other rights and remedies be entitled to charge penal interest @ 9 % per annum be payable on all delayed payments for the first month and thereafter @18% per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of 02 (two) months, the contract shall be terminated and the dues along with the penal interest shall be adjusted from the Security Deposit, without grant of any extension whatsoever.
8. That the Licensee shall deposit a sum of Rs. (Rupees.....only) i.e., an amount equal to 04 (Four) months of license fee (based on last year license fee) subject to minimum of Rs. 1,00,000/- as security deposit in the form of Demand Draft/ Pay order/ RTGS(NEFT)/ bank guarantee from a nationalized /schedule bank not being a cooperative or Gramin Bank in favour of Airport Director, Airports Authority of India, JPNI Airport, Patna. (As per annexure V to IX) 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 and conditions of the license agreement, the Authority may without prejudice to other

rights and remedies are entitled to forfeit/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the License the Authority shall return the Security deposit or part thereof which has not been forfeited as aforesaid to him, without interest.

9. That in the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

Explanation 1- For the purposes of this agreement set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/airport premises.

Explanation 2- Outstanding dues shall mean and include any amount accrued/due against the licensee under this or any other agreement at any of AAI airport or airport premises.

10. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
11. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall at all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, statements of audited accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
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 the Authority shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water, and drainage connections, as the case may be, if

sorequired, 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 Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
16. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site & may give him an alternative premise for the purpose of this license. In such a case, the licensee shall be bound to vacate the premises immediately & accept the said alternate premises. The entire expenditure on such shifting shall be borne by him & the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
17. That the Licensee shall use the premises for the bonafide purpose as provided in the agreement, more particularly described in the enclosed scheduled, for the use of all employees of Authority.
18. a) The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
 - b) The licensee may display the Name & Logo of the agency operating Staff Canteen on the front elevation. The maximum size should not exceed the maximum area of 12 sqft so that the rights of advertisement licensee at the Airport are not conflicted.
 - c) Any other form of advertisement by the licensee like advertisement on disposal cups, plates, packing boxes, tissue papers, etc. is not permitted.
19. The licensee must necessarily operate the contract for minimum 50% of the total period of the contract, failing which the licensee may be debarred from participating in any tender of AAI for a minimum period of one year.
20. 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.
21. That the Licensee shall not terminate the license before the expiry of the period of the license except by giving 60 days' notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money

as the Authority may decide as due to it by the licensee. The license can be terminated by the Authority by giving 60 days' notice in writing without assigning any reasons thereto.

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 condition of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the licensee for due performance of agreement.
24. Licensee may ensure the facility for provision of digital mode of payment.
25. Since PATNA Airport and its premises has been declared single use plastic free zone, the contractor shall abide by all the relevant instructions from competent authority in this regard in letter and spirit. Any violation shall invite penalty i.e. Rs.500/- per violation.
26. The Selling of liquor, intoxicating drinks, drugs, cigarettes, pan, gutkha, etc. in Staff Canteen is strictly prohibited.
27. The Canteen shall be available in operational period for providing Tea/ Coffee/ Cold Drinks, Breakfast, Lunch, Dinner on the approved rates of AAI. The licensee will submit the rates of food items for approval of competent authority.
28. People who work for the services in staff canteen should not be suffering of suspected from any infectious diseases and also under influences of any intoxicants. Such persons shall be in clean dress and in good conduct manners at all the times.
29. Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.
30. The Authority and the Licensee further agree that they are bound by the General Terms and Conditions attached hereto.

SIGNED BY S H R I.....AIRPORT DIRECTOR, A.A.I. Patna
AIRPORT, Patna FOR AND ON BEHALF OF THE A.A.I.

SIGNATURE OF AIRPORT DIRECTOR

IN THE PRESENCE OF:

WITNESS

1. Signature :
Name/Designation:
2. Signature:
Name/Designation... ..

SIGNED BYFOR AND ON BEHALF OF
.....

IN THE PRESENCE OF:

SIGNATURE OF LICENSEE

WITNESS

1. Signature:
Name/Designation:
Address:
2. Signature:
Name/Designation:
Address:

Schedule of Premises

<u>NAME OF THE CONTRACT</u>	<u>DESCRIPTION OF CONTRACT & DETAILS</u>	
License for Operating Exclusive Staff Welfare Canteen at JPNI Airport	Place	MT Building 1 st Floor
	Area	31.11 Sq. Mtr.
	Period of contract	03 Year

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

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said Airport ground subject to such Rules and Regulations as may be imposed by the lawful authorities of the Airport ground.
2. The Licensee paying the License fee/rent and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths, and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the Licensee under this agreement shall be deemed to have been served if delivered at or sent by Registered Post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered Post to the Authority who should invariably acknowledge the notice.
 - The period of Notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other Officer from the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
5.
 - a) The Licensee shall not, unless with the written consent of the Authority, create a sub contract of any description with regard to this License or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his License or any part thereof.
 - b) The Licensee shall use the premises only for the purpose indicated in this Agreement and no other purpose thereof whatsoever.
6. The Licensee, his agents and servants shall observe, perform and comply with all Rules and Regulations of the Shop and Establishment Act, Factories Act, Industrial Dispute Act, Minimum Wages Act, etc and the provisions of any statutory law applicable to the Licensee including other Department of Government and or Local Body or Administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.
7.
 - a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

- b) The Authority shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.
8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the Rules & Regulations with the work of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene, charging of higher price beyond MRP etc. If the premises is not maintained in reasonably clean condition by the Licensee, Airport director shall have powers to get the premises cleaned at the risks and cost of the Licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default up to 07 (seven) days and thereafter Rs. 1000/- per day and can take other actions including terminations of the License.
9. The Licensee shall comply with the requirements of all standard health clauses including those given below:
- The licensee should use only Standard/AGMARK/FSSAI quality ingredients for preparation of items.
 - The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice enter the premises any time and inspect the premises materials, instruments, implementations, etc. used by the Licensee.
 - All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any person authorized by him in the maintenance of public health of the Airport including sanitation control, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried by him and his agent and his servants.
 - 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.
 - The Licensee, his agents and servants shall not without consent of the Airport Health Officer, interfere with, injure or destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - The Licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the Airport area so as to create a nuisance of unsanitary situation prejudicial to public health.
 - In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the Licensee in complying in either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to terminate the Licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.
10. a) Manpower requirement for managing the canteen has to be declared at the time of tender by giving an undertaking.
- b) The licensee should give an undertaking to ensure that agency will abide by all the rules and regulations of Govt. of India Departments and AAI like EPFO, TAXES, LABOUR LAWS, PF & ESI etc.

11. The Licensee shall employ only such employee as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence, and specimen signature or thumb impression of all employees whom he proposes to employ for the purpose of the Agreement before they are so employed and the authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The employees employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority, before the employment.
12.
 - a) The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
 - b) The licensee may display the Name & Logo of the agency operating Staff Canteen on the front elevation. The maximum size should not exceed the maximum area of 12 sqft. (as per the policy of ATM) so that the rights of advertisement licensee at the Airport are not conflicted.
 - c) Any other form of advertisement by the licensee like advertisement on disposal cups, plates, packing boxes, tissue papers, etc is not permitted.
13. The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other Authorized Officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO₂ fire extinguisher in the licensed premises at his cost before commencement of the business.
14. The Licensee shall not damage the premises or any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement or call upon the Licensee to replacement and call upon the licensee to reimburse cost thereof with the Licensee undertakes to pay forthwith on demand.
15. The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
16.
 - a) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.
 - b) The Licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
17. In case of such breach of the terms of this license as minor offences and complaints coming to 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.

18. The Licensee shall not hold or permit to be holding any public or private auction in the licensed premises.
19. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled prices in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause itself, fix the price of any article or articles, if in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the prices so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
20. 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.
21. 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.
22. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director of the Authority and its representatives.

If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event. However, rebate in the license fee due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
23. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
24. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport

Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.

25. The Authority do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms and Conditions of the License or modification of such negotiations should be sought by the Licensee alone and no collective representation/bargaining will be entertained.
26. On expiry of the license period or on termination of the license by the 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.
27. 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 agency fails to vacate after 07 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.
28. The license herewith granted shall not be constructed in any way as giving or creating any other right or interest in the space/building(s)/land/garden/tank/ premises to or in favor of the Licensee but shall be constructed to be only as a license in terms and conditions herein contained.
29. The Authority, its servants and agents shall at all time have the absolute right of entry into the said premises.
30. 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.
31. 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 hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member/ 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 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.

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

36. EXIT CLAUSE:

- a) **Normal Termination:** - The contract will deem to be terminated on the last date as given in the agreement provided by the extension or renewal is approved by the Competent Authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.
- b) **Termination For Cause:** - If the licensee or AAI has invoked the internal dispute resolution cause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice needs to be served by both party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period,

then the licensee is liable to pay AAI the value of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

- c) **Termination For Convenience:** Either party, AAI on one part and the licensee on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party shall be approved by the acceptance authority. However, the date and the administration 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 60 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
(ii)	between 50% to 75%	3
(iii)	between 75% to 100%	2

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 requirement:** - If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment.

37. In case any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/district where the airport is located.

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

(SIGNATURE OF LICENSEE)

DATE:

**SPECIAL GUIDELINES AND OBLIGATIONS TO BE PERFORMED BY
LICENSEE:**

1. The licensee shall maintain the canteen in the specified space at Patna Airport fully equipped and shall keep the canteen open as per requirement of the AAI PATNA.
2. The canteen should have access for AAI staff only. General guidelines on usage of staff canteen should be clearly displayed at a suitable location.
3. The license fee payable by the licensee to AAI on account of providing space for canteen is rupees 1 (minimum) per month plus applicable taxes. The criteria for awarding the contract to the bidder will be highest quote of license fee.
4. Electricity and water will be provided free of cost to the agency by Airports authority of India.
5. Only following electrical fittings (Bulb, Tubes, Fans, AC, Water coolers) will be provided by AAI.
6. The agency shall not be entitled for reimbursement of gas subsidy.
7. Equipment's like Gas Connection, Furniture, Kitchen appliances, utensils etc. shall be arranged by Licensee.
8. Staff should always wear uniform as approved by AAI.
9. The rate of items to be made available in the canteen will be decided by the local committee constituted at local level by AAI. The rate of each item is finalized keeping in view the quantity and quality of items/ingredients. The relevant indicative list is attached.
10. The agency may be permitted to introduce new items in the menu list during the contract period. The rate of such new items will be decided by a duly constituted local level committee.
11. A provision for revision in rates of items owing to inflation and other market conditions during the contract period every year will be there and licensee shall do any revision in rates in consultation with a duly constituted local level committee.
12. The agency should use only standard/AGMARK/FSSAI quality ingredients for preparation of items. The licensee should submit attested copies of the entire necessary license obtained for operating the catering services like FSSAI.
13. The staff canteen licensee will ensure that the provisions of digital mode of payment are made available at all the time in the facility.
14. On the front elevation, the display of name and logo of the agency operating staff canteen is permissible. The maximum size of signboard shall not exceed the maximum facade/board of 12 sq ft. The licensee shall abide by section 3(3) of Official Language Act, 1963 where by it is imperative to display all name plates, sign boards and notice boards bilingual i.e. in Hindi and English (Hindi shall be followed by English). Since any type of board displayed within the premises of Airports, is the asset of airports authority of India. You are required to ensure that the provisions of Official Language rules are properly complied with.
15. The licensee for a staff canteen will not erect or display any advertisement, hoarding banners at the allotted space or at any place in the airport premises.
16. Any other form of advertisement by the agency like advertisement on disposable cups, plates, packing boxes, tissue paper etc. will not be permitted.
17. Periodical or surprise checks may be conducted by the local level committee in order to ensure that contract is being run as per the stipulated conditions.
18. The **security deposit** as per the value of contract **(04 month of quoted license fee subject to minimum of Rs. 1,00,000/-)** is payable by the licensee in the form of BG/NEFT/RTGS/DD drawn in favour of Airports Authority of India, payable at Patna

- from any nationalized bank within the 15 days from the date of issue of award letter.
19. Penalty of Rs. 500/- per day for each default up to 07 (seven) days and thereafter Rs. 1000/- per day and can take other actions including termination of License will be imposed on the agency on failure to maintain canteen timings, failure to use branded raw materials, selling of expired food stuff, non- display of rate list, non-maintenance of cleanliness/hygiene, charging of higher price beyond MRP etc.
 20. The contract period shall be for 03 years on mutually agreed terms and condition. There shall be escalation of 10% on base license fee every year at completion of each year.
 21. The licensee will be required to execute an agreement on a stamp paper of Rs.1000/- or as per applicable state laws as per the standard format. The cost of stamp paper shall be borne by the licensee.
 22. The licensee should be in a position to commence the canteen services within 30 days from date of issue of award letter. The contractual obligation should also be completed before commencement of license.
 23. The licensee during the period of license shall keep and maintain the premises in proper hygiene, good and substantial order.
 24. The licensee shall supply wholesome refreshment of good quality meal at the rates approved by the Authority (AAI).
 25. The licensee shall be required to deploy adequate covid vaccinated manpower for the proper and quick delivery of food items. The licensee will have to provide proper uniform in neat and clean condition to their employees including cook and helper. The licensee will also ensure that the people employed by him are following proper hygienic guidelines and ensure proper sanitization.
 26. Furniture/utensils shall be arranged by the licensee in the canteen and it should be kept in a clean and tidy condition at all the times. Moreover, the inside and outside area of the canteen should always be maintained in clean and hygienic condition.
 27. Use of single use plastic in any form is strictly prohibited.
 28. In case of operational requirement, Airports Authority of India can shift the canteen to an alternate suitable location within the airport premises. The licensee shall have neither the right to demand an exactly equal area at alternate site nor proportionate reduction in the license fee on this ground.
 29. The licensee shall keep a complaint book at a prominent location in the "staff canteen premises" which has to be made available for inspection by authorized representative of Airport Director, Patna.
 30. Existing AAI Staff Strength is around 200.
 31. The conduct of canteen staff should be satisfactory. In case any of the canteen staff found of misbehaving/misconduct, the licensee shall remove the staff on AAI advice.
 32. It shall be the sole liability of the licensee (including the contracting firm/company) to obtain and to abide by all necessary license/permission from the authorities concerned as provided under various labour legislation including labour license obtained as per the provisions of the contract labour (Regulation & Abolitions) Act.1970.
 33. The licensee shall discharge obligation as provided under various applicable statutory enactment including the Employees provident fund & Miscellaneous provision Act 1952

, the Employees State insurance (ESI) Act,1948, the contract labour (Regulation & Abolition)Act,1970, the inter- state migrant worker (Regulation of employment & condition of service) Act,1979, the minimum wages Act 1948, the payment of wages Act 1936, the workmen's Compensation Act 1923 and other relevant Act, Rules, Regulation, instruction etc., issued/ enforced from time to time.

34. On commencement of the contract, the contractor shall continue to have valid PF and ESI code No., till end of the contract. AAI reserves the right to withhold any payment if ESI and PF contribution are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non-production of PF and ESI chalangans of monthly contribution before the due date but not later than 21st of every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied by the Execution Department as deemed fit.
35. The contractor shall regularly submit all relevant records/document to AAI representative for verification. The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the authority against all charges, dues, claims, etc., arising out of the disputed relating to the dues and employment of personnel deployed.
36. The licensee should supply the food and beverage items in a neat and clean manner and the quality should be maintained at all times. The canteen committee members shall carry out surprise inspection of the canteen at any time and the licensee shall carry out the instruction/suggestion of the canteen committee for improved functioning of the canteen.
37. In case of disruption of canteen services by the licensee in the middle of the contract, AAI reserves the right to take necessary action to terminate the license.
38. The canteen shall function as per the operational hours Airport or as directed by AAI. The licensee shall abide by all the terms & conditions as may be enforced by AAI from time to time.
39. The garbage and food waste should be disposed off regularly as per the norms as may be decided by AAI.

All the above conditions shall become part and parcel of agreement.

SIGNATURE OF LICENSEE

RATES OF ITEM TO BE CHARGED BY THE LICENSEE

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

Rate of Items to Be Charged by the LICENSEE**Duly signed by the Bidder to be submitted along with Technical Bid**

SL.NO	ITEM	QUANTITY	RATES TO BE CHARGED BY THE LICENSEE FOR AAI STAFF
1	Cold Drinks, Biscuits etc.		As Per MRP
2	Tea (Brook bond. Red Label, Tata)	100 ml	7
3	Coffee (Nescafe Classic/Bru) Per cup	100 ml	10
4	1 Egg Omelette		10
5	2 Egg Omelette		17
6	Samosa & Chutney	50 gm (per piece)	7
7	Khasta Kachori	50 gm	7
8	Chola + Puri (4 nos)	150 gm + 120 gm	20
9	<u>Veg Thali</u> Tawa Roti-2pcs, Rice (100gm) , Dal (75gm), Subji (100gm), Salad & Papad/Pickle/Rice Basmati)	1 Plate	40
10	<u>Non-Veg Thali</u> Tawa Roti -2 pcs, Rice (100 gm), Fish/Chicken -150 (gm), Salad & Papad/Rice Basmati	1 Plate	60
11	Jalebi	1 Piece	2
12	Amriti	1 Piece	5
13	Litti + Chokha	2 Pieces	12
14	Mishti Dahi	100 gm	As Per MRP
15	Khatta Dahi	100 gm	As Per MRP

* **Surprise visit by AAI Nominated Committee Members for Ensure Hygiene & Quality.**

Any Items should not be sold above MRP print.

Signature of the Licensee

Details of Bidder

1.	Details of Bidder/Lead Member	
(a)	Name:	
(b)	Country of Incorporation:	
(c)	Address of the corporate headquarters and its branch office(s), if any, in India:	
(d)	Date & Details of incorporation and/or commencement of business:	
2	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Concession:	
3	Details of individual(s) who will serve as the point of contact/ communication for the AAI:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	
4	Particulars of the Authorized Signatory of the Bidder:	
(a)	Name & Designation	
(b)	Correspondence Address	
(c)	Email	
(d)	Tel / Fax No	

(Signature of Authorized Signatory)

Name: [•]

Designation: [•]

Date:

Seal or Stamp of Bidder

ACCEPTANCE LETTER

(To be submitted on applicant letter head in Cover No.- I)

To,

Date: _____

Airport Director,
Airports Authority of
India JPNI Airport,
PATNA

Subject: Acceptance of AAI's Tender Conditions

Sir,

The tender documents for **“License for Exclusive Staff Welfare Canteen”** at **JPNI Airport, Patna** have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us. Which shall form part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the Tender Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.
4. The contents of Clause 11 of Notice Inviting E-Tender (NIET) of the Tender Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. 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.
7. I/We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

8. I/We certify that I/we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/ we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
9. I/ We hereby declare that:
 - a. I/ We have examined and have no reservations to the Tender Document, including the Addendum (if any) issued by AAI.
 - b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 12 a of General Information and Guidelines in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - c. I/ We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clause 12 a of the General Information and Guidelines in the Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/ We do not have any conflict of interest in accordance with Clause 12 b of General Information and Guidelines in the Tender Document.
10. I/We declare that we satisfy and meet the requirements as specified in the Tender Document and eligible to submit a Proposal in accordance with the terms of this Tender Document.
11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the tender process itself, in respect of the award of above-mentioned concession and the terms and implementation thereof.
12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.

13. I / We confirm having submitted the Tender Processing Fee of Rs.2,000/- (Rupees Two Thousand Only) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
14. I / We confirm having submitted the EMD of Rs. 50000/- (Fifty Thousand Only) to AAI in accordance with the Tender Document. The copy of payment receipt is attached.
15. I / We agree and understand that the Proposal is subject to the provisions of the Tender Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me/us or our Proposal is not opened.
16. I / We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated this Day of, 20_

Name & Address of the Applicant:	
Name, Signature & Seal of the Authorized Representative	

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be executed on non-judicial Stamp paper of Rs 100/- or as per applicable State Laws and duly notarized)

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Sh/ Smt. (name),..... son/daughter/wife of aged years and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for pre-qualification and submission of our Bid for the [NAME OF LICENSE] facility at Airport,, India (the "Concession") proposed by AAI including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre- Proposals and other conferences and providing information/ responses to the AAI, representing us in all matters before the AAI, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the AAI in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AAI.

AND we hereby undertake and agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE... THE ABOVE-NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY
OF.....2....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

(Notarized)

.....
(Signature)

(Name, Title and Address of
the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM OF BANK GUARANTEE

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

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

1. Now therefore in consideration of the promises aforesaid and 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 anytime or from time to time demanded by the Authority on account of the License Fee and Royalty and other outstanding dues/ 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 we 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 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 months thereafter.

- ii. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to 180 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:

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 favour 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:

BG Verification through SFMS

1. AAI has made arrangement for Verification of Bank Guarantee received by AAI from prospective successful bidder through Structured Financial Messaging System (SFMS) of ICICI bank. The prospective successful bidder may submit BG in accordance with bank details:

CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA
NAME : ICICI BANK
IFSC CODE : **ICIC0000007**
BG ADVISING MESSAGE : IFN 760COV (BG ISSUE)
IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE : **AAIPATNA** (to be mentioned in field 7037 of the BG advising message code)

2. While submitting the documents to BG issuing bank, the bidder will also submit letter to the issuing bank as per the format mentioned in Annexure: IX

3. While submitting the original BG document, the bidder shall 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.

1. 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.

a). 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.

b). In the event of BG issuing/amending bank not sending the message IFN 760COV/IFN 767COV or **committing any error while capturing the details** at least in the below field, **BG confirmation through online portal would not be updated.**

2. Request you to notify your bank (BG issuing bank) to update below details at a time of submission of BG issuance/amendment request to their respective banks:

BG advising message – IFN 760COV/IFN 767COV via SFMS
IFSC CODE: ICIC0000007

Corporate Name- Airport Authority of India

Field Number

Particulars (to be mentioned in Row1)

7037

AAIPATNA

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.

Sl. No.	Name of the AAI Unit	Email ID	UNIQUE CODE (7037)	IDENTIFIER
1.	PATNA	bgv.patna@aai.aero	AAIPATNA	

ANNEXURE-IX

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-ICIC00000007)

Dear Sir/Madam,

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-ICIC00000007).

Thanking You,

(Bidder)

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

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

Signature of the Tenderer

NOTE:

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

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

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

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

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

2. Based on the audited accounts ... (name of Bidder/Member of Consortium) has a turnover from, as per details below-

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

Average annual turnover during the above three financial years from is INR Lakhs.

3. Net worth of the bidder is INR (Rupeesonly).

Signature
Name & Membership No of Chartered Accountant/Statutory AuditorSeal
of the audit firm:
UDIN No.....
Date

FORMAT FOR LETTER OF UNDERTAKING

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

Sir,

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

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

Yours faithfully,

Signature of the licensee

Name _____

Designation (with seal) _____

ANNEXURE: XIII

DECLARATION

I < Name, Designation & CompanyName 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". (Incase if you fall under anyone of the above category, please furnish all such relevant details).
6. I/We declare that we do not fall under the categories a, b, c, and d as per clause 5 e of the NIT.
7. I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

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

Date:

Signature with Seal

ANNEXURE: XIV

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 up to mm/dd/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

n: [•]

..... Airport

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

AFFIDAVIT

I _____(Name), aged _____years,

S/o _____(Name), Proprietor/

Managing Partner/ Managing Director of _____

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

I am competent to swear this affidavit on behalf of _____

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

Awarded to our agency, the wages to be paid to the workers engaged shall not be less than the

minimum wage as determined by appropriate Govt. Authority from time to time. I will Deduct ESIC/

Provident Fund amount at the prescribed rate in accordance with ESIC

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

account.

Dated this, the _____day of _____Month _____Year.

DEPONENT

Place:

Date:

Note:

This affidavit on non-judicial stamp paper of Rs. 1000/- or as per applicable state laws shall be submitted by successful tenderer.