



**AIRPORTS AUTHORITY OF INDIA
VIJAYAWADA AIRPORT**

TENDER

FOR

**ATM FACILITY IN ARRIVAL HALL
AT**

VIJAYAWADA AIRPORT, GANNAVARAM.

COST OF TENDER DOCUMENT:Rs. 1,000/-
(Inclusive of all taxes/ levies)

TENDER DOCUMENT NO: AAI/BZ/COMML/ATM/02

Subject: Tender for ATM facility –in Arrival Hall at Vijayawada Airport.

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AIRPORTS AUTHORITY OF INDIA
VIJAYAWADA AIRPORT, GANNAVARAM

Notice Inviting Tender

1. On behalf of Chairman, AAI, sealed tenders in the prescribed form are invited for granting license for the following facility/service at Vijayawada Airport, Gannavaram: -

Name of the facility with its location	Earnest Money Deposit (E.M.D in Rs.)	M.R.L.F Per Month.
ATM Machine in Arrival Hall Vijayawada Airport	Rs. 14160/-	Rs.11800/- per month + Applicable Taxes

Note:

1. Offers below MRLF will not be considered for award.
2. The quoted licence fee against MRLF shall be subject to annual compound escalation @10%.
3. The successful bidder is liable to pay all Govt. Taxes including Service Tax applicable at the rates declared by Govt. of India/State Govt./Union Territory from time to time.
4. Utility/Facilitation charge @25% of space rent will be charged by AAI in addition to the above license fee.
5. Gestation period of 30 days or actual commencement of business operation whichever is earlier will be permitted. The billing will be started from the date of above.

The parties fulfilling the following criteria are eligible to participate in the tender :-

Banking Institutions eligible to participate in the tenders. However only one location per Terminal for bank is permitted.

6. The period of license shall be for 03 years.

The parties fulfilling the criteria as per NIT are eligible to participate in the tenders:

7. Only one tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.

TENDER DOCUMENT NO: AAI/BZ/COMML/ATM-Arrival hall /14-15

8. In case of privatization / leasing out of Vijayawada Airport under Public Private Partnership (PPP), the unexpired period of license agreement for the license shall be honored by the prospective lessee/operator(s) at Vijayawada Airport instead of termination by short notice.

9. Any party either a firm or an individual falling under the following categories is not eligible:

(a) De-barred/black listed by CBI or AAI or Undertakings/Departments like; Railway, Defense or any other Department of Govt. of India, State Govt. A declaration to this effect is to be given 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.

Note: A declaration to this effect has to be given by the party, while submitting tender documents in envelop "A".

10. Tender documents indicating full details of the license are available in the address highlighted below on non-refundable payment of **Rs. 1,000/- (Rs. one Thousand Only)** on any working day between 1000hours to 1600hours from **13/02/2015 to 04/03/2015**. In case of the tender documents being downloaded from AAI website www.aai.aero the tender fee in the form of D/D in favor of "Airports Authority of India, payable at CHENNAI", should be deposited separately in the office of Airport Director, Airports Authority of India, VIJAYAWADA Airport, GANNAVARAM on or before the date of tender opening.

11. Tender documents duly completed in all respects should reach either by registered post or by person at the above address on or before **05/03/2015** up to 1500 hours positively. The Technical Bids of the tenderers shall be opened on **05/03/2015** at 1530 hours in the presence of the interested tenderers or their authorized representatives. The date of opening of the Financial Bids shall be intimated separately in due course.

12. AAI reserves to itself the right to reject the conditional tenders 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 or information from any of the tenderer(s).

(AIRPORT DIRECTOR)

GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. "Technical Bid" must be sealed in ENVELOPE 'A' and "Financial Bid" in ENVELOPE 'B' and both the Envelopes are to be sealed in 'MASTER ENVELOPE'.
3. Envelope 'A' which shall be opened first, shall contain the basic documents specified as under :
 - a) Details of concern and legal status that is whether it is sole proprietor, partnership firm or a company under the companies Act.
 - b) Self attested copies of the PAN card, sales tax registration certificate(VAT in states it has become applicable), service tax registration. In case any or all the above provisions mentioned are not applicable, the party should give 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 account/balance sheet of the sole proprietor concern or a partnership firm, annual report in case of a company as per the company act.
 - d) Self attested copies of Memorandum and articles of association in case of companies and partnership deed in case of firms and approved bylaws in case of co-operative societies.
 - e) Earnest Money Deposit (EMD) of Rs.14160/(Fourteen thousand one hundred and sixty only) should be in the form of Pay Order/ Demand Draft in favour of "Airports Authority of India" payable at "Chennai".
 - f) No dues certificates.
 - g) Certified details of Gross turnover(details to be specified in the tender document as per the facility for which the tender is being proposed), out of which 50% of GTO should be from the relevant business for which the facility has been tendered.
 - h) Form of unconditional acceptance duly signed.
 - i) Declaration giving the particulars of contracts undertaken by the party at different stations of AAI. The details of blacklisting or debarring effected by AAI, or any Government of India department, any central or state public sector undertakings.(NIL statement also to be filled)
 - j) Declaration of cases/action under PPE Act initiated by AAI.(NIL statement also to be filled)
 - k) Declaration giving the details of outstanding dues(disputed and undisputed)
 - l) Experience criteria. Important: AAI reserves the right to verify, refer any document by the concerned authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of financial bid.

4. Envelope " B" (Financial Bid)

- a) The envelope B should contain only the financial bid in the approved form.
- b) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be signed by the authorized signatories of the Tenderer(s).
- c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

5. a) 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) In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partner 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

c) In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical stage.

d) In case a foreign company and its wholly owned India subsidiary 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.

6. Tenderer(s) should clearly indicate the name & address of their Firm/Company/ Individual, as the case may be, on both the Envelope and should clearly indicate the name of the facility for which tender(s) have been invited;

7. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of **THREE** years, on account of non-compliance of the following:

- i. Acceptance of the offer within 10 days;
- ii. ii. Payment of Advance License Fee for one month within 15 days from the receipt of the Award Letter;
- iii. (a) Payment of Security Deposit equivalent to Four (04) months of quoted license fee in the form of DD / Pay Order/Bank Guarantee of a Nationalised/Schedule Bank in favour of Airports Authority of India ,payable at Chennai within fifteen(15) days from the receipt of the award letter;
(b) Payment of Security Deposit of Rs. _____ for electricity / water / telephone etc. within Fifteen(15) days from the receipt of the award letter.

iv. Execution of Agreement within 15 (Fifteen) days' and v. Commencement of the facility within 30 (Thirty) days from the date of handing over the site.

9. Tender(s) shall remain valid for a period of 180 days from the date of opening of the Financial Bid in Envelope "B". If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited; however, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of AAI.

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.

12. Any breach of the conditions at S.No. 7,8,9 and 10 above by the successful tenderer(s) would render him/them liable to be removed from AAI as a Licensee/contractor and shall be debarred from issuing tender papers for the commercial contracts for a period of THREE years;

13. Exit clause:

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

(b) Termination for cause: If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50 % of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of license fee for the last six months of the full contract period as demurrage charges and otherwise the demurrage will be equal to last 3 months. This will be in addition to the normal license fee payable by the party.

(c) Termination for convenience: Either party, AAI on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. If the party has served the notice then the party is liable to pay demurrage charges. The demurrage will be equal to the amount of licensee fee calculated for the last six months of the original contract period if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required

notice period for normal termination the demurrage will be equivalent to 3 months license fee.

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

14. All the above guidelines will form part and parcel of NIT.

15. AAI reserves itself the right to extend the date of receiving / opening of the bids as well as to extend the validity of the tender.

16. AAI reserves right to reject any or all tender(s) in part or in full without assigning any reason;

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

Signature of Tenderer

AIRPORTS AUTHORITY OF INDIA
FORM OF TENDER

1. Tender for : ATM in Arrival Hall at Vijayawada Airport.

2. Period of License : 03 Years

3. Minimum Reserved License Fee : Rs. 11,800/- (Rupees Eleven thousand eight Hundred Only) (per month) [in words & figure]

4. Name & Address of the tenderer : _____
(in block letters) : _____
: _____
: _____

5. Status of the tenderer (Proprietorship/ : _____
Partnership/Limited Company)

6. Name of Proprietor, Partners/ : _____
Managing Director as the case _____
may be, to be indicated. _____

*7. Offer of the license fee per month for : (In figures) :Rs. _____
the first year. (Beyond one year period (In words) : Rupees _____
of license, the amount of quoted license _____
fee shall be compounded by 10% every _____
year)

* Amount to be quoted in words and figures. In case of discrepancy between the amount offered in figures & words, the offer written in words will only be considered.

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

(a) Earnest Money Deposit of Rs. 14,160/- (Fourteen Thousand one hundred and sixty only) is liable to be forfeited by AAI, if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within the prescribed time.

(b) On account of non-acceptance of award or on account of non-completion of tender conditions within the prescribed time, I/We shall be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of **three** years.

Signature of the Tenderer

(c) In case the documents submitted by my/our firm along with tender are false/incorrect, the tender of my/our firm will be liable to be rejected by giving reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further tender of AAI.

9. AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.

10. The AAI does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the service at the rate quoted.

Signature of the Tenderer _____

Name _____

Status _____

Address _____

Tel No (Office) _____

Residence _____

Witness:

1)

2)

LICENCE AGREEMENT

Subject: Tender for ATM facility inArrival Hall At Vijayawada Airport.

THIS AGREEMENT made this _____ day of _____ Two Thousand _____ between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi and offices at all the Airports in India represented by, Airport Director, Vijayawada hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part, and _____ represented by _____ of the other part, hereinafter called the 'Licensee' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the Licensee)

WHEREAS the Authority is entitled in 'Law' to grant license at its VIJAYAWADA Airport for the purpose of _____ so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter refereed 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 license.

NOW, THEREFORE, this indenture Witnesses:

1. That the license for the said facility shall be valid for the period of 03 years from _____ to _____ unless terminated earlier on account of following:

(a) By giving 120 days notice in writing from either side without assigning any reason.

(b) Terminated by AAI on a short notice on account of un-satisfactory performance.

(c) Termination on expiry of the specified time period allotted for unresolved internal disputeresolution.

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

Year	Amount of Monthly Licence fee	Additional percentage/Royalty
1 st Year		
2 nd Year		
3 rd Year		

3. That in addition to the above said license fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill (s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.
5. That the Licensee shall make payment of licence fee etc. by cheque / demand drafts payable at Chennai. No outstation cheque shall be accepted in payment of license fee etc.
6. That in the event to failure to pay the license fee and other charges by due dates, simple interest @ 12% per annum be payable as per AAI Credit policy, on all delayed payments without prejudice to the Authority's other rights and remedies.
7. That the Licensee shall deposit a sum of Rs _____/- (Rupeesonly) i.e. an amount equal to ___ months license fee as Security Deposit in the form of Demand Draft / pay order/, in favor of Airports Authority of India, Payable at Chennai or Bank Guarantee in favor of Airport Director AAI, Vijayawada Airport from a Nationalized/Scheduled Bank. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without Prejudice to other rights and remedies be entitled to forfeit/adjust the amount of Security Deposit or any part thereof. In such an even he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during The continuance of these presents, be for the same amount. On the expiration Or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
8. That the Licensee shall deposit in cash/pay order Rs. _____/- (Rupees Only) as Security Deposit towards Electricity Charges.
9. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
10. That the licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

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

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

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

14. 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.

15. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

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

17. The Licensee shall not erect or display any advertisement or signboard except after obtaining the prior approval in writing of the Authority.

18. " The Licensee shall not terminate the license before the expiry of the period of the license except by giving 180 days notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 60 days notice in writing without assigning any reason thereto.

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

20. The period of license shall remain 03 years with the condition that in case of Privatization/leasing out of the airport under reference, the unexpired period of license agreement of ATM facility in Arrival Hall At Vijayawada Airport shall be honored by the prospective lessee/operator of such Airport instead of termination by a short notice.

21. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions in **Annexure "II"** annexed hereto.

SIGNATURE _____

SIGNED _____, AIRPORT DIRECTOR,
AIRPORTS AUTHORITY OF INDIA, VIJAYAWADA AIRPORT, FOR AND ON BEHALF OF
THE AIRPORTS AUTHORITY OF INDIA, IN THE PRESENCE OF :

WITNESS:

1 _____

2 _____

SIGNATURE _____

SIGNED BY _____ FOR AND ON BEHALF OF
_____ IN THE PRESENCE OF

WITNESS:

1. _____

2. _____

SCHEDULE OF PREMISES

1. Area : 4 sq.mtrs
2. Location at : Arrival Hall Vijayawada Airport, Gannavaram.
3. Purpose : ATM Facility

GENERAL TERMS & CONDITIONS

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
2. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with 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.
 - i. The period of notice given under this Agreement will count from the date of issue 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 another officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the airport under his charge.
5. (a) The Licensee shall not, unless with the written consent of the Authority, create a 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 for no other purpose whatsoever.
6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.
7. (a) The Licensee shall Indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.

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

servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of 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.

11. (a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 Kg. CO2 fire extinguisher in the licensed premises at his cost before commencement of business.

(b) No wooden partition/inflammable materials shall be permitted in the licensed premises. The material to be used for partition/fabrication of the shop/office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.

(c) License shall not use a naked light or cause or permit any such light to be used in the licensed premises.

12. The Licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.

13. The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.

(a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.

(b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.

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

15. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the Licensee.

16. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.

17. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such 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 there upon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.

18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publication Division of Government of India and/or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms & conditions as may be fixed by the said Publications Division or said Tourist Department.
19. The Licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the Licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
20. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority.
21. 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 ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation / total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/ Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms &

Conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/bargaining will be entertained.

25. On expiry of the license period or on termination of the license by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments 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.

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

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

28. The provision of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.

29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there under which are now enforced or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been 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.

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

(SIGNATURE OF LICENSEE)

THIS FORM TO BE FILLED BY THE TENDERER & SHALL BE SUBMITTED IN ENVELOPE 'A'

1. Details of license, if any, held at any airport in own name or in the name of spouse, children, parents, grand children, brothers, sisters or any other near relatives.

a) Nature of license(s) / Contract(s) Held :

b) Place of license :

c) Period of license(s) / Contract(s) :

d) Clearance certificate from the station-in-charge in respect of no dues to be attached.

e) Name and address of spouse/legal heirs of the tenderer(s)

SIGNATURE OF TENDERER

NB:

1. In case of NIL report proforma must be filled with nil report and submitted duly signed.

2. In case the above space is not adequate, the details (a to d) on additional sheets duly signed may be attached.

DUPLICATE COPY TO BE SUBMITTED IN ENVELOPE 'A'

ACCEPTANCE LETTER

(Refer Clause 8 of Form of Tender)

To,
The Airport Director,
Airports Authority of India
Vijayawada Airport,
Gannavaram.

Sir,

Sub:- ACCEPTANCE OF AAI'S TENDER CONDITIONS

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

Yours Faithfully,

(Signature of the Tenderer)
With rubber stamp

Date:

(For successful bidder only)

(Letter of understanding from the Depositor to Bank to be submitted along with Bank Guarantee to Airports Authority of India.)

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

Sub.: My / Our Bank Guarantee No.dated.....for
Rs..... Issued in favor of Airports Authority of India A/c
.....

Sir,
The subject Fixed Deposit / Bank Guarantee is obtained from your branch for the purpose for the purpose of Security / Earnest Money on account of contract awarded / to be awarded by M/s AAI to me / us.

I hereby authorize the Airports Authority of India in whose favor the deposit is made to encash / close the subject Bank Guarantee before maturity / on maturity towards adjustment of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place:
Date:

(FORM OF BANK GUARANTEE)

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

)

WHEREAS by a license agreement dated _____ made between Airports Authority of India, the 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 _____ 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 request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the authority on demand and without demur or protest and without reference to the licensee, any sums of money at any time or from time to time demanded by the authority on account of the license fee and royalty and other charges due from the licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the authority by reason of any breach by the licensee of any of the terms or conditions of the said license agreement : PROVIDED that our liability under this guarantee shall be limited to the 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 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 or consent and knowledge.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variations(s) or any of the terms and conditions of the said license agreement made between the authority and the licensee and 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 assigns 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 as in force in India.

6. This guarantee shall be valid _____ and you have the right to encash this guarantee upto _____ 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 03 months thereafter

II. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to 90 days from the said date.

III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank name

Dated : _____

Place : _____

Witnesses: