



**AIRPORTS AUTHORITY OF INDIA
MADURAI AIRPORT**

COST OF DOCUMENT - ₹2000/-

Tender Document No: AAI/MDU/

**SUBJECT: TENDER FOR "HOTEL RESERVATION COUNTER AT
ARRIVAL HALL" IN NITB AT MADURAI AIRPORT**

TENDER SET COMPRISES:

SL.NO	PARTICULARS	NO. OF PAGES
1.	NOTICE INITING TENDER	3 Pages
2.	GENERAL INFORMATION & GUIDELINES	4 pages
3.	FORM OF TENDER	2 Pages
4.	ACCEPTANCE LETTER	1 Page
5.	LICENSE AGREEMENT	5 Pages
6.	GENERAL TERMS & CONDITIONS	6 Pages
7.	SPECIAL TERMS & CONDITIONS	1 Page
8.	EXIT CLAUSE	1 Page
9.	STANDARD HEALTH CLAUSE	1 Page
10.	FIRE CLAUSE/ADDITIONAL FIRE CLAUSE	3 Pages
11.	LOCATION MAP	1 Page

SOLD TO:

(SIGNATURE OF ISSUING AUTHORITY)

Date sold:



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

REF.NO. AAI/MDU/NIT

DT. 11.09.2013

निविदा निमंत्रण सूचना / NOTICE INVITING TENDER

1. Tenders in the prescribed form duly sealed are hereby invited for granting licence for the following at Madurai Airport:

Sl. No.	Name of Facility & Location	Space in Sqm	EMD in Rupees	Period of License	Minimum Reserved License Fee per month (excluding S.Tax)	Cost of tender form inclu. ST
A	Hotel Reservation Counter at Arrival Hall	5.76 sqm	69,000/-	3 years	₹57,100/-	₹2000/-

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

A. Hotel Reservation Counter:

"(i) Hotels must have the valid category or heritage category issued by Hotel & Restaurant approval and classification Committee (HRACC) Ministry of Tourism Government of India.

(ii) Any association of hotels having valid registration for representing at least 2 hotels with valid star categorization of HRACC, Ministry of Tourism Government of India.

3. 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. PAN Card will determine the single entity criteria hence will be the basis for decision.

4. Any Party either a firm or an individual falling under the following categories is not eligible to participate in the tender:

- (a) De-barred/black listed by CBI or AAI or Undertakings /Departments like Railways, Defence or any other Deptt. of Govt. of India , State Govt.
- (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 consideration of tender.

5. A declaration has to be given by the party indicating the following details, while submitting the tender documents in **Envelope- A.**

- (i) The details of their contract at all the Airports of AAI as a whole;
- (ii) Their liability of payment of disputed/undisputed dues of AAI.
- (iii) Details of de-barred/black listed by CBI or AAI or undertakings/Deptts. like Railways, Defence or any other departments of GOI; State Govt.
- (iv) Whether facing any action under PPE act with AAI.

(v) Whether dues to be paid to AAI as a whole as per court directives. (The associated Firms/subsidiaries of such defaulting party shall also not be eligible for consideration of tender) **The above declaration has to be given for 'NIL' information also.**

6. The tender is liable to be rejected in case of non submission of the above declaration by the parties.

7. (a) If at any stage, AAI finds that the party had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for three years for participation in AAI tenders.

(b) If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for next one year.

8. Tender documents indicating full details of the licence are available on non- refundable payment of Tender cost by Demand Draft in favour of 'Airports Authority of India' payable at "Madurai" (refer table in Para 1) on any working day between 1000 hrs to 1600 hrs from 11.09.2013 to 30.09.2013 at the following address:

**O/o. The Airport Director,
Airports Authority of India ,
Madurai Airport, Madurai-625 022.**

The Schedule of Sale of tender documents, date of Receipt of tender documents & date of opening of technical bid is furnished below:

Period of Sale of Tender Document	Date of Receipt of Tender	Date of Opening of Envelope "A"
11.09.2013 to 30.09.2013	01.10.2013 before 1500 hrs	01.10.2013 at 1530 hrs

Tender documents can also be down loaded from AAI's Website www.airportsindia.org.in or www.aai.aero and Tenders made on such a form shall be considered valid for participation in the tender process. **The parties shall pay the prescribed cost of Tender document by Demand Draft or by cash on or before submission / dropping of bid documents. Non payment of Tender fee by any party before the time of receipt of tender will be rejected.**

a) An additional amount of ₹100/- (Rupees one hundred only) may be sent by DD in case of Tender Form is required by post. However AAI is not responsible for the postal delay / misplacement during the transit.

9. Tender documents (Master Envelope having Envelope 'A' and 'B' separately) duly completed in all respects should reach either by Registered post or by person at the above address on or before the dates and time mentioned in Para **8** above, positively. The Technical Bids(Envelope 'A') of the tenderers shall be opened as per schedule given above in the presence of the interested tenderers or their authorized representatives. Any tenders received after due date & time stated above shall not be entertained under any circumstances. AAI will not be responsible for any postal delay or misplacement of tender documents submitted by post. The date of opening of the **Financial Bids** (Envelope 'B') shall be intimated separately in due course.

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. The Envelope 'A' (Technical Bid), which shall be opened first, shall contain the basic documents specified as under:
 - a) Details of the 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 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 Account/Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the 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) Earnest Money Deposit of ₹69,000/- should be in the form of Pay order / Demand Draft in favour of AAI, Madurai Airport.
 - f) No dues certificates from AAI. [Only signed certificates will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission. \(Those who are having any contracts in AAI are required to submit the above 'No Dues certificates'.\) If they have no contracts in AAI, "NIL" statement should be furnished.](#)
 - g) Certified details of Gross turnover out of which 50% of GTO should be from the relevant business for which the facility has been tendered. Certified details of Gross Turnover from the Chartered Accountant. (To be submitted in case the turnover is mentioned in the Notice Inviting Tender)
 - h) Form of unconditional acceptance duly signed.
 - i) Copies of documents required as specified in the NIT.
 - j) 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 to also be filed)

- k) Declaration of cases/ action under PPE Act initiated by AAI. (Nil statement also to be filed)
 - l) Declaration giving the details of outstanding dues (disputed and undisputed).
 - m) Experience Criteria (Documents towards experience)
- Important: AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of financial bid.
- 4. Envelope B (Financial Bid)
 - a) The envelope B should contain only the financial bid in the approved form.
 - b) The amount of licence fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the 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 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.
 - 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 bid stage.
 - d) In case a Foreign Company and it 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.
 - 6. **If the entity participating in any of the tenders is a private or public limited company, partnership Firm or Sole proprietor and any of the Directors/Partners/ Sole proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity may not be allowed in AAI tenders.**
 - 7. 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.
8. 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 **one year**, on account of non-completion of the following:
- a) Acceptance of the offer within 10 days;
 - b) Payment of advance licence fee for one month within 15 days from the receipt of the award letter;
 - c) (i) Payment of Security Deposit equal to last 04 months of quoted licence fee in the form of Demand Draft / Pay Order / Bank Gurantee of a Nationalized/Scheduled Bank in favour of Airport Director, AAI, Madurai Airport within 15 days for the licence and;
(ii) Payment of Security Deposit equal to 10% annual value of contract for electricity / water/telephone etc.,
 - d) Execution of the Agreement within 15 days: and
 - e) Commencement of the facility within (as per Gestation period) or 30 days.
9. Tender(s) will remain valid for a period of 180 days from the date of opening of the Technical Bid in Envelope 'A'. If any tenderer withdraw 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 Sl. No. 09 & 10 above by the successful tenderer would render him liable to be removed from AAI as a licensee and shall be debarred from issuing tender for the commercial contracts for a period of 01 year.**
13. Any breach of the conditions stated **Sl. No 7 (a) to (e)** above by the successful tenderer(s) shall be dealt according to Clause 1 of Chapter 14, of commercial manual 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 and the EMD received will be forfeited. 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.

14. All the above guidelines will form part & parcel of the Notice Inviting Tenders (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, grand parents, children, grand children, brothers, sisters, uncle, aunts, cousins and their corresponding in laws".

Tender Set Number:

AIRPORTS AUTHORITY OF INDIA
FORM OF TENDER

1. Tender for : **HOTELRESERVATION COUNTER**
2. Period of Licence : **THREE YEARS**
3. Minimum Reserved Licence Fee : ₹57,100/-per month
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 licence fee per month : _____
For the first year. Beyond one year _____
Period of licence, the amount of _____
Quoted licence fee shall be _____
Compounded by 10% every year _____
8. I/We have carefully read and understood the terms and conditions
of the licence as contained in Tender Documents issued by the
Airports Authority of India (AAI) including the following:
 - a) Earnest Money Deposit of ₹**69,000/-** is liable to be forfeited by AAI,
if on award of licence, I/We do not accept the award or do not fulfill
any of the conditions stipulated in tender documents, within the
prescribed time.

.....2

- 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 **one year**.
- c) In case the documents submitted by my/our firm along with tender are found inadequate/false/incorrect, the tender of my/our firm will liable to reject without assigning any 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 reasons 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.

DUPLICATE COPY TO BE SUBMITTED IN COVER NO.1

ACCEPTANCE LETTER
(TO BE SUBMITTED IN COVER NO.1)
Refer clause 11 of Notice Inviting Tender

TO
The Commercial In Charge,
AIRPORTS AUTHORITY OF INDIA
MADURAI AIRPORT,
MADURAI – 625 022.

ACCEPTANCE OF AAI's TENDER CONDITIONS

Sir,

1. The tender documents for the Facility Hotel Reservation Counter at Arrival Hall in NITB at Madurai Airport have been provided to me/us by Airports Authority of India and I/we hereby certify that I/We have inspected the site and read the entire terms and conditions of the 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 11 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 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 Tenderer With seal/rubber stamp)

Date

AGREEMENT

Subject: License for

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 New Delhi and offices at all Airports in India represented by *Airport Director, Madurai Aerodrome* 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 *Madurai Airport* for the purpose of _____ 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 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 licence;

NOW, THEREFORE, this indenture witnesseth :

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

(a) By giving **60 days** notice in writing from either side without assigning any reason.

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

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

2. That in consideration, 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	Additional percentage/ Royalty
.....
.....
.....

3. That in addition to the above said licence fee, Licensee shall pay all charges towards consumption electricity and water as may be due as determined by the Authority and at the rates(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 sales assessments, out goings and other taxes as leviable on licensee in 'Laws'.
5. That the Licensee shall make payment of Licence fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of licence fee etc.
6. That in the event of failure to pay the licence fee and other charges by due dates, simple interest @ 12 % per annum by payable on all delayed payments without prejudice to the Authority's other rights and remedies.
7. That the Licensee shall deposit a sum of Rs. _____
(Rupees _____)
i.e. an amount equal to last **04 months** of quoted licence fee as Security Deposit in the form of Demand Draft/ Pay order / Bank Guarantee from a Nationalized/ Scheduled Bank in favour of **Airports Authority of India, Madurai**. In the event of the Licensee committing any breach of the terms & conditions of the licence agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the licence 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/ DD
Rs. _____ (Rupees _____)
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 licence.
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 objection to the Authority for granting any other Licence 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 licence agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

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

15. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give him alternate premises for the purpose of this licence. 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 licence 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 of premises", for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and Staff of various Airlines using the Airport and for no other purpose.

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

18. The licensee shall not terminate the licence before the expiry of the period of the licence 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 licence can be terminated by the Authority by giving 180/120/90/30 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 licence agreement, the Authority will be entitled and be at liberty to determine the licence 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.

20. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special terms and conditions, Exit clause, Fire extinguisher clause and Additional fire clause found in Annexure-I to Annexure-VI annexed hereto.

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

WITNESS:

1)

2)

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

WITNESS:

1)

2)

SCHEDULE OF PREMISES

- | | | | |
|----|-----------------|----------------------------------|---|
| 1. | Space measuring | <u>5.76 sqm</u> | |
| 2. | Location at | <u>Arrival Hall</u> | |
| 3. | Purpose | <u>Hotel Reservation Counter</u> | - |

ANNEXURE - I

GENERAL TERMS & CONDITINS

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 licence fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with 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.

a. The period of notice given under this Agreement will count from the date of receipt of notice by either side.

4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director / Aerodrome In-charge of the Aerodrome or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director / Aerodrome In-charge, 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 licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence 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 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 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 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 licence.

9. The Licensee shall comply with the requirements of all standard health clauses including those given below:

- a) The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments, and implements etc. used by the Licensee.
- b) All 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 insanitary 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 confirm 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 reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.

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

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

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

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

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

16. The Licensee shall not hold/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 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 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 airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.

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

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

24. The Authority do not recognize any Association of the Traders and in case any negotiation/ bargain necessary with regard to the clarification of the Terms & Conditions of the Licence or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/ bargaining will be entertained.

25. On expiry of the license period or on termination of the licence 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 and 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 licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/ building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a licence in terms & 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. Provisions of Airports Authority of India Act 1994 (as amended by act 43 of 2003) 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 thereunder 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)

ANNEXURE – II

**SPECIAL TERMS AND CONDITIONS FOR HOTEL RESERVATION
COUNTER**

1. The facility shall be open during the operational hours or at any given time approved by the Airport Director, AAI, Madurai as per requirement of the station.
2. The licensee shall obey the various Central and State Govt. labour laws in force from time to time.
3. The licensee has to make payments to his employees as prescribed under minimum wages act and as per all the related statutory provisions applicable thereto. And also the licensee/company/agency should ensure their registration with PF & ESI purposes and compliances of contract labour provision too.
4. Any clearance/permission/Licence shall be obtained by the licensee from the Govt/ agencies/local authority etc. for running the subject facility before commencement of the service.
5. The working hours, name of the licensee and period of the contract shall be displayed in the counter.
6. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.

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(SIGNATURE OF LICENSEE)

ANNEXURE-III

EXIT CLAUSE

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

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

c) Termination for convenience: Either party, AAI on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly the notice given by the party should be approved by the acceptance authority. However the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee 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. No compensation is payable by AAI.

II. Exponential Penalty on licensees @ double the licence fee per month in the form of damage charges can be imposed on licensees unauthorizedly occupying the premises after expiry of contract period.

(SIGNATURE OF LICENSEE)

ANNEXURE – IV

AIRPORTS AUTHORITY OF INDIA

FIRE EXTINGUISHER CLAUSE

1. The Licensee hereby undertakes not to use Gas heating / naked lights, in the terminal building, other than inside the counter/ premises/ restaurant/ canteen, for which the license has been issued.
2. the Licensee hereby undertakes to keep adequate number of 'Ash trays' in the smoking area and to provide ' No smoking " sign boards in the non- smoking areas, as specified by the authority, for the purpose of this license.
3. The Licensee hereby undertakes to take utmost caution to prevent spillage of fuel oil or other hazardous chemicals in the terminal building. In the event of total prevention is perfectly impossible, th licensee shall provide suitable bins/ trays in the appropriate places for collection of such spill and shall dispose the collected spillage properly to avoid hazard or danger to hygienic condition of the premises.
4. (a) The licensee undertakes to provide adequate 'Fire protection system' as per building code of India, at his own expenses, in the premises covered by in this license.

(b) The Licensee shall install, at his own cost CO2 Fire extinguishers, of the minimum weight of 2.5 kgs., in the premises under the license.
5. The Licensee undertakes to obtain prior permission from competent authority for hot/ cold work in case during alternate use of heat, naked, flame electricity or high pressure condition is to be made.
6. The Licensee hereby covenants not to keep or cause any obstruction in the exit and escape routes in the premises under license.
7. Wherever there are 'Smoking' and 'Non-smoking zones', the licensee shall keep the fire separation doors closed.
8. The Licensee undertakes to provide adequate number of 'Waste bins' with proper lids, in the appropriate places of the premises under this license.
9. The Licensee hereby undertakes not to obstruct the location of the fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.

10. The Licensee shall not exceed the loading limits of power source as specified by the authority and shall not do any loose or temporary connections in the terminal building.
11. The Licensee undertakes to educate the people to be deployed in respect of this license to be more conversant with emergency evacuation procedures and handling of portable fire fighting equipments.
12. The Licensee shall always communicate the required means of communication to communicate with the Airport Fire Station in case of emergency.
13. The Licensee shall submit the premises for inspection of Fire prevention measures every quarter and the recommendations made by inspecting officer shall be complied with by the Licensee.
14. The Licensee hereby agrees to provide necessary training to the employees, posted in the premises, for handling fire extinguishers as provided in the terminal / licensed premises.

Signature of the Licensee -----
with seal : -----

Signature of Aerodrome – in – charge / -----
Airport Director with seal -----

ANNEXURE-V

ADDITIONAL FIRE CLAUSE

1. The licensee shall not use electrical heater, toaster, electric kettle and other allied electrical appliances in the shops and offices.
2. The licensee shall not use naked light of any kind in the shops and offices.
3. The licensee shall get their electrical circuit tested, at least, once in a year and any defect noticed should be rectified immediately. Licensee shall submit the test report issued by electrical Supervisory Licence holder or engineer to the Airport Director.
4. Electrical cable should not be laid on the false ceiling, or on the partition wall. Cable, where required, should be laid on metal cable trays.
5. Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
6. Main switch board, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
7. Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of Airport Director
8. Combustible material should not be stored under/close to the electric switch board/distribution board /meters and approach to electrical board should be kept clear.
9. If in the allotted space, no false ceiling is provided, false ceiling will not be provided by the allottee, without specific approval from Airport Director.
10. Internal partition/any modifications are not permitted unless written permission is obtained from Airport Director.
11. Storing of any type of material above the false ceiling is prohibited.
12. Allottee shall get his personnel trained in use of fire extinguisher.
13. Allottee shall not store combustible material more than seven days use in the offices situated in terminal buildings.
14. Two 09 ltrs. Capacity water type extinguishers and one 4.5 kgs CO2 extinguishers shall be installed.
15. Battery operated emergency light shall be provided in shops.
16. Telephone Numbers of fire control room shall be displayed.
17. NOC shall be obtained by the allottee from city fire service for carrying out any modification.
18. Storing of liquid fuel of any type is strictly prohibited.

Signature of the licensee

