



**E – TENDER FOR LICENCE FOR OPERATING RETRIEVAL,
MAINTENANCE AND ADVERTISEMENT RIGHTS ON FREE
PASSENGER BAGGAGE TROLLEYS CONTRACT AT PUNE
AIRPORT, PUNE**

COST OF E-TENDER DOCUMENT : Rs.5,000/- (NON REFUNDABLE)

Tender Document No. 07/14

AIRPORTS AUTHORITY OF INDIA

Sl.No.	Particulars	Page No.	No. of Sheets
1.	Notice Inviting E-Tender	2-4	3
2.	E-Tendering guidelines to the bidders (Annexure-A)	5	1
3.	General Information & Guidelines	6-11	6
4.	Licence Agreement	12-16	5
5.	Schedule of Premises	17	1
6.	General Terms & Conditions (Annexure-X)	18-24	7
7.	Special Terms & Conditions (Annexure-Y)	25-26	2
8.	Form of Bank Guarantee	27-28	2
9.	Letter for Unconditional Acceptance of AAI's E-Tender Conditions (Annexure-Z)	29	1

ISSUING AUTHORITY



**AIRPORTS AUTHORITY OF INDIA
PUNE AIRPORT, PUNE**

NOTICE INVITING TENDER

1. E-Tender in the prescribed form are hereby invited for granting licence at Pune Airport for the following :-

Name of the facility with locations	Earnest Money Deposit	Minimum Reserve Licence Fee Per Month
Retrieval, Maintenance and Advertisement Rights on Free Passenger Baggage Trolleys (700 Nos. Trolleys)	Rs.1,05,000/- (Rupees One Lakh Five Thousand Only)	Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand only)

Note :

- a) Offers below MRLF will not be considered for award
 - b) The successful tenderer is liable to pay all Govt. Taxes including service tax (presently @ 12.36%) applicable at the rates declared by Government of India / State Govt. / Union Territory from time to time.
 - c) Gestation period of 30 days or actual commencement of commercial operation whichever is earlier, will be permitted. The gestation period will be counted from the date of award. Gestation period will not be applicable if the award is given to the existing licensee.
2. The period of the licence shall be three (03) years from the date of award.
3. The parties fulfilling the following criteria are eligible to participate in the e-tender :-

Parties / Firm having minimum of **two (02) years** experience in advertisement display business / trolley management services at transportation centre like Airports / Seaports / Railways as whole / Metro Rail / Bus terminals / Hotellers / Airline including foreign airlines / Business and industrial houses / Courier agencies.

OR

Parties having **two (02) years** experience in the business of Trolley Manufacturing/Supplying /Operation/Maintenance at Transportation centre like Airports/Sea-Ports/Railways/Metro Rail Stations/Hotels/Airlines including Foreign Airlines/Business and Industrial Houses/Courier Agencies/Shopping Malls.

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

5. Any party either a firm or an individual falling under the following categories are 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.etc
- (b) Parties facing action under PPE Act with AAI.
- (c) Parties either an individual or a business establishment, who has been ordered by a court of Law to pay the outstanding dues of AAI at any of the Airports as a whole and has not paid such dues to AAI, shall also not be eligible for the tender.
- (d) A declaration to the effect that the tenderer does not fall under the categories (a), (b) and (c) above has to be submitted in **Envelop 'A'**.

6. E-Tender documents indicating full details of the licence can be seen in the e-tender documents uploaded on the AAI e-tender portal <http://etender.aai.aero/irj/portal> / www.aai.aero

The bids shall be submitted only on the AAI e-tender portal <http://etender.aai.aero/irj/portal>

The bids shall not be accepted in any other form

The e-tendering process is online at e-portal URL address <http://etender.aai.aero/irj/portal>

Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at AAI e-tendering portal mentioned above.

Clarification needed, if any may be sent through e-tendering portal only

Cost of e-tender fee amounting to ₹.5,000/- (Rupees five thousand only), non-refundable, will be required to be paid online through payment HDFC gateway, provided at the portal itself.

E-bids shall be submitted in two bid system as follows :-

- (i) Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information / guidelines of Notice Inviting Tender.
- (ii) Financial Bid – As required under clause 4 of general information / guidelines of Notice Inviting Tender.

7. **Critical dates**

Sl.No.	Activity	Date		Time in IST
		From	To	
i)	Download of tender document from e-tender portal	19.05.2014	09.06.2014	Upto 1700 hrs.
ii)	Online submission of bids (Technical as well as financial) on e-tender portal	Upto 09.06.2014		By 1700 hrs.
iii)	Opening of technical bids (online)	On 10.06.2013		At 1530 hrs.
iv)	Opening of financial bids (online)	Date & time of opening of financial bids shall be intimated separately / subsequently only to the technically qualified bidders.		

8. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto

9. 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).

**FOR AIRPORT DIRECTOR
PUNE AIRPORT
PUNE**

“E-Tendering guidelines to the bidders”

- 1. E-Tendering Participation Requirements :** Interested bidders / tenderers willing to participate through e-tendering process are required to register themselves on this portal following the process given below :

> Click on the link > New bidder? Apply for authentication

- 1.1 **User name and Password:** The objective of obtaining system generated user identification (UID) FOLLOWED BY Password is essential for downloading of tender document. The tender document is uploaded by AAI using digital signatures. However, digital signature is not required for downloading of tender document. The portal can be viewed through guest user (id) for getting tender details & other information at portal.
- 1.2 There is no registration fee applicable. However, bidder(s) shall have to pay the tender document fees through payment gateway provided by HDFC.
- 1.3 For any technical assistance bidders may contact as mentioned below :
 - (i) Mr. Dharmendra Kumar, Asst.GM (IG), AAI
Telephone number : 011-24626632 (Direct), EPBAX No.011-24632950, 3509, Mobile No.09891164759
E-mail id : etendersupport@aai.aero or dkumar@aai.aero
 - (ii) Mr. A.K. Sharma, Jt.GM (IT), AAI
Telephone number : 011-24647596 (Direct), EPBAX No.011-24632950, 3506, Mobile No.09891164759
E-mail id : etendersupport@aai.aero or dkumar@aai.aero
- 1.4 Digital Certificates : Bidders / tenderers are required to obtain digital certificate from authority duly certified from Govt. of India. (Please see www.cca.gov.in)
- 1.5 Bidder's training support system : Detailed information in this regard have been provided to the bidders at this portal
- 1.6 Training support system for registered bidders is given inside the portal and visible to the registered bidders only.

GENERAL INFORMATION / GUIDELINES

1. Tender documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer :-
 - i) The technical e-bid through e-portal.
 - ii) The financial e-bid through e-portal
3. The technical e-bid which will be opened first, shall contain the following documents specified as under **(Bidders shall upload scanned copy of following documents in readable form at AAI e-tendering portal as a part of technical bid) :-**
 - a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Company 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 copy 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) The tenderer / service provider are required to furnish Earnest Money Deposit (EMD) of Rs.1,05,000/- (Rupees One Lakh Five Thousand only) through RTGS in favour of Airports Authority of India, Pune, IDBI Bank Limited, F.C. Road Branch, Dnyaneshwar Paduka Chowk, Shivaji Nagar, Pune-411005, Account No.390103000000693, IFCS Code : IBKL0000390. A scanned copy of the receipt of the payment made is to be uploaded along with tender documents at the time of submission.

f) **No Dues Certificate**

i) **Self declaration of dues**

The party should submit the details of contract held (current and past) at all AAI controlled airports and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit.

ii) **No dues certificate from AAI.**

The party should also enclose the no dues certificate issued by AAI in respect of all airports under its control. Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of tender submission.

- g) Certified details of minimum annual turnover of **Rs.10,50,000/-** (Rupees Ten Lakhs Fifty Thousand only) by a Chartered Accountant, out of which 50% of GTO should be from the relevant business for which the facility has been tendered. The turnover criteria should be in any of the last five (05) financial years.

In case of multiple business of a company then the breakup of the turnover with the specific requirements of the tendered facility should be submitted duly certified by the Chartered Accountant.

- h) Form of unconditional acceptance duly signed (enclosed as Annexure Z along with tender documents).
- i) Copies of documents required as per Clause 3 of NIT.
- j) Declaration giving the particulars of contract undertaken by the party at different stations of AAI. The details of blacklisting or debarring affected by AAI, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be 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) Documentary evidence for experience criteria claimed

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. **Financial Bid**

- a) The financial e-bid should be in the prescribed format available at AAI e-tendering portal and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer :-

I / We have carefully read and understood the terms and conditions of the licence as contained in Tender Document issued by the Airports Authority of India (AAI) including the following :-

- i) Earnest Money Deposit of Rs.1,05,000/- (Rupees One Lakh Five Thousand only) 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 prescribed time.
 - ii) 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 (03) years.
 - iii) 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.
- b) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- c) 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.
- f) 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).
- g) In case of discrepancy between the amount offered 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 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 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 of foreign Company and its wholly owned Indian subsidiary (WOS) Company are participating in the same tender then a disclosure to be made during the application stage. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
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-completion of the following:
- (a) Acceptance of the offer within **10 days** from the date of the award addressed to the party.
 - (b) Payment of advance license fee for one month within **15 days** from the receipt of the award letter.
 - (c) (i) Payment of Security Deposit equivalent to **last 04 months license fee** in the form of Demand Draft/Pay order/Bank Guarantee of a Nationalized/Scheduled Bank in favor of Airport Director, AAI, Pune Airport within **15 days** for the licence. Bank Guarantee from co-operative Banks will not be accepted.
 - (ii) Payment of Security Deposit equal to an amount of previous **4 months** billing cycle for electricity/water/telephone etc Or **10%** of the annual contract value (**first year**) whichever is higher applicable for electricity/water/telephone etc.
 - (d) Execution of the Agreement before commencement of the contract.
 - (e) Commencement of the facility within gestation period.
8. E- 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.

9. The tenderer(s) shall give the list of his near relatives * employed in AAI.
10. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives * of AAI employees.
11. Any breach of the conditions above by the successful tenderer(s) shall be dealt as follows :-
 - a) If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAI and the EMD received will be forfeited. The party will also be debarred from participating in any tender of AAI for a period of one 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 of fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.
 - c) If at any stage, AAI finds that the party 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 (03) years for participation in AAI tenders.
 - d) If the licensee does not operate the licence upto 50% of the contract period then the party is liable to be debarred for next one (01) year.

12. Exit Clause in this contract shall be as follows :-

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

liable to pay AAI the value of license fee equal to the amount of current license fee for the six (6) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

- c) **Termination for convenience :-** Either part, AAI on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice given by the party should be approved by the acceptance Authority. However the date on which notice was received at AAI will be the commencement of the notice period and administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six (06) months current licence fee if the termination occurs before the 50% period of the original contract. The period of six (06) months will be reduced to four (04) 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 of normal termination the demurrage will be equivalent to three (03) months licence fee.
13. All the above guidelines will form part & parcel of the Notice Inviting E-Tenders (NIET).
 14. AAI reserves itself the right to extend the date of receiving/opening of the e-bids as well as to extend the validity of the e-tender.
 15. AAI reserves right to reject any or all e-tender(s) in part or in full without assigning any reason.

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

LICENSE AGREEMENT

Subject :- Agreement of License for operating Retrieval, Maintenance and Advertisement Rights on Free Passenger Baggage Trolleys Contract at Pune Airport, Pune.

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 Bhawan, Safdarjung Airport, New Delhi-110003 and office at all the Airports in India represented by Airport Director, AAI, C.E. Pune 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, Airports 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, representatives, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to grant license at its Pune Airport, for the purpose of Retrieval, Maintenance and Advertisement Rights on Free Passenger Baggage Trolleys 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 referred to as the premises.

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

AND WHEREAS the Authority is agreeable to grant the license.

NOW, THEREFORE, this indenture witnesseth:

1. That the license 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:

Years	Amount of Monthly License fee
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 license fee etc. by Cheque/demand drafts drawn on local banks. in favour of Airports Authority of India , Pune. No outstation Cheque shall be accepted in payment of license fee etc.

6. That in the event of 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 ₹. _____ (Rupees _____ only) i.e an amount equal to _____ months license fee as Security Deposit in the form of Bank Demand Draft/Pay order/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, Pune Airport. 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 total amount of the 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 forfeit as aforesaid, to him, without interest.

8. That the licensee shall deposit in cash/Pay order ₹._____ (Rupees_____ Only) as Security Deposit towards Electricity Charges.

9. That the Licensee shall equip himself with 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 license 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 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 license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

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

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

16. The licensee shall use the premises for the 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, for 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 signboards 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 **60** days notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving **60** days notice in writing without assigning any reason thereto.

Exit Clause in this contract shall be as follows :-

- a) **Normal termination :-** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.
- b) **Termination for convenience :-** If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the six (6) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.
- c) **Termination for convenience :-** Either part, AAI on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice given by the party should be approved by the acceptance Authority. However the date on which notice was received at AAI will be the commencement of the notice period and administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six (06) months current licence fee if the termination

occurs before the 50% period of the original contract. The period of six (06) months will be reduced to four (04) 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 of normal termination the demurrage will be equivalent to three (03) months licence fee.

If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment. No compensation is payable by AAI.

Exponential penalty on licensee @ double the licence fee per month in the form of damage charge can be imposed on licensee unauthorizedly occupying the premises after expiry of contract period.

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

20. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions as well as Special Terms & Conditions found in Annexure 'X' and Annexure 'Y' respectively annexed hereto.

21. Compliance of prevailing Security norms etc., from time to time shall be ensured by the party / licensee.

22. The award letter / letter of intent to be issued in favour of successful bidder shall also form part and parcel of the licence agreement.

SIGNED BY SHRI _____, AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA, PUNE 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 _____ Sqm.
2. Location at _____
3. Purpose _____

ANNEXURE – X**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.
 - a). The period of notice given under this Agreement will count from the date of Receipt of notice by either side.
4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the airport under his charge.
5. (a) The Licensee shall not, unless with the written consent of the Authority, create a 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 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 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 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 ₹.500/- per day for each default upto **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 Officer of AAI or 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 as 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 replacement and call upon the Licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.

- 13.** Licensee shall not store or being 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.
- 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 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 offences and complains coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee upto the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the licensee.
- 16.** The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- 17.** The Licensee shall sell articles in the premises at prices which shall be marked on the articles or 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 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 price charged are unreasonable or exorbitant and there upon the Licensee shall see 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 the released by 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, statutes, 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 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 considered in any way 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 license in terms & conditions herein contained.
27. The Authority, its servant 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 be 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 enforce or which may hereafter come into force are applicable), shall, in the first instance , be referred to a Dispute Resolution Committee (DRC) setup at the airport for which the 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 cause 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 to be open to question in any court of Law, on this account.

Before making a reference to Dispute resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman / Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

During the arbitral and Dispute resolution proceedings, the licensee shall continue to pay the full amount of licence fee / dues regularly as per the award / agreement and perform all the covenants of the agreement.

- 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-Y**SPECIAL TERMS AND CONDITIONS PERTAINING TO CONTRACT OF RETRIEVAL, MAINTENANCE AND ADVERTISEMENT RIGHTS ON FREE PASSENGER BAGGAGE TROLLEYS AT PUNE AIRPORT**

1. Authority shall initially supply 700 Nos. of baggage trolleys to the Licensee in serviceable condition for which the Licensee shall pay the quoted license fee. For any additional trolley supplied by AAI subsequently, licence fee on pro-rata basis would get enhanced. The intimation to the effect of additional trolley(s) shall be given in advance by AAI {minimum seven (7) days}. The trolleys shall remain the property of Airports Authority of India, Pune Airport.
2. The licensee shall be required to deploy adequate number of persons at his own cost to retrieve the free baggage trolleys provided from various places of the Airport premises and position them at the specified areas of terminal building and ensure safety of the trolleys.
3. The licensee shall regulate the use of free baggage trolleys by the passengers and retrieve them and position them in the specified area of the terminal building.
4. The Licensee shall have the right to display advertisement on the baggage trolleys (not exceeding 4 Sq. feet).
5. That advertisement pertaining to liquor or other intoxicants or religious theme will not be permitted. Anything which is obscene or against or criticizing the policy of the Government or which tends to promote communal or caste feeling or injure or likely to injure religious sentiments or which affects the unity and integrity of the country will not be allowed for display. Any other advertisements, which are objectionable to Airports Authority of India, should not be displayed. Decision of Airports Authority of India as to the admissibility of the subject matter of advertisement shall be final and binding.
6. The licensee shall not charge any fee from the passenger for using the free baggage trolleys. If it is established that the licensee or their employees are demanding any money from the passengers for the use of free baggage trolleys the license is liable to be terminated or removal of its employee for rendering such services. The decision of AAI shall be final and binding.
7. The personnel employed by the licensee should be provided with uniform by the licensee at its own cost and the employee should turn up for duties neatly dressed with their names displayed.
8. The trolleys shall be repaired and maintained and operated by the licensee free of any charge, compensation or remuneration. No payment whatsoever of any kind shall be made by AAI in respect of repairs and maintenance of the trolleys.
9. On expiry or termination of the contract, the licensee shall be responsible for handing over of all the trolleys back to AAI in serviceable conditions.

10. The licensee at any given time should ensure availability of 90% of the trolleys to the passengers. In case of failure, AAI shall at its discretion levy penalty @1% of licence fee per day for unserviceable trolleys for continued default.
11. The trolleys under minor repairs and maintenance should be made serviceable within 48 hours.
12. The licensee shall also pay to the Airports Authority of India space / land rental as applicable from time to time for the areas to be allotted for offices and for establishing the workshop for repairs and maintenance of the trolleys. Besides space/ land rental the licensee also agrees to pay charges for electricity and water as per actual as applicable from time to time.
13. Tenderers are requested to visit the site to assess the feasibility of business and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at a later stage. The Authority shall not, in any way, be responsible for any loss suffered by the licensee on account of business or non-availability of advertisement or damage of trolleys or for trolleys under repairs and maintenance and no reduction in licence fee shall be allowed in this account.
14. Any trolley missing and damage beyond repair due to negligence/mishandling, the cost of trolley shall be recovered from the licensee.
15. Licensee shall ensure that permits/sanction of Central Government / State Government / Local Government Bodies are obtained and displayed at appropriate places the Authority shall not entertain any rebate / claim of damage / consequential loss etc., on this ground.
16. Terminal Management, AAI, Pune Airport will be the Officer coordinating the retrieval. Maintenance and upkeep of the trolleys in the terminal buildings, and their maintenance, upkeep, including keeping the trolleys always in serviceable condition. Terminal Management, AAI, Pune Airport will periodically inspect the trolleys and counted the trolleys and the Licensee shall ensure that all the trolleys handed over to him are positioned in respective places.
17. All the above guidelines will form the part of the licence agreement.

(Signature of Licensee)

BANK GURANTEE

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

WHEREAS by a Licence 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 licence for operating the _____ (complete name and place of work) and the Licence Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said Licence Agreement.

- 1 Now therefore in consideration of the promises aforesaid and the at the request _____ of _____ the _____ licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the Licence 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 Licence Agreement and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees / USD.....) and extended for the amount increased from time to time as aforesaid.
- 2 Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Licence Agreement without any consent or knowledge of the licensee.
- 3 We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said Licence Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance of otherwise or to enforce any of the terms and conditions of the said Licence Agreement without our consent and knowledge.
- 4 This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any

change in the constitution of _____
that of the Licensee or the Authority.

- 5 We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
- 6 This Guarantee shall be valid till _____ and you have the right to encash this Guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- a. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and months thereafter.
- b. This bank guarantee shall be valid upto _____ and you have the right to encash this guarantee upto 90 days from the said date.
- c. 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

Date:

Place:

Witness

ANNEXURE - Z

**ACCEPTANCE LETTER
(TO BE SUBMITTED IN COVER NO.1)
Refer Clause 8 of Notice Inviting Tender**

To,

The Commercial in Charge
Airports Authority of India
Pune Airport

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the Facility (Name) _____ 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 forms 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 :