



## **Airports Authority of India**

### **Civil Airport, Jaipur 302011.**

*TENDER Document No. :AAI/JP/Comml/Entry Ticket/2010/( 07)/*

*Date : \_\_\_\_\_*

**COST OF TENDER DOCUMENT (Non-Refundable) Rs. 3000/- +  
(VAT 14%)= Rs. 3420/-**

**SUB: License for Airport Entry Ticket at Civil Airport, Jaipur-302011  
(Rajasthan).**

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**AIRPORT DIRECTOR  
AIRPORTS AUTHORITY OF INDIA  
CIVIL AIRPORT, JAIPUR – 302011(RAJ.)**

**AIRPORTS AUTHORITY OF INDIA  
O/O THE AIRPORT DIRECTOR, CIVIL AIRPORT JAIPUR.**

**NOTICE INVITING TENDERS**

Tenders in the prescribed form duly sealed are hereby invited for granting license for the following facilities at Civil Airport, Jaipur.

Sl. No.	Name of facility	EMD (In Rupees)	Minimum Reserved License Fee PM	Period of License	Cost of Tender Form
1.	Airport Entry Ticket (Location –Terminal-I and II )	Rs. 3, 15,625/-	Rs. 3,82,808/- PM + Service Tax	05 (Five) Years	*Rs. 3,420/-

\*Cost of Tender Form= Rs. 3,000/- + VAT @ 14%

Location: Terminal Building Area = 7.5 Sq.mts. (Each locations)

2. **The prospective bidder will quote rate of licence fee payable per month.**
3. **The licence fee is subject to compounded escalation of 10% annually + applicable service tax.**
4. The parties fulfilling the following Experience, Selection, criteria are eligible to participate in the tender:
  - (a) Reputed & experienced parties having minimum **2 years** experience in providing security personnel and managing security gates in reputed industries / firms.

**or**
  - (b) Parties having **2 years** experience in handling /management of Airport Entry Ticket at International and/or Domestic Airports.

**or**
  - (c) Parties having **2 years** experience in handling the management of entry tickets at Public Theatre / Trade Fair.

**or**
  - (d) Parties having **2 years** experience from Toll Gate collection from contracts awarded by Govt. Departments / Undertakings.

**and**
  - (e) Annual gross turn over from similar business as part of the experience – an amount equal to **06 (Six) months** of prescribed MRLF.
5. The prospective bidder will quote rate of licence fee payable per month.
6. The licence fee is subject to compounded escalation of 10% annually + applicable service tax.

7. Parties will have to obtain mandatory clearance from the B.C.A.S. Govt. of India within three (3) months from the commencement of the licence.
8. 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.
9. The Tender of any party either a firm or an individual falling under the following a category is not eligible.
  - (a) Parties, either an Individual or a business establishment, who has been ordered by a court of law to pay the outstanding dues to AAI at any of the airports in Northern Region as a whole and has not paid such dues to AAI, shall also not be eligible for the tender.
  - (b) De-barred/Black Listed by C.B.I., Central Vigilance Commission (CVC) or A.A.I. or undertakings /Departments like Railway, Defense or any other Department of Government of India/State Government.
  - (c) Parties facing action under P.P.E Act with A.A.I.
10. An Affidavit on non-judicial Stamp Paper of **Rs. 20(Rupees Twenty only)** duly attested by Notary Public is to be furnished by the tenders indicating.
  - (a) The details of the contract at all the Airports of AAI as a whole.
  - (b) The liability of payment of disputed / undisputed dues of AAI;
  - (c) Debarred/Blacklisted by CBI, or AAI or undertakings Departments like, Railways, Defense or any other Department of Govt. of India, Department of state Govt.
  - (d) Parties facing action under PPE Act., with AAI.
11. Tender Documents, indicating full details of the license are available on non-refundable payment of **Rs. 3,420/-** on any working day from **27/08/2010 to 06/09/2010** between **1000 Hrs. to 1300 Hrs. and 1430 Hrs. to 1630 Hrs. in the office of the AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA, CIVIL AIRPORT, JAIPUR-302011. (RAJASTHAN)**
12. Tender documents duly completed in all respect should reach to this office either by Registered post or by persons at the above address on or **before 15/09/2010 up to 1500 Hrs.** positively. The Technical Bids (Envelope-A) of the tenders shall be opened on the same date at **1530 Hrs.** in the presence of interested tenders or their authorized representatives. The date of opening of Financial Bids (Envelope-B) shall be intimated separately in due course.
13. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.

14. 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).
15. In addition to Licence fee /contract value licensee is liable to pay necessary service tax subject to the notifications of Finance Act 1994 and as amended by Act no 21 of 2006 and service tax (Determination of value) **Rules 2006** and all amendments, Clarifications etc. issued by Director General of Service tax, Govt. of India, will be applicable.
16. Tender Documents can also be downloaded from Airports Authority of India Website [www.airportsindia.org.in](http://www.airportsindia.org.in). & [www.aai.aero](http://www.aai.aero)., but such tenders will be valid only if the cost of Tender Document i.e. Rs. 3,420/- (Rs. Three Thousand Four Hundred Twenty Only) by cash/Draft payable at Jaipur is remitted with AAI on or before **1430 hrs.** of the last date for submission of application form/bid documents.
17. Tender(s) are required to be submitted in **two separate envelopes** viz. Envelope 'A' and Envelope 'B'. Envelope-'A' should contain basic Technical documents and Envelope 'B' should contain Financial Bid. Both the sealed envelopes containing Technical Bid in Envelope-'A' and Financial Bid in Envelope-'B' are to be put in a master Envelope duly sealed.
18. It is the responsibility of the tenderer(s) to ensure timely delivery. No tender will be received after due date and time under any circumstances.
19. In case the documents submitted by the tenderer are false, incorrect, the tender will be liable to be rejected. The financial viability as per prescribed criteria, if not fulfilled, the tender can be rejected.
20. Past experience of a tenderer means experience claimed during the last **Ten (10) years** preceding the date of publication of notice inviting tender. The experience of parent company flowing to subsidiary companies shall be considered subject to the parent company holding a minimum of **51%** equity in the subsidiary company. However, the concerned party shall be required to submit the supporting documents in r/o experience claimed like financial statement, Balance sheet etc.
21. The licence will be required to follow the applicable labour laws and all other statutory laws of Govt. India and Rajasthan State Govt.

**Note- Please note that the cost of tender is not sealed in Envelop 'A', 'B' or 'Master Envelop'**

**For any information contact us on phone no. 0141-2550623.**

AIRPORT DIRECTOR  
AAI, CIVIL AIRPORT, JAIPUR

## 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 Envelope are to be sealed in 'Master Envelope'.
3. **Envelope 'A'**, which shall be opened first, shall contain the basic (**Technical documents**) specified as under:
  - (a) Earnest Money Deposit of **Rs. 3, 15,625/- (Rs. Three Lacs Fifteen Thousand Six Hundred Twenty Five Only)** in the form of Bank Demand Draft/ Pay order in favour of Airports Authority of India, **Jaipur Airport**.
  - (b) Partnership deed in case of partnership Firm.
  - (c) No dues certificate from AAI, at any of the airports in **Northern Region** as a whole.
  - (d) A declaration on non-judicial stamp paper of **Rs.20/-** duly attested by Notary Public indicating (i) the details of their contracts at all airports of AAI (ii) liability of payment of disputed/undisputed dues of AAI. (iii) Debarred/black listed by CBI or AAI. (iv) Parties facing action under PPE act. with AAI.
  - (e) Last filed income tax return.
  - (f) Profit and Loss Accounts, Printed Balance Sheet/Annual Report as may be applicable for the last completed financial year duly certified by the Chartered Accountant or any other authority approved for this purpose in case of the running experience of the tendered and for the experience in earlier **10 (ten)** preceeding years, the documents relevant to the experience of the tenderer for the period should be submitted. The abridged versions of the requisite documents will not be acceptable.  
  
In case of Registered Company, Annual Report is to be submitted.
  - (g) Assessment Order for last completed assessment. In case no assessment is completed an **AFFIDAVIT** to this effect should be furnished along with assessment order for the preceeding year.
  - (h) Attested copies of Memorandum and Articles of Association in case of Registered Companies/Firm/Co-operative societies.
  - (i) By laws in case of cooperative societies.
  - (j) Any other relevant information / document which tenderer(s) may consider appropriate including their expertise and experience in the areas other than for which tenders invited by AAI.
  - (k) Details of experience and turnover of the tenderer for which tenderer(s) intend to participate along with supported authenticated documents. **Credential certificate** issued by the authorities at the place of contracts or clients or bankers in favour of tenderer(s).
  - (l) **Solvency Certificate from a Nationalized/Schedule Bank** equal to an amount of 6 months of licence fee payable to AAI as per specimen enclosed.

4. It may be clearly noted that in case tender submitted by a tenderer not accompanied by all or any documents stated at **(a) to (l) of Para 3**, such tender(s) will be rejected by the authority out-rightly.
5. Envelop 'B', which shall be opened after scrutiny of the basic documents of Envelop 'A', shall contain 'form of Tender' indicating financial bid to be quoted by the tender and on other documents.
6. 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).
7. Tenderer should clearly indicate the name & address of their Firm/Company/ Individual, as the case may be, on both the Envelop 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 Rs. 3, 15,625/-** 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 receipt of the award Letter.
  - (b) Payment of advance licence fee for one month within **15 days** from the receipt of the award letter:
  - (c) Payment of Security Deposit equal to **Six (06) months** of licence fee payable during the last year for the contract after application of usual **10% compound escalation** on the quoted licence fee in the form of Fix Deposit Receipts (FDR)/Bank Guarantee of a Nationalized/ Scheduled Bank **at Jaipur Branch** in favour of Airports Authority of India, Civil Airport Jaipur for entire period of contract within **15 days** from the date of award letter.
  - (d) In case the amount of Security Deposit is more than **Rs.15.00 lacs**, Bank Guarantee, for the similar amount as given in Para © above can be furnished, which should be valid for the entire period of the **contract plus 06 months** overlapping period, in lieu of Fix Deposit Receipt, shall be accepted of a Nationalized/Schedule Bank **at Jaipur Branch** in favour of Airports Authority of India, Civil Airport, Jaipur within **15 days** from date of award of the licence. No Bank Guarantee shall be accepted from any of the Co-operative Bank irrespective of the fact whether such a bank is listed in the second schedule of the **RBI Act, 1934** or not; and.
  - (e) Execution of the Agreement within **15 days** from the receipt of the award letter.
  - (f) Commencement of the facility within **30 days** from the receipt of the award letter.
  - (g) No gestation time is permitted.
  - (h) Mandatory clearance from the B.C.A.S.(Government of India) is required to be submitted within **three (3) months** from the commencement of the licence.

9. Tender will remain valid for a period of **180 days** from the date of opening the Financial Bid in Envelop 'B'. 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 with the consent of AAI.
10. The successful bidder 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. 08, 10 and 11** above by the successful tenderer (s) would render him/them liable to be expssuged removed from AAI as a licensee/contractor and shall be debarred from participating in any tender papers for the commercial contracts for a period of **3 (Three) years**.
13. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).
14. 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.
15. 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.

Date:

The Airport Director,  
Airports Authority of India,  
Civil Airport,  
Jaipur, Rajasthan.

Sub: ACCEPTANCE OF AAI'S TENDER CONDITIONS-AIRPORT ENTRY TICKET  
(Terminal-1 and II) AT CIVIL AIRPORT JAIPUR.

Sir,

The tender documents for the facility have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected and read the entire terms and conditions of the tender documents.

I/we hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above facility.

It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional enhancement on quoted rates if any) in the tender enclosed in "Envelope B" and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening "Envelope B". I/we agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

The required earnest money deposit for this facility is enclose herewith.

Thanking you

Yours faithfully

Name:

Date:

Address:

**Place:**

**Tender Document No. *AAI/JP/Comml/Entry Ticket/2010(07)/***

**Name of the Agency: *M/S***\_\_\_\_\_

**AIRPORTS AUTHORITY OF INDIA  
CIVIL AIRPORT JAIPUR-302011 (RAJ.)  
FORM OF TENDER**

1. Tender for : **Airport Entry Ticket Licence**
2. Period of licence. : **05 (Five) years.**
3. Minimum Reserved Licence. : **Rs. 3, 82,808/- P.M.**  
Fee (per month) [in words & figure] (Rs. Three Lacs Eighty Two Thousand Eight Hundred Eight Only) Per Month + Service Tax
4. Name & Address of the tenderer : \_\_\_\_\_  
(In block letters) \_\_\_\_\_
5. Status of the tenderer (Proprietorship/ : \_\_\_\_\_  
Partnership/Limited Company) \_\_\_\_\_
6. Name of proprietor, partner/ : \_\_\_\_\_  
Managing Director as the case May be, to be : \_\_\_\_\_  
indicated.
7. Offer of the licence fee per month for : Rs. \_\_\_\_\_ P.M. + ST  
the first year. Beyond one year period of licence, In words \_\_\_\_\_  
the amount of quoted licence fee shall be : \_\_\_\_\_  
compounded by **10%** escalation every year.
8. Permanent Account No. (**PAN**) : \_\_\_\_\_  
Issued by Income Tax Deptt.
9. 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 **Rs. 3, 15,625/- (Rs. Three Lacs Fifteen Thousand Six Hundred Twenty Five Only)** 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.
  - (b) On account of non-acceptance of award or on account of non- completion of tender conditions within the prescribed time. I/We shall be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of **three years**.
  - (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.
10. AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
11. 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 \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

Tel No. (Office) \_\_\_\_\_

Tel No. (Residence) \_\_\_\_\_

Fax No. \_\_\_\_\_

Witness: -

1. SIGNATURE WITH DATE AND NAME AND ADDRESS \_\_\_\_\_

2. SIGNATURE WITH DATE AND NAME AND ADDRESS \_\_\_\_\_

**LICENCE AGREEMENT**

**Subject: Management of Airport Entry Ticket**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ between the Airports Authority of India, a body corporate constituted by 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 Civil Airport, Jaipur represented by 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 licence at International Airport, Jaipur for the purpose of **operation of Airport Entry Ticket Facility** 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 licence for the said facility shall be valid for the period of **05 (Five) years** from \_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier on account of following:
  - (a) By giving **180 (One Hundred Eighty) days** notice in writing by licensee after elapse of half of the contract period without assigning any reason.
  - (b) (i) Terminated by AAI on Immediate notice on account of unsatisfactory performance.  
(ii) Terminated by AAI by giving 30(thirty) days notice in writing without assigning any reason.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of licence fee on or before **10<sup>th</sup> day of English** calendar month as under:

<b><u>Years.</u></b>	<b><u>Amount p.m.</u></b>
First Year (w.e.f DD/MM/YYYY to DD/MM/YYYY )	Rs..... Rupees _____
Second Year (w.e.f DD/MM/YYYY to DD/MM/YYYY )	Rs..... Rupees _____

Third Year  
(w.e.f DD/MM/YYYY to  
DD/MM/YYYY )

Rs.....  
Rupees \_\_\_\_\_

Forth Year  
(w.e.f DD/MM/YYYY to  
DD/MM/YYYY )

Rs.....  
Rupees \_\_\_\_\_

Fifth Year  
(w.e.f DD/MM/YYYY to  
DD/MM/YYYY )

Rs.....  
Rupees \_\_\_\_\_

3. That in addition to the above said licence fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the 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 disconnect 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 liable on the Licensee as per applicable of 'Law's of the Government of India and of Rajasthan State Government.
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 @ **18% per annum** be 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 **Six (06) months of final year's** licence fee after application of **usual 10% compounded escalation** as Security Deposit in the form of Bank Fixed Deposit Receipts (FDR's) / Bank Guarantee from a Nationalized/Scheduled Bank **at Jaipur Branch** in favour of AAI, Jaipur Airport for the entire period of contract. 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 expiry or earlier termination of the licence the Authority shall return the Security Deposit or part thereof which has not been forfeited, to him, without interest.

- 7 (a) In case the amount of security deposit is more than **Rs.15.00 lacs** Bank Guarantee in lieu of fixed deposit receipt shall be accepted. Security Deposit in the form of Bank Guarantee is to be issued by a Nationalized/Scheduled Bank at Jaipur Branch. It is clarified that no Bank Guarantee shall be accepted from any of the Co-operative Bank irrespective of the fact whether such a bank is listed in the Second Schedule of **RBI Act,1934** or not.
8. That the licensee shall equip him self with necessary permits, licences 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.
9. 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.
10. 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.
11. 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.
12. The authority shall have right to impose penalties on violation of terms and conditions of agreement as per directions issued time to time by RHQ/CHQ.
13. That the authority reserves to itself the right to change the location of the premises at any time at its discretion and may call upon the Licensee to vacate the site
14. 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 at the Airport and for no other purpose(s).
15. The Licensee shall not erect any advertisement or signboards.
16. The Licensee shall not terminate the licence before the expiry of the period of the licence except by giving **180 days** notice in writing, only after elapse of half of the contract / licence period 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 **30 days** notice in writing without assigning any reason thereto at any time during the license period.
17. In the case, a licensee is found to be a frequent defaulter in regular payment of dues of AAI and ultimately failed to recoup the security deposits and make the payment of outstanding dues towards license fee, electricity charges and interest on delayed payment if any, up to the date of termination of the contract by AAI/licensee,

Authority shall have the right to debar such licensee from participating in future tenders in the Authority for a **period of three years**. Further the payments delayed will also be liable for interest as applicable, in terms of the Agreement.

18. The successful tenderer must necessarily operate the contract for minimum **50%** of the contract period, failing which the licensee/lessee may be debarred from participating in any tender in AAI for a period of **three years**.
19. In addition to Licence fee /contract value licensee is liable to pay necessary service tax subject to the notifications of Finance Act 1994 and as amended by Act no 21 of 2006 and service tax (Determination of value) **Rules 2006** and all amendments, clarifications etc. Issued by Director General of Service tax, Govt. of India will be applicable.
20. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licence in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to terminate the licence forthwith and assume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the licensee for due performance of Agreement.
21. In case of any dispute where legal action is compelled to be initiated by either of the party, only the Court of Jaipur (Rajasthan) shall have Jurisdiction to decide the disputes between the parties.
22. It should be ensured that the staff employed by the Licensee wear neat and clean uniform and also display name badges. The employee should be well behaved.
23. (i) That Licensee shall operate the subject facility by charging the rate from users as per point No. 4. of special terms and conditions of this NIT. Licensee shall exhibit the said approved charges at conspicuous place(s) inside/around the licensed premises.  
(ii) If the rate at any stage of time during the currency of contract changes AAI reserves the right to itself to enhance the licence fee with respect to additional revenue (excluding Service Tax and other statutory charges) arising on account of enhancement of entry rates and/or other conditions.
24. The licensee will be aware of all emergency situation and suitable action required from him during the emergency. He will ensure that no harm is done to environment during operational times and shall ensure commitment towards airport **IMS policy**. He shall also comply with all applicable **EHS and other legal requirements**.
25. The period of licensee shall remain **Five (05) years** with the condition that in case of **privatization/leasing out** of the airport under reference, the unexpired period of licence agreement of \_\_\_\_\_ (the concerned licence) shall be honoured by the prospective lessee/operators of such Airport instead of termination by giving a short notice.
26. That the Licensee shall deposit in cash/cheque Rs. 15000/- (Rupees Fifteen thousand only) as Security Deposit towards Electricity Charges.

27. That the Licensee shall maintain such regular and proper account books alongwith 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.
28. Authority reserves to itself the right to integrate operation in either of the Terminal and / or stop operation from either of the Terminal. In such eventualities the Authority further reserves to itself the right to cease and reserve full / part of the earmarked premises without any compensation / rebate to the licensee.
29. Authority reserves to itself to restrict / limit the number of visitors in General concourse at any stage of time for small duration due to operational / security requirements without any compensation / rebate to the licensee.
30. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions found in Annexure 'X' and Special Terms & Conditions found in Annexure 'Y' annexed hereto. The award letter No. \_\_\_\_\_ Dated \_\_\_\_\_ shall also form part and parcel of the agreement.

SIGNED BY SHRI \_\_\_\_\_, AIRPORT DIRECTOR, AND AIRPORTS AUTHORITY OF INDIA, CIVIL AIRPORT JAIPUR FOR AND ON BEHALF OF THE AIRPORTS AUTHORITY OF INDIA, IN THE PRESENCE OF:

WITNESS:

Date:

1. Signature: **Airport Director**  
Name & Address: **AAI, Jaipur.**
2. Signature:  
Name & Address:

SIGNED BY SHRI \_\_\_\_\_ FOR AND ON BEHALF OF  
\_\_\_\_\_ IN THE PRESENCE OF:

WITNESS:

Date:

1. Signature: **Signature of Licensee**  
Name & Address: **Name & Address:**
2. Signature:  
Name & Address:

**SCHEDULE OF PREMISES.**

- 1. Location : Terminal -I  
Terminal -II**
- 2. Purpose : Operating of Airport Entry Ticket Facility**
- 3. Space : Terminal-I 11.5 sq.mtr. (Approx)  
Terminal-II 7.5 Sq.mts. (Approx)**

**STANDARD HEALTH CLAUSES.**

1. The said plot and buildings, structures and installations erected thereon by the license shall be kept in clean and sanitary conditions of the satisfaction of the Airport Director Airports Authority, of India Jaipur Airport, of any officer appointed by him in this behalf.
2. The Airport health officer or persons authorized by him may, without notice enter the premises any time and inspect the premises, materials, instruments and implements etc. used by license.
3. All instructions given by the Airport Health officer or any person authorized by him, in the maintenance of public health of the Airport including sanitation control and prevention of infects diseases, control and prevention of nuisance from insects rodents or may any other source, shall be carried out by the licensee and his agents and servants.
4. The licensee shall notify to the Airport Health Officer if any person working under him is suffering or suspected to be suffering or convalescing from any infections disease. The Airport Health officer may medically inspect the sick person on any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
5. 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 material or things placed in 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.
6. The licensee, his agents and servants shall not abuse the water sources and drainage facilities provided in the Airport area so as to create nuisance of in sanitary situation prejudicial to public health.
7. In the event of any default, failure, negligence or breach, in the opinion of the Authority, on the part of licensee is complying with either of these conditions specified in foregoing sub clause 1 to 6 authority will be entitled and be at liberty to terminate the licence forthwith and assume possession of the premises without payment of any compensation or damages and forfeit in full or part the amount deposited by the licensee for the due performance of the licence.

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**Signature of licensee.**

## 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 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.
  - (i)The period of notice given under this Agreement will count from the date of delivery (Receipt of notice by either side).
4. Subject as herein before otherwise provided, all notice 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 charges.
5. 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 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 Rs. 500/- per day for each default upped 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.
10. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age residence, and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
- 11.(a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the licensed premises) of minimum of 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) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed premises.
12. The licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to 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.
15. 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.
  16. In the case of such breach of the terms of this licence as minor offences and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee 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.
  17. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
  18. 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 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 price charged are unreasonable or exorbitant and there upon the Licensee shall sell only at the price so fixed by the Authority and he/she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
  19. 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.
  20. The Licensee shall not stock, sell, display, exhibit, for sale any books, magazine, newspaper 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.

21. 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.
22. 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 licence 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.
23. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws / Rules / regulations / Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event for Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission the sale of additional item.
24. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
25. The Authority do not recognize any Association of the Trades 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.
26. On expiry of the licence 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 at the cost & risk of the licensee and demand payment for such removal. If such payment is not made within ten days authority shall be at liberty to dispose off the goods/materials of the licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
27. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.
28. The provision of the public premises (Eviction of Unauthorized Occupants) **Act, 1971** and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.
29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of unauthorized Occupants] Act and the rules framed there under which are now enforce or which may hereafter come into force are applicable), shall be referred to the sole arbitration of a persons 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 Act, 1996** shall be applicable.

It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the award 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 **Jaipur (Rajasthan)**

**(SIGNATURE OF LICENSEE)**

## **FORM OF BANK GUARANTEE**

*(To be executed on Non-judicial stamp paper of Rs.100/-by the successful tendered)*

WHEREAS by a licence Agreement dated \_\_\_\_\_ made between AIRPORT AUTHORITY OF INDIA ,THE Licensor (hereinafter called “the AUTHORITY) of the one part and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as “the Licensor”) of the part, the Authority has granted to the Licensee the licence for operating the \_\_\_\_\_ and the Licence Fee and Royalty and other charges and for the due and performance of the covenants and conditions as started or contained in the said Licence Agreement.

1. Now therefore in consideration of the promises aforesaid 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 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 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: 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 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 or consent and knowledge.
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 Licensee Agreement made between the Authority and the Licensee and or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Licensee Agreement without our consent and knowledge.
4. This guarantee shall be a continuing guarantee and binding on us and our successors and assigns and shall not be discharge or affected by any change in the constitution of \_\_\_\_\_ or that of the Licensee or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations as in force in India.
6. This Guarantee shall be valid \_\_\_\_\_ and you have the right to encash this Guarantee up to \_\_\_\_\_ from the said date.

**NOTWITHSTANDING anything herein:**

I Our liability under this Guarantee shall be limited to a sum of \_\_\_\_\_ during the currency of the licensees up to 05 years, 6 months.

II This bank Guarantee shall be valid up to \_\_\_\_\_ and you have the right to encash this guarantee up to 180 days from the said date.

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

For \_\_\_\_\_ Bank  
\_\_\_\_\_ Branch

**SENIOR MANAGER**

**Dated:**

**Place:**

**Witnesses:**

**Name, Signature & Address:**

\_\_\_\_\_ BANK  
H.O. \_\_\_\_\_  
\_\_\_\_\_ BRANCH

To  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: Capability / Solvency Certificate**

M/s \_\_\_\_\_

This is to certify that in our opinion and to the best of our knowledge and information available on the records of the Bank as on \_\_\_\_\_, M/s \_\_\_\_\_ a firm/Private Ltd. Co., carrying on business at \_\_\_\_\_ with Shri \_\_\_\_\_ as Proprietor/ Partners/ Directors \_\_\_\_\_ is capable of undertaking contract works to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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This certificate is issued without any guarantee or responsibility or commitment on the part of the Bank or any of its officers/ employees.

**For \_\_\_\_\_ Bank**  
**\_\_\_\_\_ Branch**  
**SENIOR MANAGER**

- Note:** 1. Here give the name of the person to whom the Certificate is to be addressed  
2. Here furnish the name of our client.

**SPECIAL TERMS AND CONDITIONS**

1. The licensee shall not create a sub contract of any description with regard to this licence or any part thereof and / or assign or transfer this licence to another person/firm.
2. The successful tenderer(s) shall operate the facility for round the clock basis and no closure timings shall be permitted for the service.
3. The bidders shall physically verify and satisfy themselves about the condition of the premises as available in the tender form. They shall furnish the quoting on their own wisdom. No representations/claims in this regard will be entertained after taking over the premises.
4. Visitors to the Airport requiring to gain entry into the Visitors Concourse of the Terminal Building can be charged the following rates as entry fee which is valid for 3 hours only:-

<b>Area</b>	<b>Rate (For 3 Hours-Inclusive of ST) to be collected from the users.</b>
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<b>Rate for Visitor's concourse in International T. Building -</b>	<b>Rs. 60/- per person</b>
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<b>Rate for Visitor's concourse in Domestic T. Building -</b>	<b>Rs. 30/- per person</b>
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<b>Integrated Terminal Building</b>	<b>- Rs. 45/- per person</b>
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5. If the above rates are revised by AAI during the period of contract, the Licensee shall pay increase in Licence fee proportionately as decided by AAI. The Licensee shall furnish his unequivocal acceptance for the same.
6. The successful bidder shall set up the ticket both matching with the aesthetic design of the Airport at his own cost.
7. In case the Authority orders in writing, for stoppage of the sale of Airport Admission tickets due to security reason, "proportionate reduction in the monthly Licence fee will be allowed provided such a ban exceeds continuously for 72 hours".
8. Children upto 3 years exempted from payment of Airport Admission Ticket.
9. All authorized air passengers holding valid air tickets and persons holding valid entry permit issued by the competent authority of AAI/BCAS shall be permitted free entry. Children upto 5 years, Diplomats, MPs and MLAs of State and their staff are exempted from the payment of Airport Entry fee. Similarly organized students visits, concessional tickets will be issued as per AAI policy. The Authority shall not pay any compensation to the Licensee for authorized free entry concessional tickets.
10. Licensee shall sell the "**Printed Tickets**" as approved by Airport In-charge. The cost of the printing will be borne by the Licensee. The Licensee shall not display any advertisement on the tickets or its overleaf without the specific approval of the authority.
11. The Ticketing Counters at the said premises shall be used by you only for the purpose of providing the said facility and for no other purpose what-so-ever. No advertisements should be displayed by the Licensee in the ticketing Counter.
12. Authority will not share any revenue collected by issuance of Commercial passes/seasonal tickets form various agencies.