भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

DIMAPUR AIRPORT, DIMAPUR-797115

COST OF DOCUMENTS- : ₹ 1,000/-

TENDER DOCUMENT No: AAI/DIMAPUR/COMML (PRE-PAID)/ _____

Sub: Prepaid Taxi Service Contract at DIMAPUR Airport, DIMAPUR.

TENDER SET COMPRISES:

SL. NO	PARTICULARS	NO. OF PAGES
1	NOTICE INITING TENDER	02 Sheets
2	GENERAL INFORMATION & GUIDELINES	04 Sheets
3	FORM OF TENDER	02 Sheets
4	LICENSE AGREEMENT	04 Sheets
5	SHEEDULED OF PREMISES	01 Sheet
6	GENERAL TERMS & CONDITIONS	06 Sheets
7	SPECIMAN COPY OF ACCEPTANCE OF TENDER	01 Sheet

(SIGNATURE OF ISSUING AUTHORITY)

Issued to :

_____

_____

Issued on :

_____

Note: - The complete set of tender document is to be submitted duly filled and signed on each page by the tenderer. The License agreement page not to be filled.

NOTICE INVITING TENDER

Tender in prescribed form duly sealed are hereby invited for granting license for the following:-

Sl. No.	Name of Facility& Location	Space in area	EMD in Rupees	Minimum reserved License Fee	Minimum Royalty charged by AAI for booking or trip
A	Prepaid Taxi service Contract at DIMAPUR Airport, DIMAPUR.	2.9 Sq.Mtr	₹ 10,000	₹ 1100 per month plus Service Tax & Other levies as applicable.	₹ 5 for Auto & ₹ 20 for Taxi/Car (plus Service Tax)

1. * The licence fee is compoundable by 10% per annum.

2. **Period of License shall be 02(two) Years.**

3. The parties fulfilling the following criteria are eligible to participate in the tender:-
   a) Recognized/Registered Taxi Unions/Associations are eligible to participate in the tender.
   b) The parties having same type of business at least 01 year are eligible for participation.

4. 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.

5. Tender documents indicating full details of the licence are available on non-refundable payment of ₹ 1000 (inclusive of all taxes/levies as applicable) on any working day between 10.00 hrs. to 1700 hrs. w.e.f. **28/07/15 to 17/08/15** in the Office of Airport Director, AAI, DIMAPUR Airport-797115. In case of the tender documents being downloaded from AAI Website www.airportsindia.org.in/ www.aai.aero, the tender fee in the form of Demand Draft in favour of Airports Authority of India payable at DIMAPUR should be deposited in the O/O the Airport Director, AAI, DIMAPUR Airport on or before the date of tender opening.

6. Tender Documents duly completed in all respect should reach the O/o the Airport Director, AAI, DIMAPUR Airport-797115 latest by **18/08/15** upto 1500 hrs. either by registered post, or by persons. The Technical Bids of the tenderers shall be opened on **18/08/15** at 1530 hrs in the presence of interested tenderers or their authorized representatives. The date of opening of the Financial Bid shall be intimated separately in due course.

7. AAI reserves to itself the right to reject the conditional tender without assigning any reason thereto.

8. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other details or information from any of the tenderer(s).

Airport Director,
DIMAPUR Airport

GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.

2. 'Technical Bid' must be sealed in Envelope 'A' and 'Financial Bid' in Envelope 'B' and both the Envelopes are to be sealed in 'Master Envelope'.

3. **Envelope 'A'**, which shall be opened first, shall contain the basic documents specified as under:

a) Self attested copies of the PAN card,
b) Earnest Money Deposit of ₹ 10,000 should be in the form of Pay Order/ Demand Draft in favour of AAI, DIMAPUR Airport.
c) Form of unconditional acceptance duly signed.
d) Copies of document required (one year experience in the relevant field)

Important: AAI reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind AAI to accept the documents as valid for opening of financial bid.

4. Envelope 'B' (Financial Bid)

a) Envelop 'B' should contain only the Financial Bid in the approved form.
b) Offers below MRLF will not be considered for award.
c) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
d) In case of discrepancy between the amount offered in figures and words, the offer written in words only be considered.

5. a) A sole proprietor having concerns under different names will be considered as a single legal entity. PAN CARD will determine the single entity criteria hence will be the basis for decision.

b) In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners than all these firms will be considered as single entity. The principle of implied agency of partner as per the partnership act of India has been taken as the guiding principle. Since the provisions are different in tax laws hence different PAN CARD will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contract in AAI.

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

d) In case a Foreign company and its Wholly owned Indian subsidiary (WOS) Company are participating in the same tender than 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. Tender(s) should clearly indicate the name & address of their Firm/Company/Individual, as the case may be, on both the Envelopes and Master 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 one year, on account of non-completion of the following:
   a) Acceptance of the offer within 10(ten) days from the date of issue of award letter;
   b) Payment of advance license fee for one month within 15th (fifteen) days from the receipt of the award letter.
   c) (i) Payment of Security Deposit of ₹ **20,000** in the form of Demand Draft/Pay order of a Scheduled /Nationalized Banks in absolute favour of Airports Authority of India payable at DIMAPUR within 15 (fifteen) days for the license from the award of License. No interest is payable on Security deposit.

d) Execution of the Agreement before commencement of the business;

e) A maximum of 3**0(thirty)** days of gestation period or actual commencement of commercial operation whichever is earlier will be allowed.

8. Tender (s) will remain valid for a period of 180 days from the date of opening of the Financial Bid in Envelope '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(s) with the consent AAI.
9. The tender (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 stated above by the successful tenderer(s) shall be dealt accordingly:
    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 EMD received will be forfeited. The party will also be debarred from participating in any tender of AAI for a period of 01 year.
    b) If any contract is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.

c) If any stage, AAI finds that the party had submitted any false/wrong/concealment of information/documents affecting criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for 03 years for participation in AAI tenders.
d) If the party does not operate the license upto 50% of the contract period than the party is liable to debarred for next one year.

12. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).

13. 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.
14. AAI reserves right to reject any or all tender(s) in part or in full including the highest bid without assigning any reason.

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

AIRPORTS AUTHORITY OF INDIA

FORM OF TENDER

(TO BE KEPT IN ENVELOPE 'B')

1. Tender for : Airport Pre-paid Taxi Service Contract at DIMAPUR Airport.

2. Period of License: : **02(two) years.**

3. (i) Minimum Royalty charged by AAI : ₹ **5 (five)**for Auto & ₹ **20(twenty)** per booking for Taxi/Car(+S/Tax)

(ii) Minimum Reserved License Fee (per month) (in words & figure] : ₹ **1100 per month(+ S/Tax)**
[₹ One thousand one hundred]

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

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

6.Name of proprietor, partners/ Managing Director/President/ Secretary of Union or Association as the case may be to be indicated. : _____
:_____

7(i) The tenderer shall be required to quote the amount per trip which they shall share with AAI above the minimum royalty amount fixed by AAI per trip. :_____

(ii)Offer of the license fee per month for the first year. Beyond one-year period the amount of quoted license fee shall be compound by 10% every year. : ₹
(₹ _____
_____)
(in words and figures)

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

a) Earnest Money Deposit of ₹ **10,000** is liable to be forfeited by AAI, if on award of licence, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within the prescribed time.
b) On account of non-acceptance of award or on account of non completion of tender conditions within the prescribed time. I/We shall be debarred by AAI for further participation in the tenders at its airports or at any other place under the control of AAI, for a period of one year.

c) In case the documents submitted by my/our firm along with tender are found inadequate/false/incorrect, the tender of my/our firm will liable to reject without assigning any reasons. In addition, AAI reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further tender of AAI.

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

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

Signature of the Tenderer ----------

Name ----------

Status ----------

Address ----------

Telephone ---------- (O)

---------- (R)

Witness :

1) _____

2) _____

LICENSE AGREEMENT

SUB: License for Airport Pre-paid Taxi Service Contract.

THIS AGREEMENT made this _____ day of _____ of Two Thousand _____ between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act (Act. No. 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 03 and offices at all the Airports in India represented by Airport Director, AAI, DIMAPUR Airport hereinafter called the 'Authority' (which terms shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by
the Chairman in this behalf, and shall also include its successors and assigns) of the one part, and _____represented by _____of the other part, hereinafter called the ' Licensee' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to grant license at its DIMAPUR Airport for the purpose of _____ so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter 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 02 (two) 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 unsatisfactory performance.

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

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

(a)

Years	Amount of Monthly License Fee*
Every month in the 1st year	
Every month in the 2nd year	

* Plus Service Tax etc. applicable as per rules and law from time to time

(b) **That licensee shall operate the subject facility paying service charges to the Airports Authority @ ₹ ___ per Auto trip (Plus Service Tax) and @ ₹ ____ per Taxi/Car (plus Service Tax) per trip four wheeler vehicle.**

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 disconnection.

4. That the Licensee shall pay all rates, assessments, out goings and other taxes including Service Tax 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 Bank. 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 ₹ **20,000/-** (₹ Twenty thousand) as Security Deposit in the form of Demand Draft/Pay order from a Scheduled /Nationalized Banks in favour of Airports Authority of India payable at DIMAPUR. 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 are entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

8. That the licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

9. That the licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The licensee shall provide to the Authority, if so required by the authority, Statements of audited accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

10. That the licensee shall have no right to object as and when the authority decides to grant additional license for similar facility at the airport premises where the Licensee is rendering such services.

11. That Authority shall provide bare space for the subject 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.

12. 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.

13. 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.

14. 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.

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

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

17.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.

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

19. The Authority and the licensee further agree that they are bound by the General Terms & Conditions found in Annexure -I annexed hereto.

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

WITNESS:
1.

2.

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

WITNESS:

1.

2.

SCHEDULE OF PREMISES

1. Space measuring : 2.9 Square meters

2. Location at : Terminal Building, DIMAPUR Airport,

3. Purpose : Airport Pre-paid Taxi Service Contract.

Annexure-(I)

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 who should invariably acknowledge the notice.

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

4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director 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 licence or any part thereof, nor shall be without such written consent as aforesaid , assign or transfer his licence or any part thereof.
b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.

6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.

7.

a) The Licensee shall Indemnify the Authority from/ against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
b) The Authority shall not be responsible in any way for loss or damage by any means causes to the Licensee's stock or property.

8.The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspections 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 ₹ 1000 per day and can take other actions including termination of the licence.

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

a) The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, instruments and implements etc. used by the Licensee.
b) All the instructions given by the Airport Health Officer/medical Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by them and his agent and servants.
c) The Licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
d) The Licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order 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 in sanitary 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 (a) to (e), the Authority will be entitled and be at liberty to determine the Licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.

10. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the authority and shall confirm to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

11.

a) The Licensee would be required to install adequate number (as may be decided by Fire Officer/any authorized officer of AAI depending upon the area of the premise) 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) License shall not use a naked light or cause or permit any such light to be used in the licensed premises.

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

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

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.
b) The Licensee agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.
c) The Licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the authority all policies in respect thereof and the receipts from time to time for current premium.

15.In the case of such breach of the terms of this licence as minor offenses and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee 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 retails prices/fair prices fixed by the manufacturers or Government or any other local authority which ever is lower or controlled price in such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and there upon the Licensee shall sell only at the price so fixed by the Authority and he /she shall also be liable to refund to any customer any amount in excess paid by such customer for nay articles in excess of the price so fixed.

18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the publication Division of Government of India and /or Tourism Department of the Central Government or of the state Government within whose jurisdiction the Airport is situated on such terms & conditions as may be fixed by the said Publications Division or said Tourist Department.

19. The Licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the Licensee shall immediately remove such book, journal or articles from premises, if as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.

20.The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority.

21. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event However, rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as 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 negotiation/ bargain necessary with regard to the clarification of the terms & Conditions of the Licence or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/ bargaining will be entertained.

25. On expiry of the license period or on termination of the licence by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner alongwith 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 Licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/ Building (s)/ land/garden/tank/premises to or in favor of the licensee but shall be construed to be only as licence in terms & Conditions herein contained.

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

28. 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, in the first instance, be referred to a Dispute Resolution Committee(DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to sole arbitration of a person to be appointed by the Chairman/ Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the Appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

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

(*SIGNATURE OF LICENSEE*)

THIS FORM TO BE FILLED BY THE TENDERER
AND SHALL BE PUT IN ENVELOPE 'A'

Details of license, if any, held at any airport in North Eastern Region (All airports in Assam, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, Mizoram & Tripura) in his own name or in name of spouse, children, parents, grand children, brothers, sisters or nay other near relative or in the name of his firm(s).

a) Nature of license (s) :
_____
Contract(s) held

b) Place of license(s)
:_____

c) Period of license(s)
:_____

Contract(s)
:_____

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

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

SIGNATURE OF TENDERER

Note :

1. In case of NIL report the Performa must be filled with NIL report and submitted duly signed.

2. The additional sheet may be added if the above space is found inadequate.

DUPLICATE COPY TO BE SUBMITTED IN ENVELOPE NO. A

ACCEPTANCE LETTER
(TO BE SUBMITTED IN ENVELOPE-A)
Refer Clause 8 of Notice Inviting Tender

To,
The Airport Director
Airports Authority of India,
DIMAPUR Airport – DIMAPUR.

Sub:- **ACCEPTANCE OF AAI'S TENDER CONDITIONS**

Sir,

1. The tender documents for the Facility _____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 conditional of the tender documents made available to me/us. Which shall from 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 the clause 8 of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that AAI reserves the right to reject the conditional tender 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 office of AAI asks for bribe/gratification, I/We will immediately report it to the appropriate authority of AAI.

5. The required earnest money for this facility is enclosed herewith.

Yours faithfully,

Dated:

(Signature of the Tenderer)
With rubber stamp