

**CHEDDI JAGAN INTERNATIONAL AIRPORT
CORPORATION**

Expression of Interest (EoI)

Selection

Of a

CONCESSIONAIRE

for the

OPERATION

OF AN

ARRIVALS DUTY FREE CONCESSION

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PART 1

GENERAL TERMS

1. DEFINITIONS

In this Invitation Expression of Interest, unless a contrary intention is apparent:

- 1.1 **The Corporation** means the **Cheddi Jagan International Airport Corporation (CJIAC)** and shall include the administrators and assigns as specified in Section 3.
- 1.2 **Interested Concessionaire** or **Concessionaire** means a person or organization who submits an EOI.
- 1.3 **Site Visit** means a visit to the Airport Building (the details of which are specified in Sections 4 and 6 and will be held by and the Corporation to provide clarification on the EoI.
- 1.4 **Expression of Interest (EoI)** means a document lodged by an interested Concessionaire in response to this invitation containing a proposal to operate a Duty Free Shop in the Arrivals Terminal of the Cheddi Jagan International Airport.
- 1.5 **Expression of Interest (EoI) Process** means the process commenced by the issuing of an Invitation for EoIs and concluding upon formal announcement by the Corporation of the selection of a successful Concessionaire.
- 1.6 **Qualification Criteria** means those criteria set out in Section 15 of the EoI.

2. GOALS OF THIS EXPRESSION

The objective of this EoI is to solicit proposals from interested Concessionaires for the Operation of a Duty Free Concession at the Cheddi Jagan International Airport. The selected Concessionaire will enter into a contract term with an annual contract review.

3. EoI ISSUING AUTHORITY

This **Expression of Interest (EoI)** is issued by the Cheddi Jagan International Airport Corporation, intended to solicit proposals for the Operation of a Duty Free Concession at the Airport. The Corporation's decision with regard to selecting a Concessionaire through this EoI shall be final and the Corporation reserves the right to reject any or all proposals which do not meet the pre-qualification criteria.

The Concessionaire must get approval from the Guyana Revenue Authority before the concession to operate an Arrivals Duty Free Shop is granted.

Basic Information

#	ITEM	DESCRIPTION
1	Project Title	Operation of a Duty Free Concession at the Airport.
2	Project Initiator Details	
	Organisation	Cheddi Jagan International Airport Corporation
	Contact Person	Dacia Samaroo Commercial Manager Cheddi Jagan International Airport Corporation Tel: 261-2041 Email: dsamaroo@cjairport-gy.com

Contact Person (Alternate)	Andre Kellman Deputy Chief Executive Officer Cheddi Jagan International Airport Corporation Tel: 261-2300 Email: akellman@cjairport-gy.com
Corporation's Contact Details	Cheddi Jagan International Airport Corporation Timehri, East Bank Demerara Tel: 261-2244 Website: www.cjairport-gy.com

4. CALENDAR OF EVENTS, MILESTONES AND TIMELINES

The following table enlists important milestones and timelines for completion of bidding activities.

#	Milestone	Date & Time
1	Release of Expression of Interest	20 th August 2017
2	Site Visit	5 th September, 2017 at 10:00hrs
3	Last date for submission of queries by Interested Concessionaires	19 th September, 2017
4	Last date for submission of EoI response	3 rd October, 2017

5. AVAILABILITY OF EOI DOCUMENTS

EoI can be downloaded from the CJAC website or uplifted from the office of the Commercial Manager. Upon request to the email addresses provided in Section 2, the EoI can be emailed to interested Concessionaires.

The Concessionaires are expected to examine all instructions, forms, terms, project requirements and other details in the EoI documents. Failure to furnish complete information as mentioned in the EoI documents or submission of a proposal not substantially responsive to the EoI documents in every respect will be at the Concessionaires' risk and may result in rejection of a proposal.

6. SITE VISIT

CJIAC will host a site visit at the Airport. The site visit is scheduled as per the schedule given in Section 4. The representatives of the interested Concessionaires may attend the site visit at their own cost. The site visit will provide clarity on the Scope of Works and will include a tour of Arrivals Area of the Airport. It will also provide each Concessionaire with an opportunity to seek clarifications regarding any aspect of the EoI.

7. VENUE AND DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals, in its complete form in all respects as specified in the EoI, must be deposited to the Tender Box located on the Administrative Floor of the Cheddi Jagan International Airport, Timehri, East Bank Demerara, Republic of Guyana, no later than **3rd October, 2017**.

PART 2

SCOPE OF SERVICES

8. DETAILS OF THE OPERATION OF A DUTY FREE CONCESSION IN THE ARRIVALS TERMINAL OF THE AIRPORT

The Corporation is looking for a Concessionaire to operate a Duty Free Concession in the Arrivals Terminal of the Cheddi Jagan International Airport.

The information below provides basic statistics of arriving passengers:

Arriving Passengers Jan. – Dec., 2015 250,012

Arriving Passengers Jan. – Dec., 2016 287,549

Arriving Passengers Jan. – Jun., 2017 130,754

9. SCOPE OF SERVICE

9.1 The Concessionaire will be responsible for the operation of an Arrivals Duty Free Concession only.

9.2 The Concessionaire will be responsible for its own expense and for providing all furniture, equipment and utilities necessary.

9.3 With the exception of structural maintenance to the main areas of the facilities, i.e. the ceiling and external walls, all maintenance of the interior will be done by the Concessionaire.

9.4 The Concessionaire will pay to the Corporation a percentage of the gross revenue or a minimum guarantee, whichever is higher. The minimum guarantee must be specified in the Expression of Interest.

9.5 The Concessionaire will furnish the Corporation with monthly statements of Gross Revenue and and annual Audited Statement of Gross Revenue.

9.6 An annual review of the contract will be done to ensure compliance with its terms, conditions and provisions.

PART 3

BIDDING TERMS

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QUALIFICATION CRITERIA

10. CONDITIONS UNDER WHICH THE EOI IS ISSUED

- 10.1** This EoI is not an offer and is issued with no commitment. CJIAC reserves the right to withdraw the EoI and change or vary any part thereof at any stage for any reason whatsoever. All persons who submit an EoI are deemed to have done so expressly subject to this condition. CJIAC also reserves the right to disqualify any Interested Concessionaire, should it deem it necessary, at any stage and for any reason whatsoever.
- 10.2** CJIAC reserves the right to withdraw this EoI if CJIAC determines that such action is in the best interest of the Corporation.
- 10.3** This Expression of Interested is governed by the laws applying in Guyana. Concessionaires must comply with all relevant laws in preparing and lodging its EoI.
- 10.4** Timing and sequence of events resulting from this EoI are provided in Section 4.
- 10.5** No oral conversations or agreements with any official, agent, or employee of CJIAC shall affect or modify any terms of this EoI and any alleged oral agreement or arrangement made by a Concessionaire with any Department, Agency, Official or employee of CJIAC shall be superseded by the definitive agreement that results from this EoI process.
- 10.6** Neither the Concessionaire nor any of the Concessionaire's representatives shall have any claims whatsoever against CJIAC or any of their respective officials, agents, or employees arising out of, or relating to this EoI or these procedures (other than those arising under a definitive service agreement with the Concessionaire in accordance with the terms thereof).

10.7 Applicants who are found to canvas, influence or attempt to influence in any manner the selection process, including without limitation, by offering bribes or other illegal gratification, shall be liable to immediate disqualification from the process.

10.8 Interested Concessionaires shall bear all costs associated with the preparation and submission of the EoI. The Corporation shall not be responsible or liable for those costs.

10.9 Any questions or requests for further information or clarification of the Invitation (or any other document issued in connection with the EoI) must be submitted to the contact persons provided in Section 3, in writing, preferably by email.

Any communication by an interested Concessionaire to the Corporation will be effective upon receipt by the contact persons as specified in Section 3.

The Corporation restricts the period during which it will accept questions or requests for further information or for clarification as specified in Section 4 and reserves the right not to respond to any question or request, received after the date specified.

10.10 Any complaint about the Invitation or the EoI process must be submitted to the contact persons specified in Section 3 in writing immediately upon the cause of the complaint arising or becoming known to the Registrant. The written complaint statement must set out:

- a)** the basis for the complaint (specifying the issues involved);
- b)** how the subject of the complaint (and the specific issues) affect the person or organization making the complaint;

- c) any relevant background information; and
- d) the outcome desired by the person or organization making the complaint.

10.11 If, after an EoI has been submitted, the Concessionaire becomes aware of an error in the EoI (excluding clerical errors which would have no bearing on the evaluation of the EoI) the Concessionaire must promptly notify the Corporation of such error.

10.12 A Concessionaire who wishes to withdraw an EoI previously submitted by it must immediately notify the Corporation of that fact in writing. Upon receipt of such notification, the Agency will cease to consider that EOI.

11. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each Concessionaire shall be deemed to acknowledge that it has carefully read all sections of this EoI and has fully informed itself as to all existing conditions and limitations.

12. EVALUATION OF EXPRESSION OF INTEREST

The Concessionaire's Proposal in the EoI will be evaluated as per the requirements specified in the EoI adopting the qualification criteria spelt out in this EoI. Interested Concessionaires are required to submit all required documentation in support of the qualification criteria specified.

13. LANGUAGE OF PROPOSALS

The proposal and all correspondence and documents shall be written in English.

14. QUALIFICATION CRITERIA

The invitation for EoI is open to all interested entities that fulfill the qualification criteria as specified below. The CJAC reserves the right to subject the Concessionaires to security reviews and/or to require that they seek a security clearance from the CJAC and/or the Government of Guyana, as may be deemed necessary.

Interested Concessionaires for the Operation of a Duty Free Concession in the Duty Free Concourse should satisfy all of the criteria below:

- 14.1** An interested Concessionaire may be a person, firm or company, or a combination of any of the abovementioned entities, with legal capacity to enter into legal relations.
- 14.2** Concessionaires must provide full and adequate information and documentation of their legal status, place of registration and principal type of business.
- 14.3** No individual, firm or company that is a Concessionaire or a member of or partner in a Concessionaire may be: (i) less than eighteen years old; (ii) of unsound mind or have been so found by a tribunal in Guyana or elsewhere; (iii) an undischarged, bankrupt or insolvent;
- 14.4** Concessionaires, and their management personnel within three years preceding the commencement of procurement proceedings should not be associated with giving false information or a misrepresentation as to their qualification information for the purposes of entering into a procurement contract;

- 14.5** Concessionaires must provide information on the total annual volume of sales in each of the last two years
- 14.6** Concessionaires must provide information on the qualifications and experience of key management and technical personnel proposed for the Contract; with evidence of the capabilities of the technical personnel to manage and support the project.
- 14.7** Concessionaires must provide GRA and NIS compliances.
- 14.8** Concessionaires must provide evidence of its ability to fund the project on its own; or in the event of a joint venture with another Concessionaire, evidence of the agreement between the two parties and evidence of the ability by either or both parties to fund the project. In any case in which not all of the members of a joint venture are providing the funding, the funding members shall provide full evidence of their capacity to do so as well as a commitment in writing to do so.
- 14.9** Concessionaires must state the timeline by which it is capable of commencing operation of the Duty Free Concession.
- 14.10** Each interested Concessionaire shall submit only one EoI, either individually or as a partner in a partnership or syndicate. All EoI involving the Concessionaire who submits more than one EoI (exclusive of subcontractors, or permitted or required alternatives) shall be rejected from participation in the selection process.
- 14.11** **The Concessionaire must get approval from the Guyana Revenue Authority before the concession to operate an Arrivals Duty Free Shop is granted.**

PART 4

CONTRACTUAL TERMS¹

¹Persons submitting EoIs are requested to note that the provisions, terms and conditions set out herein do not constitute the definitive License Agreement, and are merely provisions, terms and conditions the Licensor may see fit to include in the License Agreement. Further, where there is any conflict between any provisions, terms and conditions set out herein, and any in the License Agreement, the provisions, terms and conditions of the License Agreement shall prevail.

ARTICLE I
DEFINITIONS

- 1.1** “**Licensor**” when used herein shall mean the Cheddi Jagan International Airport Corporation and shall include the successors or assigns of the Corporation;
- 1.2** “**Licensee**” or other words relative thereto, or of like import shall mean and include, irrespective of gender or number, the party or parties of the second part as above designated or described, and their or any of their successors or assigns;
- 1.3** The acronym “**CEO**” shall mean the Chief Executive Officer - CJIAC, or such person duly appointed to act on his behalf,
- 1.4** The acronym “**DCEO**” shall mean the person holding the position of the Deputy Chief Executive Officer of the Cheddie Jagan International Airport, Timehri, for the time being;
- 1.5** The acronym “**CJIAC**” shall refer to the Cheddi Jagan International Airport Corporation;
- 1.6** “**Building**” shall mean the assigned physical location at Timehri, Demerara at which the Licensor is located including the Airport's terminal building situated at the Cheddi Jagan International Airport, Timehri.
- 1.7** “**Premises**” and “**Licensed Premises**” shall mean the area of the building over which a license has been granted by the Licensor.

ARTICLE 2
PURPOSE

- 2.1** The said Licensed Premises and any associated equipment shall be used solely for the operation of a **Duty Free Shop** and shall be used for no other business or purpose whatsoever.
- 2.2** The Licensee shall not sub-license or let the premises or any part thereof.

ARTICLE 3
TERM

3.1 LENGTH OF TERM

The License shall be for a period of _____ and shall commence on the _____ and shall remain in force for the full term subject to the respective rights of the parties to this Licensee to terminate this License accordance with the provisions of this Licensee.

3.2 CANCELLATION PRIVILEGE

If by reason of force-majeure, the premises shall at any time during the term hereby granted be destroyed or so damaged as to render the licensed premises unfit for occupancy, this License may thereupon, by notice in writing from either party given to the other party within thirty (30) days, from the date the said licensed premises so become unfit for occupancy be declared terminated from the occurrence of any such event. Provided however, that in the event of such notice being given to the Licensor, pursuant to this clause, the License fee reserved to the Licensor, under this License, shall be due and payable up to the date of removal of the Licensee's chattels from the said premises.

3.3 SURRENDERING OF THE PREMISES

At the expiration or sooner the Licensee shall peaceably surrender and yield to the Licensor the premises in a condition satisfactory to the Licensor. The Licensee shall not be permitted at any time to remove any chattels, goods, supplies, articles, equipment, materials, effects or things from the premises without the written consent of the CEO; and such consent shall not be given unless and until the Licensor has received all outstanding License Fees due to it in full.

The Licensee shall remove all his moveable property as aforesaid from the premises within five (5) days of having settled all License Fees due to the Licensor or such other period of time for removal as approved in writing by the Licensor. Failure by the Licensee to remove its property within five (5) days or such other period as approved in writing by the Licensor will entitle the Licensor to remove the said property for disposal or otherwise and recover the cost of such removal in full from the Licensee.

The failure by the Licensee to remove its property as aforesaid shall entitle the Licensor to consider the property abandoned and to assume possession and control thereof. The Licensee hereby agrees that title to the property shall vest in the Licensor from the date thereof.

The Licensee hereby nominates constitutes and appoints the Licensor its attorney for the limited purpose, namely, of effecting a transfer of title from the Licensee to the Licensor, in such form as is required by applicable law.

3.4 TERMINATION BY NOTICE

Either Party may terminate this License upon the giving of thirty (30) days' notice in writing to the other party or by the Licensee paying to the Licensor one months' license fees in lieu of notice.

3.5 PREMISES REQUIRED FOR CIVIL WORKS

Where at any time during the subsistence of this Agreement, the Licensed Premises are required by the Licensor for the purpose of carrying out civil and/or construction works, the Licensor shall be at liberty to issue the Licensee with seven (7) days' written notice that the Licensed Premises are so required and stipulating a date that the Licensee's use and occupation of the Licensed Premises under this Agreement shall cease, and the Licensee shall cease carrying on operations at the Licensed Premises and cease its use and occupation of the said Licensed Premises, by the date set out in the notice.

3.6 ALTERNATIVE PREMISES

Where the Licensor causes the Licensee to cease its use and occupation under Article 3.1, above, at the time of issuing the notice that the Licensed Premises are required for carrying out civil and/or construction works as aforesaid, the Licensor shall nominate an alternative/temporary site at the Airport that shall be as suitable for the Licensee's operations until such time as permanent premises are available for the Licensee's permanent relocation. The Licensee shall be required to relocate its operations to the alternative site in a timely manner, so as to avoid the undue disruption of the Licensee's business operations, as much as possible.

Where there is dispute over the suitability of any alternative site nominated by the Licensor under this Article, either party will be at liberty to terminate this Agreement, giving 30 days' notice to the other party.

3.7 CONTINUED OPERATIONS

If the Licensee continues to occupy the Licensed Premises after the end of the term of this License and without the execution and delivery of a new License or written renewal or extension of this License, then:

3.7.1 The Licensee will be considered to be occupying the Licensed Premises on a month to month basis at the sufferance of the Licensor on the same terms and conditions of this Licence save and except for term and consideration; and

3.7.2 Fees payable by the Licensee to the Licensor for the use and occupation of the Licensed Premises on the basis set out in 3.2.1 above shall be the monthly fees payable as per the last year of this License with an additional 200% (two hundred per centum) per day until a new License or written renewal or extension of this License is effected unless otherwise agreed by the Licensor.

3.7.3 It is expressly agreed that neither the acceptance of any consideration during such period of continued operations nor the operation of any implied condition, nor any implication of law, shall be construed or shall operate so as to renew this License, and during such period of continued operations, the parties shall be subject to the covenants and conditions herein contained except as to term and consideration.

ARTICLE 4

LICENSE AND FINANCIAL INFORMATION

4.1 LICENCE FEES

The Licensee shall pay during the currency of this License, unto the Licensor, in valid Guyana currency, licence-fees as follows:

Monthly Minimum Guarantee (\$)

Payment shall be at a rate of _____% of the actual gross revenue earned or the minimum guaranteed fee whichever is higher. This amount shall be payable within the first six working days of each new month

The licence-fee shall be increased _____% (percentum) at the commencement of each new calendar year.

4.2 PAYMENT OF FEES

Payment of licence-fees shall be made by the Licensee without prior demand by the Licensor, and delivered to:

**The Cheddi Jagan International Airport Corporation
Cheddi Jagan International Airport
Timehri
East Bank Demerara
Guyana.**

4.3 INTEREST ON SUMS PAYABLE

Without prejudice to any other right of action of the Licensor in the event of default of payment of any sum due, hereunder, in the event that the Licensee is delinquent after any of the days above appointed for paying the monthly fees and or, the amount if any, by which the percentage fees exceeds the minimum fees payable, the Licensee shall pay interest thereon at the rate of 20% (twenty percentum) per annum. The Licensor shall be at liberty to impose a charge of 20% (twenty percentum) per annum on any sum due after it becomes due and payable or any outstanding part thereof for everyday the sum becomes due and payable subject to Clause 4.1. The parties agree that this is a genuine reasoned pre-estimate of the loss and damage the Licensor shall suffer due to the default of the Licensee and not a penalty and the parties shall be estopped from contending the contrary.

4.4 FINANCIAL STATEMENTS

4.4.1 During the currency of this License, the Licensee shall keep, or cause to be kept, records of gross revenue and expenses in respect of each individual activity in accordance with generally accepted accounting principles.

4.4.2 On or before the **6th day** of each month the Licensee shall supply to the Licensor's designated official an itemized **statement of gross revenue** for the proceeding month, signed by an authorised signatory of the Licensee.

4.4.3 An audited yearly report on the Licensee shall be submitted to the Deputy Chief Executive Officer not later than three (3) months after the end of the Licensee financial year.

ARTICLE 5 CONDUCT OF BUSINESS

5.1 SERVICES OFFERED BY THE LICENSEE

The Licensee shall maintain, conduct and operate a high quality service within the area specifically provided for such purposes to the satisfaction of the Deputy Chief Executive Officer. Such services shall be made available at the hours to be determined by the Deputy Chief Executive Officer, provided that such service can be commenced earlier and extended later at the option of the Licensee. The Licensee shall provide a competent staff for operating the services provided for herein and the due observance of the provisions of this License.

5.2 PRICE LIST

Prior to the commencement of this License, the Licensee shall notify the Deputy Chief Executive Officer of the merchandise and the prices they propose to sell in the concession.

5.3 MERCHANDISE

5.3.1 The Licensee shall stock and sell goods and/or merchandise usually sold by a Bar including beer, wine, spirits, soft drinks, juices, water, and snacks to any person departing Guyana.

5.3.2 The Deputy Chief Executive Officer reserves the right to obtain from time to time from the Licensee a complete list of goods and/or merchandise offered for sale.

5.3.3 The Licensee must obtain written approval from the Deputy Chief Executive Officer prior to offering for sale any goods and/or merchandise in addition to those set out in 5.3.1, and approval shall not be unreasonably withheld.

5.4 PRICE AND SERVICES

5.4.1 Prices for all goods and/or merchandise available shall be comparable to the retail prices charged at other such retail shops in the City of Georgetown for similar goods and/or merchandise.

5.4.2 Similarly, the level of service provided, the quality of goods and/or merchandise available and the decor/appearance of the said Licensed Premises must be comparable to similar establishments at other Caribbean International Airports and to the reasonable satisfaction of the Deputy Chief Executive Officer.

5.5 OBJECTIONABLE GOODS

The Licensee shall not by itself or any other person or persons acting for it or with its permission, in, upon or about the said licensed premises, or any part thereof, bring, keep, sell store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may be deemed objectionable by the Chief Executive Officer, for any reason.

5.6 ADVERTISING AND DISPLAYS

5.6.1 The Deputy Chief Executive Officer reserves the right to require the Licensee to remove displays and advertising signs within the said licensed premises that are deemed objectionable, and the Licensee shall conform to the aesthetic standards of the said building and any directives which may be introduced from time to time by the Deputy Chief Executive Officer. No electrical sign of any kind may be installed without the prior approval in writing of the Deputy Chief Executive Officer; such approval should not be unreasonably withheld.

5.6.2 The Licensee shall obtain the written approval of the Deputy Chief Executive Officer in advance, of all signs and similar advertising material, including lettering and other advertising media erected and installed or placed on the exterior of the said licensed premises or within the said licensed premises to the extent that such signs are visible from the outside the said licensed premises and upon the exterior and interior surfaces of all doors and windows. The cost of installing, maintaining, changing and removing all signs shall be borne by the Licensee.

5.6.3 The Licensee may advertise, promote and/or display for sale, within the surface of the said licensed premises, only those goods or services approved directly under this License.

5.7 SERVICE TO DISABLED PERSONS

The Licensee covenants that the Licensee shall at all times accommodate the needs of disabled customers and without restricting the foregoing, covenant that:

5.7.1 The Layout License shall permit wheelchair access to, and passage through, all licensed areas open to the public

5.7.2 Other requirements of disabled customers, as identified by the Deputy Chief Executive Officer from time to time, shall be met.

5.8 CREDIT CARD AND FOREIGN CURRENCY

The Licensee shall make arrangements to accept all major credit cards and will accept foreign currency including but not limited to, United States Dollars (USD), Canadian Dollars (CDN), Barbados Dollars (BDS) and Trinidad and Tobago Dollars (TT) in payment for goods and services, where ever possible.

The Licensee shall inform the public of the exchange rate for foreign currency granted by displaying signs indicating the exchange rate in a prominent location within the said licensed premises.

5.9 HOURS OF OPERATIONS

The License area shall be open to meet the needs of the traveling public and to coincide with arriving and departing flights at the Airport.

5.10 PERSONNEL

5.10.1 The Licensee shall engage suitable personnel to efficiently provide and maintain the required standard of service; such personnel shall be properly groomed and attired.

5.10.2 The Licensee covenants that during each and every shift of operations there shall be sufficient staff on duty to provide prompt and adequate service.

5.11 LICENSES, PERMITS, ETC.

The Licensee shall procure and maintain, at its own expense, such licenses, permits or approvals as may be required by applicable law to enable the Licensee to furnish the services and conduct the operations provided in this License.

5.12 EXEMPTION CLAUSE

This License exempts the Licensor, its directors, officers, agents and employees from and against all liabilities, losses, suits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defense thereof) based upon or attributable to this License or any actions taken or things done by the Licensee, its officers, invitees, agents or employees unless such damage or injury was caused due to the negligence of the Licensor or any other person for whom it is in law responsible.

5.13 ASSIGNMENT

Neither the Licensee nor any assignee or other successor of the Licensee, shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this License or any interest contained herein, nor Licensee nor permit the use of the rights herein granted, in whole or in part, without the prior written approval of Licensor, provided that any assignment transfer, or change of control is the direct result of an acquisition of shares or other securities listed on a recognised stock exchange.

ARTICLE 6
LICENSED PREMISES, SERVICES AND IMPROVEMENTS

6.1 “AS IS” CONDITION

The Licensee accepts the premises in an “as is” condition on the effective date of the License herein and subject as provided in Clause 6.8 hereof the Licensee releases the Licensor from the obligation to make any repairs or improvements thereto; provided, however, that the Licensee shall not undertake any decoration to the premises until plans for decoration have been approved by the Licensor.

6.2 ACCESS

The Licensor, its officers, servants or agents shall have full and free access to any and every part of the premises and to all equipment, stores, furnishings and movables therein, for the purpose of inspecting the same during normal business hours and in the presence of the Licensee or a representative of the Licensee.

The Licensor agrees to give the Licensee no less than 5 (five) days’ notice in advance of its intentions to inspect the licensed premises, it being expressly understood and agreed, however, that in cases of emergency, the Licensor, its officers, servants or agents shall at all times and for all purposes have full and free access to the said licensed premises.

6.3 SERVICES AND UTILITIES

6.3.1 All service and utility charges including water, electricity, telephone and internet services shall be borne by the Licensee.

6.3.2 Ventilation and/or air-conditioning shall be supplied by the Licensee in the premises.

6.3.3 Potable water shall be supplied by the Licensor in the premises, it being expressly agreed, however, that the Licensee shall pay for all potable water consumed at such rates as may be in effect from time to time.

6.3.4 The Licensee shall have the use of the washroom facilities provided by the Licensor in common with others.

6.3.5 The Licensor reserves the right to install at its own expense, public address and security surveillance systems in the public areas of the premises.

6.4 TEMPORARY SUSPENSION OF SERVICES

The Licensee shall not have or make any claim or demand, or bring any action or suit or petition against the Licensor or any of its officers, servants or agents, for any damage which the Licensee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part, from whatsoever cause arising in services supplied by the Licensor hereunder, provided the said suspension interruption and/or discontinuance were not due to the negligence of the Licensor or its servants and/or Agents.

6.5 APPROVAL OF ALTERATIONS AND UTILITY SERVICES

The Licensee shall not make any alterations to the premises or facilities connected therewith or add any utility services until plans showing the design and nature of the proposed alterations to the premises or facilities connected therewith and the utility services have been approved, by the CEO, and all such alterations to premises or facilities connected therewith shall be made and thereafter maintained by and at the cost of the Licensee to the satisfaction of the Licensor **And** upon the termination of this License, the Licensee shall restore the licensed premises to the condition they were in prior to the alteration, at the Licensee's sole expense.

6.6 CLEANING AND MAINTENANCE

Subject as in Clause 5.1 herein provided:

6.6.1 The premises and everything in and about them shall in all respects be kept and maintained in a clean and tidy condition, in strict compliance with all health, fire and police standards, codes or regulations, and the Licensee shall also be responsible for cleaning the interior and exterior of the windows in the premises and the interior and exterior surfaces of all glass entrance doors, all to the reasonable satisfaction of the CEO.

6.6.2 The Licensee shall decorate the premises as may be necessary from time to time. However, the Licensor reserves the right request the removal of decoration if it has any reservations.

6.6.3 The Licensee shall ensure that the cleaning standards are known to the Licensee's operation staff.

6.7 GARBAGE AND REFUSE DISPOSAL

The Licensee shall at the cost and expense of the Licensee, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the said Airport of all trash, garbage and other refuse on or in connection with the Licensee's operations under this Licensee, all to the satisfaction of the Licensor. Piling of boxes, cartons, barrels or other similar items shall not be permitted in any public area in the said building.

6.8 FURNITURE, FIXTURES AND EQUIPMENT

The Licensee shall provide, install and maintain in the premises, such fixtures, furnishings and equipment required for purposes in connection with the operations conducted in the premises pursuant to this Licensee and the Licensee shall also provide replacement of equipment, all at the cost and expense of the Licensee and to the satisfaction of the Licensor plans and specifications for approval prior to the purchase and installation thereof.

The Licensee shall bear all cost related to the repair and maintenance of equipment and machines in the office they License.

6.9 VESTING OR REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Where the Licensee has made alterations, improvements and/or replacements, prior to the end of the Licensee's occupation, the Licensor shall have the right to of require the Licensee upon written notice, to remove such alterations, improvements or replacements, and the Licensee shall be so bound to remove them and shall restore the licensed premises to such condition as it was in at the commencement of this License (fair wear and tear expected), at the sole cost and expense of the Licensee.

6.10 DANGEROUS GOODS

No goods of an explosive, dangerous, inflammable or noxious nature or character shall be stored in or upon the premises except with the prior consent of the CEO.

6.11 FIRE PREVENTION

The Licensee shall at its own expense, take all precautions to prevent fire from occurring in or about the premises, and shall observe and comply with all laws and regulations in force respecting fires at the Airport, and with all instructions given from time to time by the Licensor with respect to fires and extinguishing of fires.

6.12 REPAIR AND DAMAGE

If at any time or times hereafter any damage or injury (ordinary wear and tear only excepted) should be occasioned to the premises, the Building, or any part thereof, or to any works of the Licensor on the said Airport by reason of or on account of the operations of the Licensee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such cases, the Licensee shall, within a reasonable time upon notice thereof, from the CEO repair, rebuild or restore the same And in the event of failure on the part of the Licensee to so repair, the CEO may, at his option, repair or restore such damage or injury in which case the Licensee shall repay and reimburse the Licensor for all costs and expenses connected therewith or incidental charges as may be applicable upon receipt by the Licensee of appropriate accounts therefor from the Licensor.

In the event of failure on the part of the Licensee to repair or restore such damage or injury and in the event of non-repair or non-restoration by the Licensor, the Licensee shall remain liable to the Licensor for the amount of such damage or injury to the extent the Licensee is liable therefore in law and payment of such amount shall be made by the Licensee to the Licensor forthwith, upon receipt by the Licensee of appropriate accounts therefore from the Licensor.

ARTICLE 7
INSURANCE

7.1 The Licensee shall place and at all times maintain during the currency of this Licensee, fire and extended coverage insurance on the furnishings, equipment and fixtures, described in clause 6.11 hereof, of the full replacement cost thereof, with loss payable to the Licensor and the Licensee commensurate with their respective losses such insurance shall be with a company or companies acceptable to the Licensor and all policies for such insurance shall be in a form satisfactory to the Licensor.

7.2 The Licensee shall submit to the Licensor one of the following documents:

- a.** The policy or policies,
- b.** certified copies thereof,

7.3 The Licensee shall not do or omit to do or suffer anything to be done or omitted to be done on the premises which will in any way impair or invalidate such policy or policies.

Every policy shall contain a provision that written notice of cancellation shall be given to the CJIA.

ARTICLE 8
AIRPORT SECURITY

The Licensee acknowledges that the security obligations of the Licensor and the Licensee are established and governed by the Laws of Guyana and the CJIA's Security Programme. The Licensee shall comply with all security Laws and Regulations and with the Licensor's security measures as provided for in the security policies introduced or established by the Licensor from time to time, including but not limited to those relating to restricted area passes, personnel identification systems and security clearance procedures, and shall pay to the Licensor on demand all charges levied by the Licensor for those security measures.

ARTICLE 9
NOTICES

9.1 Whenever in this Licensee it is required or permitted that any notice or demand be given or served by either party of this Licensee to one or the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if delivered personally, by registered mail, or by email , to the below-stated address of the receiving party:

To the Licensor: **ANDRE KELLMAN**
DEPUTY CHIEF EXECUTIVE OFFICER
CJIA CORPORATION
TIMEHRI,
EAST BANK DEMERARA
GUYANA
Email: [akellman@cjairport-gy.com]

With a Copy To: **CHIEF EXECUTIVE OFFICER**
CJIA CORPORATION
TIMEHRI,
EAST BANK DEMERARA
GUYANA
Email: [rghir@cjairport-gy.com]

To the Licensee: **CONTACT PERSON**
DESIGNATION
OPERATOR'S NAME
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3
Email: [email address]

9.2 Such addresses may be changed from time to time by either party giving notice as above provided.

9.3 If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.

LICENSE
(Operator Name)

LICENSOR
(Cheddi Jagan International Airport)

WITNESS #1
For
Operators Name

WITNESS #2
for
Cheddi Jagan International Airport

SCHEDULE A-1

STATEMENT OF MONTHLY GROSS REVENUE AND PERCENTAGE FEES

DATE: _____

TO: _____ (Licensor)

FROM: _____ (Licensee)

LICENSE DATED _____ LICENSE NO. _____

The following is a true and accurate statement of Gross Revenue (as defined in our License) for the whole of the Term: _____

GROSS REVENUE THIS MONTH _____ \$ _____

GROSS REVENUE FOR THE TERM, to the end of this month \$ _____

FEES PAID THIS MONTH _____ \$ _____

FEES PAID FOR THE TERM, to the end of this month \$ _____

Certified Correct By: _____

Title: _____

SCHEDULE A – 2

**STATEMENT OF GROSS REVENUE AND PERCENTAGE FEES FOR THE
WHOLE OF THE TERM**

DATE: _____

TO: _____ (Licensor)

FROM: _____ (Licensee)

LICENSE DATED _____ LICENSE NO. _____

The following is a true and accurate statement of Gross Revenue (as defined in our License) for the whole of the Term:

GROSS REVENUE THIS YEAR _____ \$ _____

GROSS REVENUE FOR THE TERM, to the end of this month \$ _____

FEES PAID THIS YEAR _____ \$ _____

FEES PAID FOR THE TERM, to the end of this month \$ _____

Certified Correct By: _____

Title: _____

PART 5

RESPONSE FORMAT

**CHEDDI JAGAN INTERNATIONAL
AIRPORT**

**EXPRESSION OF
INTEREST
FOR
THE OPERATION OF A
DUTY FREE CONCESSION**

REQUIRED DOCUMENTS

BUSINESS INFORMATION

- 1.** Name of Firm (exactly as it is to appear on the Agreement):

- 2.** Principal office Address:

- 3.** Telephone Number:

- 4.** Contact Person/Title:

- 5.** Form of Business Entity (check one and complete the appropriate business entity statement attached hereto):
 - Corporation
 - Partnership
 - Joint Venture
 - Individual
 - (a)** If proponent is a subsidiary, state name of parent company. Caution: All information provided herein must be as to proponent (subsidiary) and not as to parent company.

 - (b)** If a Company is a partner of a proposing partnership or a member of a proposing joint venture, the Corporate Statement, attached hereto, must be completed in addition to the appropriate proponent's business entity statement for each corporate partner or Joint Venture.

CORPORATE STATEMENT

If a Company, answer the following:

- 1. When incorporated?
- 2. Where incorporated?
- 3. Is the Company registered to carry on business in Guyana?

Yes () No ()

If yes, as of what date:

- 4. If Guyana is not the country of incorporation, state name and mailing address of the registered local agent. Also include a sealed certified copy of the Power of Attorney of the Corporate Agent.

- 5. The Corporation is held:

Publicly () Privately ()

- 6. Has the Corporation previously operated A Duty Free Concession?

Yes () No ()

- 7. Furnish the name, title and address of each officer, director, and those principal shareholders who own 10% or more of the Corporation’s issued stock.

Directors’	Address	Principal Affiliation	Business Other Than
-------------------	----------------	------------------------------	----------------------------

Names		Directorship

Officers' Names	Address	Position

Shareholders	Address	Percentage Of Shares Owned

- 8.** Attach certified copy of the Articles of Incorporation, By-Laws and Certificate of Incorporation (where Guyana is not the country of incorporation, attach the equivalent documents) filed with the Registrar of Companies (or corresponding official in the place of first incorporation).

- 9.** Attach certified copy of corporate resolution, which authorizes the officer signing this proposal and Agreement to bind the Corporation, as required in this Expression of Interest.

CERTIFICATION OF AUTHORITY IF PROPONENT IS A CORPORATION

I, certify that I am the _____ of the Corporation named in the attached proposal; and that _____ who signed the said proposal on behalf of the Corporation is the _____ of the said Corporation; that the said proposal was duly signed for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature

(Corporate Seal [if any])

PARTNERSHIP STATEMENT

If a PARTNERSHIP, answer the following:

1. Date of commencement of partnership?
2. Indicate: General () or Limited () Partnership.
3. Is the Partnership Agreement recorded?
Yes () No () If yes, indicate Date:
4. Is the Partnership registered to do business in Guyana?
Yes () No () If yes, indicate Date:
5. Does the partnership use or operate under any other name?
Yes () No () If yes, indicate name:

Is this a registered Business Name? If so, kindly provide a sealed and certified copy of the current Certificate of Registration.

6. Bankruptcy Information (Partners)

Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, been declared bankrupt or had an insolvency notice issued against you or the entity?

Yes () No ()

If yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

7. Give name, location and date of any and all contracts or leases of proponent that have been terminated within the past five (5) years for any cause prior to the

expiration of their term, and also list any judgments terminating such leases or contracts or any pending lawsuits relating to any concession(s) or management (operating) agreement(s) operated by proponent within the last three (3) years.

8. Has the Partnership previously operated a Duty Free Concession?

Yes ()

No ()

9. List name, address, and partnership share of each general partner:

Name	Address	Ownership Shares

10. Attach a copy of the Partnership Agreement.

JOINT VENTURE STATEMENT

If a JOINT VENTURE, answer the following:

1. Date of organization?

2. Is the Joint Venture agreement recorded?

Yes () No ()

If yes, indicate Date:

3. Is the Joint Venture registered to do business in Guyana?

Yes () No ()

If yes, as of what date:

4. Bankruptcy Information (JV Members)

Has the Company, or any entity the Company has had an ownership interest in, ever filed a petition for bankruptcy, been declared bankrupt or had an insolvency notice issued against it or the entity?

Yes () No ()

If yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

5. Give name, location and date of any and all contracts or leases of proponent that have been terminated within the past five (5) years for any cause prior to the expiration of their term, and also list any judgments terminating such leases or contracts or any pending lawsuits relating to any concession(s) or management (operating) agreement(s) operated by proponent within the last three (3) years.

6. Has the Joint Venture or any member previously operated a Duty Free Concession?

Yes ()

No ()

7. List name, address, and percent of participation of each Joint Venture:

Name	Address	% of Participation Of Joint Ventures

8. Attach a copy of the Joint Venture Agreement.

INDIVIDUAL STATEMENT

If an INDIVIDUAL, answer the following:

Has the individual previously operated a Duty Free Concession?

Yes ()

No ()

FINANCIAL INFORMATION

1. Financial Statements

Proponent shall attach a current fiscal year-to-date Balance Sheet and Income Statement, prepared in accordance with Generally Accepted Accounting Principles (GAAP), together with a copy of proponent's most recent fiscal year Financial Statements, audited and certified by an independent Certified Public Accountant, including the auditor's opinion thereon.

If a proponent is a recently formed joint venture, each participating member must submit his or her own financial documents, as required above.

2. Surety Information

Have you, or any entity you have had an ownership interest in, or any entity having an ownership interest in you, ever had a bond or surety canceled or forfeited?

Yes ()

No ()

If yes, state name of bonding company, name and address of principal on bond, date, amount of bond and reason for such cancellation or forfeiture.

3. Bankruptcy Information

Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, been declared bankrupt or had an insolvency notice issued against you or the entity?

Yes ()

No ()

If yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

4. Give name, location and date of any and all contracts or leases of proponent that have been terminated within the past five (5) years for any cause prior to the expiration of their term, and also list any judgments terminating such leases or contracts or any pending lawsuits relating to any concession(s) or management (operating) agreement(s) operated by proponent within the last three (3) years.

EXPERIENCE STATEMENT

1. State the number of years, the proponent has operated a Duty Free Concession.
2. List all airports and other relevant experience. If over five (5) years, list the five (5) most recent (use attachments as necessary).

Name	Address	Annual Gross Revenue For Each Operation

- 3.** If no other relevant experience applies, please provide a minimum of five (5) business references.

Name	Address	Type of Business

OPERATING PLAN

Proponent must include, in narrative form, a complete description of its intended Operating Plan for the proposed Duty Free Concession. Exhibits, schematics, architectural renderings or other data may accompany the narrative description.

At a minimum the proponent shall include a detailed description of the following items, as part of the operating plan:

- 1.** Quality control and training program.
- 2.** Pricing policy.
- 3.** Proposed Services, etc.
- 4.** Staffing levels.

5. Hours of operation.

CAPITAL INVESTMENT PLAN

Proponent must include, in narrative form, a complete description of its intended capital investment plan for the proposed Duty Free Concession. Exhibits, schematics, architectural renderings or other data may accompany the narrative description.

MARKETING PLAN

Proponent should submit a description of its proposed marketing plan for the Duty Free Concession.

EXPECTED GROSS SALES

Set forth in the spaces below your expected annual gross receipts for each contract year.

Year 1 _____

Year 2 _____

Year 3 _____

AIRPORT CONCESSION FEE PERCENTAGE

Set forth in the spaces below the percentage of gross receipts, from the Duty Free Concession for each contract year.

Year 1 _____

Year 2 _____

Year 3 _____

MINIMUM ANNUAL GUARANTEE

Set forth in the spaces below the minimum annual guarantee, for the Duty Free Concession, for each contract year.

Year 1 _____

Year 2 _____

Year 3 _____

OTHER INFORMATION

Submit such additional information as a proponent you may consider pertinent to indicate both financial and operational capabilities of the proponent to operate a Duty Free Concession as well as any other type of information that may assist the evaluation of capabilities of the proponent. The Cheddi Jagan International Airport Corporation reserves the right to request additional information to be used for evaluating proposals received from any or all proponents.

EVALUATION CRITERIA

The CJIA Corporation will select a panel to evaluate the RFP received for the proposed Duty Free Concession. The panel will make a recommendation to the Corporation's Tender Committee for award of the contract. The Tender Committee may accept or reject the panel's recommendation and order the re-issuance of a RFP. The following factors shall be accorded the following percentage weights in evaluating the RFP.

- | | | |
|-----------|---|------------|
| 1. | Experience and Qualifications of Proponent and Staff | 30% |
| 2. | Operating Plan | 15% |
| 3. | Marketing Plan | 15% |
| 4. | Financial RFP | 35% |
| 5. | Quality and Completeness of RFP | 5% |

NAME

ON BEHALF OF

SIGNATURE

DATE