



भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA
SRINAGAR AIRPORT SRINAGAR

TEL: 0194-2303000 - 03 (FAX) 2303313

No. AAI/SXR/Comml/Women Wear/325/ **1373**

Date: 22.07.2020

To,

M/s Syed Asim,
Old No.-02, New No-04,
Chandralekha Muthusamy Mudali Street
Nungambakkam, Chennai-600034

Subject: Award of License for Retail outlet for Women's Indian Wear in SHA first floor at Srinagar International Airport

Dear Sir,

Kindly refer to your participation in the e-tender for the subject cited facility for which the Technical bids were opened on 21/01/2020 and the financial bid was opened on 17/06/2020. The competent authority is pleased to award you the License for retail outlet for Women's Indian Wear in SHA first floor at Srinagar International Airport on the following terms and conditions:

Terms and conditions of award

1. Periodicity

a. Period of concession

The concession shall be valid for a period of six (06) months, further extendable by three (03) months or till award of Master Concessionaire, whichever is earlier.

b. Business Incubation Period shall be 07 days from the date of issuance of award letter. You shall be under obligation to complete all the conditions within time specified in award letter.

c. Gestation Period of 15 days, reckoned from the date of handing over of sites.

2. Agreement

The licensee has to execute the Agreement within 15 days from the date of issuance of award letter (on Stamp Paper of appropriate value, related cost to be borne by the licensee).

3. License Fee and Charges

- You shall pay to AAI the license fee of **Rs. 1,20,786 /-** (Rupees One Lakh Twenty Thousand Seven Hundred Eighty Six only) per month as quoted by you plus applicable taxes.
- In addition to license fees, you shall pay Utility/Facilitation Charges at 10% of normal AC space rent @ Rs. 1,348/- Per Sqm per month (or as may be notified by AAI from time to time), subject to 10% compound annual escalation on 1st April of every year. For 08 sqm AC space, the Utility/Facilitation Charges amounts to **Rs. 1,078/-** per month.
- All applicable Government Taxes, including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.

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- d. Charges for the consumption of the electricity and water for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
- e. **Advance License Fee:** You shall deposit one month License Fee (plus utility/facilitation charges and GST) in advance within 07 days of issuance of the Award letter.

4. Security Deposit

- a. Performance Security Deposit: Licensee shall furnish the Security Deposit within 07 days from the date of issuance of award letter, amounting to 03 month equivalent License fee to AAI as an interest free security Deposit. The SD amount equivalent to 01 month license fee, charges etc. i.e. Rs. 1,20,786 to be submitted in the form of Bank Guarantee from any scheduled commercial bank (BG from co-operative bank, even scheduled/Societies/Payment Banks or by means of FDR, will not be accepted. Bank charges to be borne by the agency) and balance 2 month equivalent i.e. Rs. 2,41,572 by way of NEFT/RTGS/ DD/PO.
- b. Electricity Security Deposit: The licensee shall also deposit an interest free security deposit of Rs. 36,236 towards electricity charges equivalent to 5% of license value for 6 months. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

5. Location /Area.

Area of 08 Sqm in SHA First Floor as specified in Annex.-I (schedule of premises).

6. Other terms and conditions

- 1) Licensee has to convey the unconditional acceptance to the terms of Award Letter within 07 days of receipt of this letter.
- 2) All the formalities shall be completed within 15 days of receipt of this letter.
- 3) AAI shall raise bill on or before 10th of every month. The licensee has to make the payment of license fee etc. by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, the interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.
- 4) The Licensee shall make payment of license fee etc. either by cheque/DD drawn on local banks or through RTGS/NEFT in favour of "**Airports Authority of India, Srinagar**". No outstation cheque shall be accepted in payment of license fee etc.
- 5) The licensee must necessarily operate the contract for minimum 50% of the total period of the contract, failing which the licensee may be debarred from participating in any tender in AAI for minimum period of 01 (one) year.
- 6) The Licensee shall not terminate the license before expiry of the period of license except by giving 30 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 30 days' notice in writing without assigning any reason thereto.

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- 7) The Licensee has to intimate the list of near relatives employed in AAI as well as name of the persons employed by the licensee or going to be employed who are near relatives of AAI employees.
- 8) The design, dimension, location of counter and content of display has to be necessarily got approved by AAI. No branding of any sort shall be permitted.
- 9) The Licensee shall employ only Indian nationals and get their antecedents and loyalty verified before employing them on the job. The licensee shall ensure that no person of doubtful antecedent and nationality is in anyway associated with the job.
- 10) On Non-acceptance of award within 7 days or on account of non-completion of formalities within the prescribed time, the licensee will be liable to 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 (01) year**.
- 11) The Licensee shall be responsible to remove garbage, if any, resulting due to performance of the business and shall dispose of the same outside the boundaries of the Airport.
- 12) The Authority or any of its officers and other persons authorized by the Authority shall have the right, at all reasonable times, to enter upon the said premises and the Counter to view the state and conditions thereof or for the purpose of this Agreement.
- 13) The Licensee shall only be permitted to operate from the allotted space, and in case of any dispute, the decision of Airport Director shall be final and binding on the Licensee.
- 14) All other terms and conditions shall be as stipulated in the NIT/tender document.
- 15) In case of Civil/Electrical works, NOC has to be obtained from AAI beforehand.
- 16) All the terms and conditions mentioned in this award letter, along with its annexures, shall form part and parcel of agreement to be executed between M/s Syed Asim and AAI.

Please acknowledge the receipt of this letter as token of your acceptance.

Yours sincerely,



(Sandeep Chalia)

Manager (Comml.)

For Airport Director

Srinagar International Airport

Encl: Annex.-I: Schedule of Premises

Annex.-II: Special Terms & Conditions

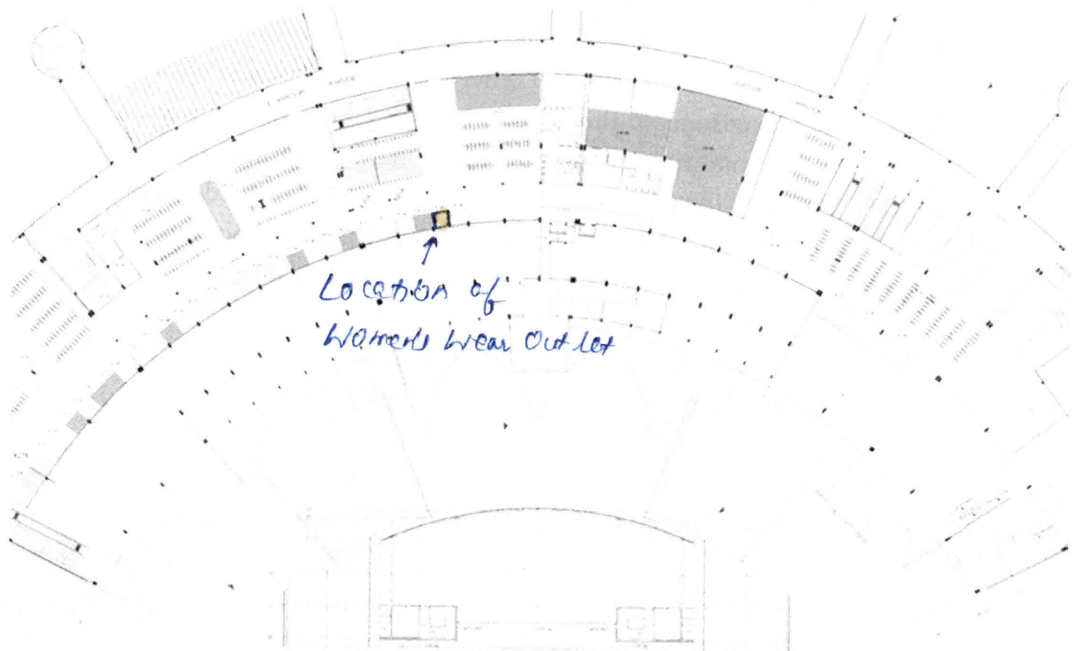
Copy to: RED-NR, New Delhi for kind information.

Internal: PA to APD Srinagar/Jt.GM (CNS)/DGM (Engg.-Civil)/DGM (Engg.-Elect.)/AGM (Ops)/Mgr (F&A)/ CSO, Srinagar International Airport.

Annexure-I: Schedule of Premises

License for Retail Outlet for Women's Indian Wear in SHA FIRST FLOOR inside Terminal Building at Srinagar International Airport

1. AREA ALLOTTED: Total Area= 08 sqm
2. LOCATION: SHA First Floor inside Terminal Building, or at the discretion of AAI.
3. PURPOSE: License for Retail Outlet for Women's Indian Wear at Srinagar International Airport



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Annexure-II: SPECIAL TERMS & CONDITIONS

1. The facility shall be open during operational hours or at any given time approved by the Airport Director as per requirement. In case the counter remains closed, then a penalty of Rs.1000 per day or part thereof shall be imposed and no rebate for closure shall be given. On 3rd occasion of such irregularities, penalty equivalent to 10% of monthly license fee shall be imposed.
2. Final location and dimensions of outlet will be as per space availability and with approval of AAI.
3. On allotment, the licensee has to make structure for Shop at its own cost, with due approval of Airport Director. AAI shall provide bare space only. The licensee has to do all interior and exterior works, including lockable gate, with the specs approved by Airport Director.
4. The design of outlet shall be in line with overall aesthetics of the terminal building, the fabrication of outlets and offices shall be with prior approval of layout (including height etc.) and design by AAI. In any case, the height of the outlet/shop shall not be more than 3 meters.
5. Only name of the agency & facility is to be displayed on the outlet (in English, Hindi and Urdu) and the same is to be displayed in reasonable size, and is to be approved by AAI. No advertisement of any sort shall be displayed on the outlet.
6. In-shop advertisements to be restricted to the brand/agency name/product line of the licensee, and no other advertisement shall be displayed in the shop premises. The display of rates of items/goods should be inside the outlet, and not on front on the structure of front elevation.
7. Vertical shadow area or projection of counter is not permitted.
8. AAI shall not be responsible for any legal cases that arise on account of quality of product and for quantity, price etc. sold by licensee. The sole responsibility shall be of the licensee.
9. The licensee shall take all steps in banning the non-recyclable plastic and single use plastic in and around Airports premises and abide by the environmental rules and regulations.
10. The licensee shall have no claim for monopoly and AAI shall be at liberty to permit/provide similar facilities in the terminal building or outside if necessitated by demand or if desired by the Authority.
11. The concessionaire shall be allowed to sell only the permitted items as per the retail category. The items to be sold should not be in conflict with the items sold by other licensees.
12. The staff engaged by the contractor has to be properly uniformed and deal with all the passengers with courtesy and caution. Any complaint from passengers about misbehavior shall be construed as grounds for non-performance.
13. Notwithstanding anything contrary herein, in the event of a relocation of the Counter, the Authority shall not compensate the Licensee for any costs, whatsoever.
14. The Licensee is liable to pay the GST and/or any other statutory taxes as per the Govt rules.
15. The Licensee shall mandatorily issue computerized/electronic bills/receipts to the customers on account of any purchases. The invoices should indicate the GST amount separately. Provision should be made to accept Credit/Debit card/e-wallets/UPI payments. The Licensee shall permit AAI's authorized officers to inspect the EPOS terminals at the location at any time.
16. The Licensee shall submit monthly sales report, duly certified by a Chartered Accountant, to AAI for a particular month latest by 7th of next month.

The above special terms and conditions will form part of the License Agreement.

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