



भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA
SRINAGAR AIRPORT SRINAGAR
TEL: 0194-2303000 - 03 (FAX) 2303313



No. AAI/SXR/Comm1/F&B/347/643 .

Date: 25.12.2020

To,

Ms. Sofiya Jan, Proprietor,
M/s Hi Speed Taste The Chocolate Room,
City Center Plaza, Karan Nagar,
Srinagar, J&K

Subject: Award of the License for Food & Beverages Outlets in SHA First Floor at Srinagar International Airport

Dear Madam,

Please refer to your participation in the e-tender no. 2020_AAI_61140_1 for the subject facility for which Technical bids were opened on 18.11.2020 and the financial bids were opened on 14.12.2020. The competent authority is pleased to award you the License for Food & Beverages Outlets in SHA First Floor at Srinagar International Airport on the following terms and conditions:

1. Periodicity

a. Period of license

The license shall be valid for a period of 06 months, extendable by 03 months or commencement of Master Concessionaire contract, whichever is earlier.

b. Business Incubation Period shall be 07 days (i.e. 26.12.2020 to 01.01.2021) from the date of issuance of award letter. You shall be under obligation to complete all the conditions within time specified in the award letter.

c. Gestation Period of 15 days reckoned from the date of handing over of sites. If the licensee fails to complete the conditions of award which are pre-requisite for access to the site, then gestation period will be deemed to have commenced on 8th day of issuance of award letter i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.

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

a. You shall pay to AAI the license fee of Rs. 3,78,786 (Rupees Three lakh seventy eight thousand seven hundred eighty six) per month as quoted by you plus applicable taxes and charges.

b. In addition to license fees, you shall pay Utility/Facilitation Charges at 10% of AC space rent @ Rs. 1225/- Per Sqm per month fixed up to 31.03.2021 (or as may be notified by AAI from time to time). For 21 sqm AC space, the utility/facilitation charges amounts to Rs.

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2573/- per month. The Space License Fee w.e.f. 01.04.2021 to 31.03.2022 shall be Rs. 1250/- PSMPM for AC space.

- c. 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.
- d. Charges for the consumption of 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) i.e. Rs. 4,50,004 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 i.e. Rs. 3,81,359 to be submitted in the form of Bank Guarantee from any scheduled/Nationalized 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. 7,62,718 by way of RTGS/DD/PO.
- b. Electricity Security Deposit: The licensee shall also deposit an interest free security deposit in respect of electricity charges equivalent to 5% of license value (license fee of 6 + 3 months) i.e. Rs.1,71,612. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

5. Location /Area.

Three outlets of 07 sqm each i.e. total 21 sqm in SHA First Floor as specified in Annex.-I (schedule of premises).

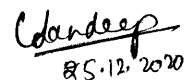
6. Other terms and conditions

- 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 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 DD drawn on local banks or through RTGS/NEFT in favour of "Airports Authority of India, Srinagar" in bank account no. 10491862957, IFSC code SBIN0000722, SBI Residency Road, Srinagar.
- 5) The licensee must necessarily operate the contract for minimum 50% of the total period of 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.
- 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 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.
 - 9) 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**.
 - 10) 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.
 - 11) 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.
 - 12) 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.
 - 13) All other terms and conditions shall be as stipulated in the NIT/tender document.
 - 14) In case of Civil/Electrical works, NOC has to be obtained from AAI beforehand.
 - 15) All the terms and conditions mentioned in this award letter, along with annexures, shall form part and parcel of agreement to be executed between M/s Hi Speed Taste and AAI Srinagar Airport.

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

Yours sincerely,


25.12.2020

(Sandeep Chalia)

Manager (Comm.)

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.

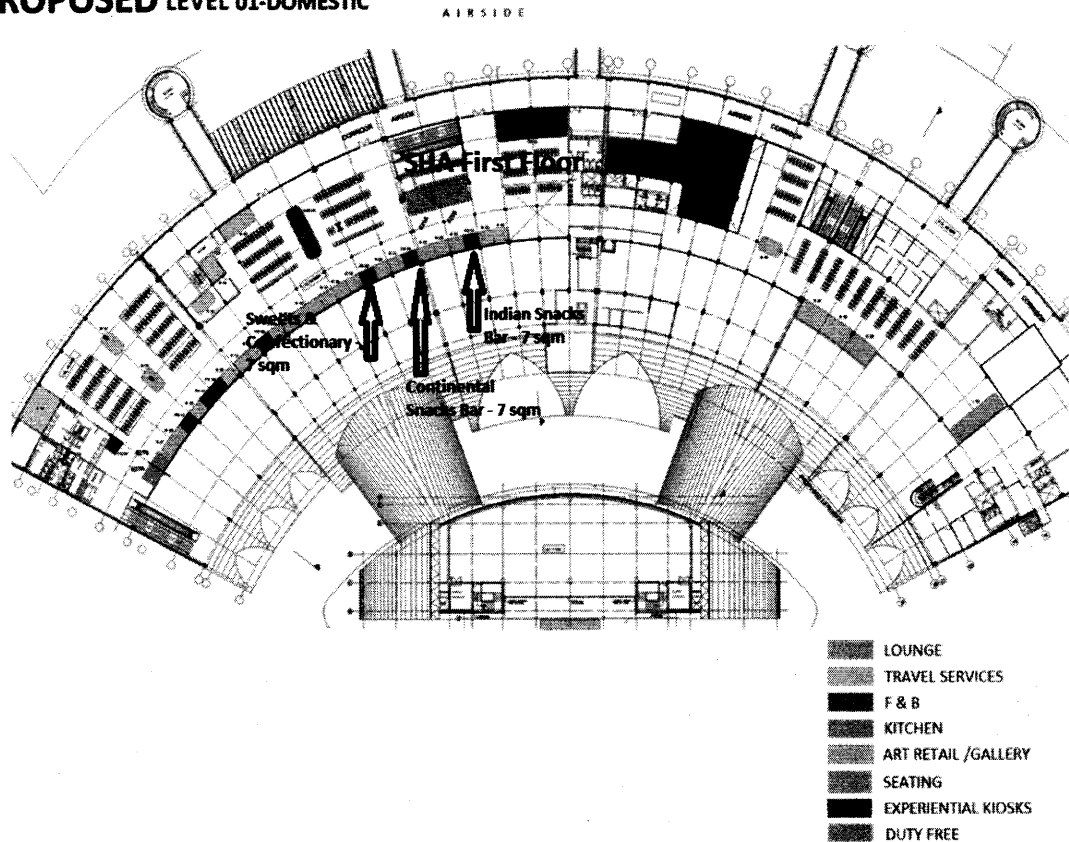
Internal: PA to APD Srinagar/ Jt.GM (CNS)/ Jt.GM (Engg.-Civil)/ Jt.GM (Engg.-Elect.)/ Sr. Manager (Ops)/ Sr. Manager (F&A)/ CSO, Srinagar International Airport.

Annexure-I: Schedule of Premises

License for Food & Beverages Outlets in SHA First Floor at Srinagar International Airport

1. **AREA ALLOTTED:** Three outlets of 07 sqm each i.e. total 21 sqm in SHA First Floor or as decided by AAI.
2. **LOCATION:** SHA First Floor inside terminal building at Srinagar International Airport
3. **PURPOSE:** License for three F&B Outlets for Indian Snack Bar, Continental Snack Bar and Sweets & Confectionary Shop in SHA first floor at Srinagar International Airport
4. **Location Layout:** As below:-

PROPOSED LEVEL 01-DOMESTIC



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Annexure-II: SPECIAL TERMS & CONDITIONS

1. The facility shall be kept open at least two hours before the first flight operation and till completion of all flights for the day or at any given time directed by the Airport Director as per requirement. In case the outlet remains closed, then a penalty of Rs.1000 per day or part thereof shall be imposed and no rebate for closure shall be given.
2. Final location and dimensions of the outlet will be as per the space availability. Actual space allotment shall be subject to joint measurement and approval of AAI.
3. On allotment, licensee has to make structure for the outlet 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, with the specs approved by Airport Director.
4. The design of outlet shall be in line with overall aesthetics of the terminal building. In any case, the height of the outlet/counter, inside terminal building, shall not be more than 3 meters.
5. Only name of the agency & facility is to be displayed on the counter in reasonable size. No advertisement of any sort shall be displayed on the counter. In-shop advertisements to be restricted to the brand/agency name/products of the licensee, and no other advertisement shall be displayed in the shop premises.
6. The licensee should maintain the tariff rates comparable to those prevailing in the town/city. The rates are to be displayed in the outlet and the rate list should be submitted to AAI for record. Packaged items are not to be sold above the printed Market Retail Price.
7. AAI shall not be responsible for any legal cases that arise on account of quality of product and other legal matters for quantity, price etc. sold by the licensee. The sole responsibility shall be of the licensee.
8. 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.
9. The licensee shall have no claim for monopoly and AAI shall be at liberty to permit/provide similar facilities inside/outside the terminal building if necessitated or desired by the Authority.
10. The license is awarded for three F&B outlets viz. one Snack Bar for Indian snacks only (samosa, kachori, idli, upma, poha etc.), one Snack Bar for Continental snacks only (sandwich, burger, fries, spring rolls etc.) and one Sweets & Confectionary shop.
11. The licensee shall be allowed to sell only the permitted items as per the F&B category mentioned in the NIT. There should not be any conflict in this matter with the items sold by other licensees. In case of any such dispute, the decision of Airport Authority shall be final and binding on the licensee.
12. Sale of alcoholic beverages and tobacco items in any form is strictly prohibited.

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13. 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.
14. Notwithstanding anything contrary herein, in the event of a relocation of the Counter, the Authority shall not compensate the Licensee for any costs, whatsoever.
15. The Licensee shall mandatorily issue computerized/electronic bills and receipts to the customers on account of any purchases. The invoices should indicate the GST amount. Provision should also be made for payment by Credit/Debit card/e-wallets etc. The Licensee shall permit AAI's authorized officers to inspect the EPOS terminals at the location at any time.
16. The licensee has to obtain prior permission from BCAS if required for operating the facility at the Airport by acquiring Security Clearance from BCAS before commencement of operations within gestation period. AAI shall not be responsible for any delay in getting security clearance from BCAS.
17. AAI may impose penalty if the licensee violates the conditions regarding sale of items, violation of MRP, sells unauthorized items or for unsatisfactory performance. AAI may also take action against the Licensee for termination of the License forthwith.
18. Authority shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. AAI shall not be responsible for any claim from anyone on account of loss, injury etc., caused due to incident/accident or malfunctioning of their materials. Licensee shall be solely responsible for any such losses/claims.
19. Cooking is not permitted in the outlets. However, Microwave Oven for heating the snack items and vending machine for Tea and Coffee may be used.

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

Sandeep

Signature Not Verified

Digitally signed by SANDEEP CHALIA
Date: 2021.09.11 15:01:56 IST
Location: eProcurement System for Central PSUs