



भारतीय विमानपत्तन प्राधिकरण

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

No. AAI/SXR/Comm/353/Apparel/703

Date: 26.07.2021

To,

M/s Mir Handicrafts Pvt. Ltd.,
D-85/1, Okhla Industrial Area Phase-I,
New Delhi - 110020
Kind attn.: Sh. Adil Hussain, Manager

Subject: Award of License for Retail Outlet for Apparel in SHA F/F at Srinagar International Airport

Dear Sir,

Please refer to your participation in the e-tender no. 2021_AAI_76294_1 for the subject facility for which Technical bids were opened on 18.05.2021 and the financial bids were opened on 28.06.2021. The competent authority is pleased to award you the License for Retail Outlet for Apparel in SHA F/F 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 Six (06) months, further extendable up to 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 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 07 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. 1,55,786 (Rupees One lakh fifty five 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. 1250/- Per Sqm per month fixed up to 31.03.2022 (or as may be notified by AAI from time to time). The annual escalation on space rent shall be applicable @ 7.5% p.a. from 01.04.2022 or as may be decided by AAI from time to time.

(Gandeev)

- 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. 1,85,008 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. 1,56,786 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. 3,13,572 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. 70,554. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

5. Location/ Area.

One outlet of 08 sqm in SHA First Floor inside the Terminal building 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 07 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,

Sandeep
26.07.2021

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

प्रबंधक (वाणिज्य)/Manager (Commercial)
भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
श्रीनगर अंतर्राष्ट्रीय हवाई अड्डा
Srinagar International Airport
श्रीनगर-190007/SRINAGAR-190007

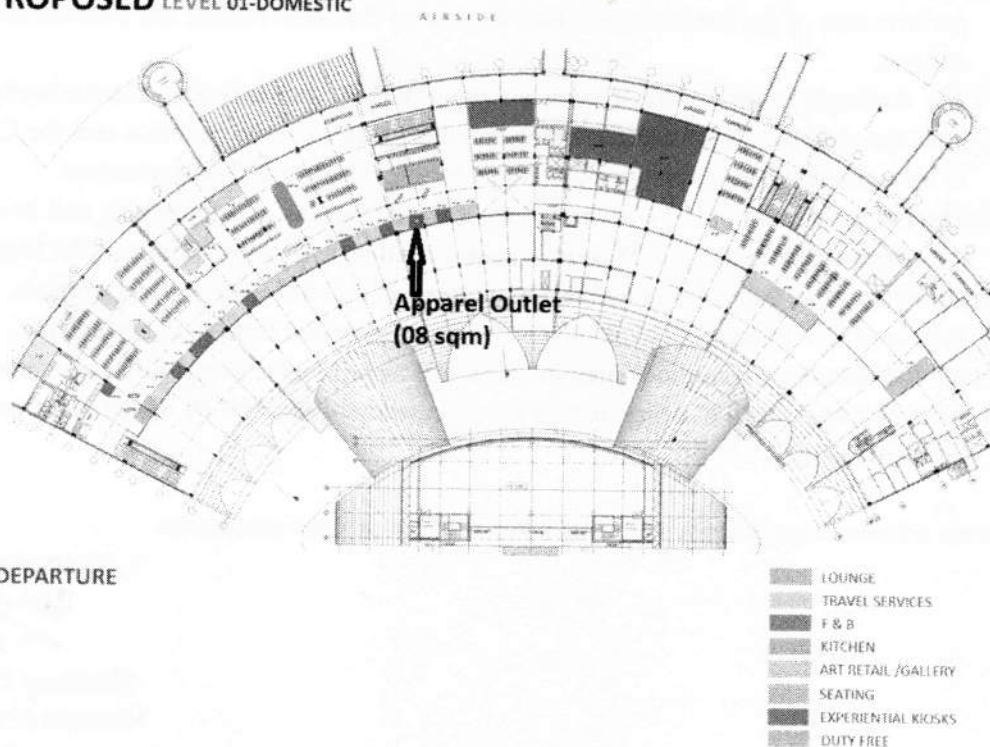
Sandeep

Annexure-I: Schedule of Premises

License for Retail Outlet for Apparel at Srinagar International Airport

1. AREA ALLOTTED: One outlet of 08 sqm or as decided by AAI.
2. LOCATION: SHA First Floor inside Terminal building at Srinagar International Airport, or at the discretion of AAI.
3. PURPOSE: License for Retail Outlet of 08 sqm area in SHA F/F for Apparel at Srinagar International Airport
4. Location Layout: As below:-

PROPOSED LEVEL 01-DOMESTIC



Wondarp

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. 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 selected tenderer 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 licensee shall be allowed to sell only the permitted items as per the Retail 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.
11. Sale of alcoholic beverages and tobacco items in any form is strictly prohibited.
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 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.
15. 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.
16. The licensee has to submit to BCAS all the required documents for Security Clearance within 10 days of issuance of Award Letter. 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.

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

Sandeep

प्रबंधक (वाणिज्य) / Manager (Commercial)
भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
श्रीनगर अंतर्राष्ट्रीय हवाई अड्डा
Srinagar International Airport
श्रीनगर-190007/SRINAGAR-190007

Signature Not Verified

Digitally signed by SANDEEP CHALIA
Date: 2021.09.14 18:32:28 IST
Location: eProcurement System for
Central PSUs