



भारतीय विमानपत्तन प्राधिकरण/AIRPORTS AUTHORITY OF INDIA
विमानपत्तन निदेशक का कार्यालय/OFFICE OF THE AIRPORT DIRECTOR
बागडोगरा कास्टम हवाई अड्डा/BAGDOGRA CUSTOMS AIRPORT
जिला: दार्जिलिंग/Dist-DARJEELING, पिन: 734421/PIN-734421
Phone: 0353-2698431, Fax: 0353-2698317

Ref no. AAI/BD/COMML/SNACKS BAR (SHA)/AWARD **1832** Date 13.07.2021

To,
M/s. A.K. Agencies
28, Manas Nagar,
Ashram Bapu Ashram Road,
Near Kumar Traders, Krishna Nagar,
Lucknow-226023.

Sub: Award of License for Snacks Bar in SHA at Bagdogra Airport.
Ref: E-bid no. 2021_AAI_76631_1 dated 28.04.2021.

Sir,

Reference may please be made to Tender Notice No. AAI/BD/COMML/SB-SHA/ dated 28.04.2021 and E-bid no. 2021_AAI_76631_1 for the subject facility at Bagdogra Airport. The Competent Authority is pleased to award the license of **Snacks Bar in SHA** at Bagdogra Airport to **M/s A.K. Agencies** subject to following terms and conditions.

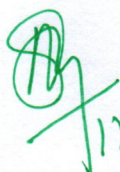
1. The period of licence shall be for **07 (seven) years** from the date of commencement of contract or expiry of gestation period whichever is earlier.
2. The total area of the counters is **7.44 sqm.** Licensee shall pay space rent in addition to licence fee. The rate for space rent is **Rs.1250/-** per sqm per month plus applicable taxes w.e.f. 01.04.2021. The rate will be escalated 10% every year on 1st April. Payment of revised space rent, if any, by AAI CHQ shall be binding on the licensee.
3. In addition to the above mentioned fee, the licensee is also liable to pay utility facilitation charges @ 10% of notified normal space rent. Such charges shall be paid within the date(s) specified in the bill(s). The Space rent/utility/facilitation charges/CAM charges are subject to 10% compound annual escalation of 1st of every year or as may be decided by AAI from time to time.
4. License fee for this contract is **Rs.10,75,575/- (Rupees Ten lakh Seventy Five Thousand Five Hundred Seventy Five only)** per month plus applicable taxes.
5. **Rate of Escalation:**

(a) Annual escalation in the license fee linked with passenger growth in the following manner:

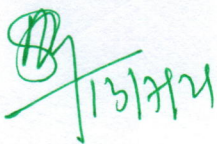
S.No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	upto 5% (including negative growth)	5%
2.	Greater than 5% and upto 18%	10%
3.	Greater than 18%	15%

- (b) The first annual escalation will be applicable after completion of one years +six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
6. Licensee shall be liable to pay electricity and water charge as applicable to all licensees at prevailing rate. (Electricity and water charges are subject to revision from time to time). The Licensee shall have to provide two nos. of Electronic electric reading meters, one for essential and another for non-essential power supply. AAI will provide electricity up to your counter. All fittings and wearing will be done by you only.
 7. AAI shall raise bill on or before 10th of every month. The concessionaire has to make payment of License Fees 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, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.
 8. Business incubation period shall mean a period of **15 days** from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA.
 9. **Handing Over of Sites:**
 - a) Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
 - b) If the licensee fails to complete the conditions of award which are perquisite for handing over of site, then the gestation period will be deemed to have commenced on **16th day** of issuance of LOIA. However, actual handing over of sites shall only be done after completion of all conditions of award.
 10. **Gestation period:**

Gestation period of **60 Days**, reckoned from the date of handing over of sites shall be permissible or **16th day** of issuance of LOIA whichever is earlier.

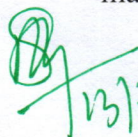

13/11/24

11. It may be noted that the Earnest Money Deposit may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of one (01) year, on account on non-completion of the following:
- (a) **Acceptance of award:** Acceptance of the offer within **seven (07) days** from the date of issuance of the award letter addressed to the party.
 - (b) Payment of one month advance space rent of **Rs.10,75,575/-** plus 18% GST i.e. **Rs.12,69,179/-(Rupees Twelve Lakh Sixty Nine Thousand One Hundred Seventy Nine Only)** by RTGS/NEFT within 15 days from the issuance of the award letter.
 - (c) Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 8 months equivalent Concession fee of the First (01st) year i.e. **Rs.86,04,600/-(Rupees Eighty Six Lakh Four Thousand Six hundred Only)** to AAI as an interest free security Deposit. The SD amount to be submitted in the form of BG/RTGS/NEFT from any scheduled commercial bank having a validity of 180 days from the date of expiry of contract (Bank Guarantee from co-operative bank, even scheduled, will not be accepted).
 - (d) Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to **Rs.10,00,000/- (Rupees Ten Lakhs Only)** within 15 days from the date of issuance of award. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
 - (e) Execution of the Agreement in Non-judicial stamp paper of Rs.100/- within 15 days from the date of issuance of award letter (Stamp Duty and Agreement Registration Fees to be borne by the licensee).
 - (f) Commencement of facility within gestation period.
12. If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.
13. As per the BCAS, AVSEC Circular No-16/2009, for Security/Entry Pass for Legitimate function all Auxiliary Service provider have to be Security cleared by concerned Regional Director (BCAS) and the local police verification reports of the firm and their owners intimate to BCAS headquarters. For further clarification contact (Chief Security Officer) office before commencement of contract.
14. The licensee shall not terminate the licence before the expiry of the period of the licence except by giving **180 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 licence can be terminated by the authority by giving **180 days notice** in writing without assigning any reason thereto.
15. The Licensee shall be allowed to exercise his rights only after payment of Security Deposit, Advance license fee, communication of his acceptance of the terms and

 13/12/24

conditions and after execution of separate agreement on Rs. 100/- (Rupees hundred only) for Licence.

16. **NOC/Approval plan:** The party is requested to apply to AAI for NOC/Approval with acceptance letter.
17. The Licensee shall be required to meet all statutory taxes/levies to the Central/State/Local Bodies as prescribed, if any, failing which AAI may exercise its option to settle, on licensees behalf and recover the amount thus disbursed from the licensee. No claim in any respect regarding his property/goods shall be entertained by AAI.
18. The Licensee shall make arrangement to obtain appropriate Insurance cover in respect of all properties/goods, if any, proposed to be stored or used by the Licensee.
19. The Licensee shall deal with all the passengers/visitors with extreme courtesy and caution and any complaints from public about misbehavior of licensee or his/her employees shall be construed as grounds for non-performance.
20. The licensee shall issue authenticated receipt for every transaction and AAI officials shall be at liberty to examine the records of the licensee and the licensee in any case shall have no objection to the same.
21. All the terms and conditions of agreement shall be strictly complied with. Any interior renovation work to be carried out at the stall should be approved from Airport Director, Bagdogra Airport.
22. The licensee shall not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
23. It should be ensured that the personnel engaged by you at the counter should confine within the premises only. No soliciting or canvassing of business shall be done by the licensee.
24. The counter shall be manned and kept open essentially during the flight hours. Maintenance of counter in a neat and clean manner shall be the responsibility of the licensee.
25. AAI shall be at liberty to grant licence for similar facility at the Airport in similar/other locations for which the licensee shall have no objection to the same.
26. Licensee may be required to change the location as and when desired by AAI without any protest/demur and at his own cost.
27. The Licensee shall keep a complaint book in a prominent location at points, which has to be made available for inspection by authorised representative of AAI.
28. After the contract expires, the concessionaire shall stop business and shall be given a maximum of 07 days to vacate the premises (after settlement of dues). The onus of

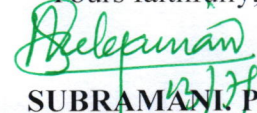

13/11/21

clearing all the dues and vacating the premises within 07 days lies on the licensee. If the agency fails to vacate the premises within 07 days of expiry of contract, twice of normal notified space rent of that area shall be charged from date of expiry to the date of vacation. If agency fails to vacate even after 15 days, the agency ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available SD along with outstanding dues if any. Taking over document has to be signed after clearance of premises by the concessionaire.

29. The design of the structures of the submitted to the Airport Director, Bagdogra.
30. The licensee shall not erect, display or use any promotional display in any form for purpose of advertisement or branding for a company upon the said premises without the prior permission in writing from the Authority. Authority reserved the right to charge for such activities.
31. **The provision of Penal action as under:**
In case, the licensee is found to be a frequent defaulter in regular payment of dues of AAI and ultimately fail to recoup the security deposits and make the payment of outstanding dues towards license fee, electricity charge, space rent and interest on delayed payment, if any upto the date of determination of the contract by AAI/licensee, Authority shall have the right to debar such licensee from participating in future tenders in the Authority for a period of three years. Further, the payments delayed will also be liable for interest as applicable, in terms of the Agreement. The licensee has to operate the contract minimum 50% of the contract period, failing which you may be debarred from participating in any tender in the AAI for a period of one year.
32. The licensee shall display the signage as per the approved design. No deviation in the design of the signage shall be allowed.
33. This award letter is part of the licence Agreement.
34. All other terms and conditions mentioned in NIT documents accepted by you shall be applicable.

Please acknowledge the receipt of the letter.

Yours faithfully,



SUBRAMANI P

Airport Director

AAI, Bagdogra Airport