

भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

विमानपत्तन निदेशक का कार्यालय, O/O AIRPORT DIRECTOR

संदर्भ : भा.वि.प्रा./जाम/आर-3(स्नैक बार)/2021-22/

सेवा में,

मे. बुमरंग रेस्टोरन्ट एन्ड बार

17-1-383 / IP / 3, इन्द्रप्रस्थ कोलोनी, फोर्ड-1

रिलायंस फ्रेश के पास, शैयदाबाद, हैदराबाद-59

दिनांक : -28.12.2021

To,

M/s. Boomerang Restaurant & Bar

17-1-383 / IP / 3, Indraprastha Colony, Phase-1

Nr. Reliance fresh, Saidabad, Hyderabad-59

विषय :- **Letter of Intent to Award (LOIA)** - नागर अंतः क्षेत्र, जामनगर पर टी / स्नैक बार लाइसेंस ठेके का कार्य देने हेतु।
Sub :- **Letter of Intent to Award - License for Tea / Snack Bar Contract at C.E. Jamnagar.**

संदर्भ : ई-निविदा - 2021_AAI_79595_1 / E- Tender -2021_AAI_79595_1

प्रिय महोदय / Dear Sir (S),

Reference may please be made to your participation in E- Tender (Tender ID - 2021_AAI_79595_1 in r/o **License for Tea / Snack Bar at C.E. Jamnagar**

In this regard, the Competent Authority on behalf of the Chairman, Airports Authority of India has accepted your tender and is pleased to award the license contract for "**Award License for Tea / Snack Bar at C.E. Jamnagar**" for a period of **07 years** subject to the following terms and conditions :-

1. License : TEA /SNACK BAR AT C.E., JAMNAGAR (9.5741 Sq.M)

2 You will pay the Licence fee as per details below:-

1st yr - **Rs.25,134/- pm** (Rs. Twenty Five Thousand One Hundred Thirty Four only)+**GST+ any other Taxes as applicable**

2nd Yr. **Rs.25,134/- pm** (Rs. Twenty Five Thousand One Hundred Thirty Four only)+**GST+ any other Taxes as applicable**

4. Rate of Annual Escalation to be calculated as under :- from 3rd year to 07th year

S.No.	Passenger Growth	Annual Escalation
01	Upto 5%	5%
02.	Grater than 5% and less than or equal to 18%	10
03	Grater than 18% and less than or equal to 30%	15
04.	Grater than 30% and less than or equal to 50%	20
05	Grater than 50%	30%

Note:- Annual escalation is to be effective after completion of two years of contract.

3. In addition to above Licence fee, you will pay the Utility charges @ 10% on space rent (plus GST) for the entire contract period as per AAI rules.

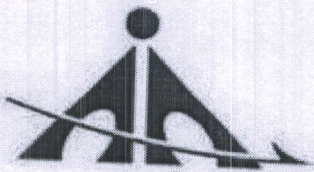
4. You will pay one month advance L/fee Rs. 30,415/- (L/fee + Utility + GST) by way of crossed Demand Drafts drawn on any nationalized/scheduled bank in favour of the "Airports Authority of India" payable at Mumbai or through RTGS.



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5. AAI shall raise bill on or before 10th of every month. The concessionaire has to make the 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.
6. You will submit a **Security Deposit** (non-interest bearing) of **Rs.2,43,320/-** (Rupees Two lakhs Forty Three Thousand Three Hundred Twenty only) equivalent to 8 months' license fee + utility charges + GST of the final year of the contract in the form of Bank Guarantee drawn on any nationalized bank in absolute favour of the AIRPORTS AUTHORITY OF INDIA **payable at Mumbai** which will be refunded on satisfactory completion of the Licence period.
7. Your Earnest Money deposit may be forfeited and you may be debarred from further participation in AAI's tender(s) for a period of (03) three years on account of non-compliance of any of the following :-
- (a) Acceptance of offer within 05 working days.
 - (b) Payment of advance Licence Fee for one month within 15 days from receipt of the award letter.
 - (c) Payment of Security Deposit of Rs.2,43,320/- (Rupees Two Lakhs Forty Three Thousand Three Hundred Twenty Only) within 15 days of receipt of the award letter.
 - (d) Execution of agreement within 30 days of receipt of the award letter.
 - (e) Handing over of site should be on or before 31st day of issuance of award letter, upon fulfillment of contract formalities to be done by you during business incubation period. If you have fails to complete the contractual formalities which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 31 day of issue of this letter.
8. Gestation period – Maximum of 60 days of gestation period or actual commencement of commercial operation, whichever is earlier, will be allowed.
9. You will pay other charges such as electricity charges, water charges etc. in addition to the licence fee. An energy meter for measurement of actual consumption of electricity will be provided by you, in the absence of which billing will be done on flat rate and payment of such bills shall be binding on you. You will remit Rs.10,000/- towards electricity deposit (refundable) and Rs.500/- towards electricity connection charges.
10. You will be required to pay all statutory taxes/levies payable to the Central/State/Local bodies, if any, as prescribed failing which AAI may exercise its option to settle the same, on licensee's behalf and recover the amount thus disbursed from the Licensee.
11. As the site of work is in the restricted area, you are required to obtain Photo Identity Card (PIC) for your staff, to be issued by BCAS, through AAI at your own expenses. Police Verification Certificates are to be obtained for all the staff to be deployed by you at this Airport. The licensee shall obtain BCAS clearance before commencement of the commercial operations of the license.
12. You will make arrangements to obtain appropriate insurance cover in respect of all properties/goods, if any, proposed to be stored or used by you at airport premises. No claim, in any respect, regarding the licensee's property/goods shall be entertained by AAI under any circumstances.



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13. You will operate the contract for minimum 50% of the total period of contract, failing which you may be debarred from participating in any tender of AAI for a minimum period of one year. If the licensee has served the notice, then the licensee is liable to pay demurrage charges. The demurrage charges will be equal to the amount of 06 months current licence fee if the termination occurs before 50% period of the original contract. The period of 6 months will be reduced to 04 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 03 months licence fee.
- 14 The licensee and his employees shall deal with all passengers/visitors with extreme courtesy and caution and any complaints from the Public about misbehavior of the licensee or his employees shall be construed as grounds for non-performance.
15. The Licensee shall not assign, transfer or sublet this licence to anyone either wholly or in part unless authorised, in writing, by the competent authority.
16. Following acts of the licensee shall be construed as grounds for non-performance, for which AAI reserves the right to terminate the licence by giving a notice of 15 days:-
- a. Non-payment / partial payment of dues.
 - b. Misbehavior with passengers/ visitors.
 - c. Indulgence of licensee's personnel in activities other than specified in the licence &
 - d. Discrimination between passengers.
17. You will be solely responsible to observe and comply with all the Labour laws and other Regulations as may be applicable to the persons engaged by you. Airports Authority of India will not be responsible in this regard in any manner. No compensation or damages or financial liability of any kind will be borne by AAI towards such manpower.
18. The licensee shall not be entitled to any reduction in the contracted licence fee in the event of any one or more airlines reducing/suspending/cancelling their flights or airport being temporarily closed or any other restriction imposed by the Airport Security or the licensee's business getting adversely affected for any other reason, whatsoever.
19. You will provide suitable uniform to the persons deployed at the Snack Bar and ensure that they remain in uniform always while on duty. You will get the colour and design of the uniform approved by the Airport Director before issuing the same to your employees. The name of the employees with caption "Airport Snack Bar" shall be displayed conspicuously on the front side of the uniform.
20. You will obtain approval of the price list of the items to be sold, in advance, and will display the same conspicuously at the Snack Bar. A complaint Register for recording the complaints and suggestions of the users will be kept at the Snack Bar which shall be produced to the Airport Director periodically for inspection. No packed and bottled items will be permitted to be sold at the Snack Bar above M.R.P.
21. The licensee shall make provision for accepting e-payments through PoS Swiping Machine / Paytm / Free Charge / BHIM App and other e-wallets.
22. You will not store, display or sell any tobacco products at the Snack Bar, unless specially permitted by the Authority. Any violations may entail levy of suitable penalty and/or termination of the license.



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23. During the currency of the Licence, if need arises due to structural changes in the Terminal Building, the Authority may direct the Licensee to shift the Snack Bar to another suitable location and in the event of such relocation the licensee shall not have any objection and the shifting to the new location will be done by him at his own cost. No compensation/rebate shall be payable by AAI in this regard.
24. The Licence can be terminated by either party, by giving 180 days notice, in writing. However, Airports Authority of India reserves the right to terminate the licence on a shorter notice of 15 days, in writing, on grounds of un-satisfactory performance or complaints from passengers/users. In such an event, you will vacate the premises and hand over peacefully the possession of the licensed premises to AAI without claiming any compensation or raising any dispute.
25. You will execute an agreement in duplicate in the prescribed format, the original being on a non-judicial stamp paper of value Rs.100/- together with two copies of passport size photograph of the signatory within 30 days of issue of this letter (specimen agreement enclosed). This award letter forms part of the licence Agreement.
26. Apart from the above, the conditions mentioned in the Tender Document as General Conditions & Special Conditions for Snack Bar shall be treated as part of the agreement.
27. If the Contractor is found to violate any of the security regulations, he will be black listed and will be subjected to other legal proceedings.
28. The period of licence shall remain **07 years (w.e.f. Commencement of the facility or completion of gestation period whichever is earlier or as per NIT condition.)** with the condition that in case of privatization / leasing out of this airport, the un expired period of licence agreement of allotment of Licence for Tea / Snack Bar at C.E. Jamnagar shall be honored by the prospective lessee / operators of such Airport instead of termination by a short notice.
29. You are required to obtain Auxiliary Service Provider Security Clearance from BCAS by applying online on www.esahaj.gov.in. A print out of online application is to be submitted with O/O Airport Director, Civil Enclave, Jamnagar. You are also required to submit the Auxiliary Service Provider Security Programme before commencement of the facility. You may contact to O/O Airport Director, C.E., Jamnagar for further details, if required.

कृपया पावति भेजे / Receipt of this letter may please be acknowledged.

धन्यवाद / Thanking you,

Encl- Draft Agreement

भवदीय,

(प्रशांत जी महेता)

सहा. प्रबंधक(मा.सं)

कृते विमानपत्तन निदेशक

प्रतिलिपि – जानकारी एवं आवश्यक कार्यवाही हेतु :-

1. क्षेत्रीय कार्यपालक निदेशक, (प.क्षे.), - ध्यानाकर्षण : श्री उप महाप्रबंधक (वाणिज्यिक), भा.वि.प्रा., मुंबई-99
2. कार्यपालक निदेशक (वाणिज्यिक), भा.वि.प्रा., नई दिल्ली -03
3. महा प्रबंधक (वित्त), भा.वि.प्रा., मुंबई -99
4. संयुक्त महा प्रबंधक (सतर्कता), भा.वि.प्रा., मुंबई -99 / 5. सहा. प्रबंधक (ए.टी.एम), भा.वि.प्रा., जामनगर – 06

**HANDING / TAKING OVER NOTE TO BE PREPARED BY
DEPARTMENT OF COMMERCIAL**

1. Concession / License name : Tea / Snack Bar
2. Name of Licensee : M/s. Boomerang Restaurant & Bar
Hyderabad
3. Award Letter No. & Date : AAI/ Jam / R-3 / Snack Bar / 2021-22/ 92-97
dtd. 28.12.2021
4. Agreed date of signing of Agreement : Yet To be signed
5. Particulars of payment of (i) advance : NEFT/RTGS – SBI-0000033964986659
Licence Fee; (ii) Security Deposit S.D. Rs. 243320/- + 10000/-
Advance L/fee Rs.30, 415/-
6. Particular of site demarcated on : 9.5741 Sq.M
Aerodrome grid map/building map
and measured.
7. Date of Handing/Taking over of site : 27. 01.2022
8. Area and location of site handed over - Sketch Enclosed

Signature of P. G. Mehta
HOD Commercial

Handing Over

प्रशांत जी. महेता / PRASHANT G. MEHTA

सहा. प्रबंधक (मा.सं.) / ASST. MGR (HR)

Name वि.प्रा., जामनगर / A.A.I., JAMNAGAR

Designation _____
(with seal)

Signature of _____
Licensee

Name BOOMERANG RESTAURANT & BAR

Designation _____
(with seal) Proprietor

Witness : 1) Manikanta Goud
2) KARAMTA HAMIR