



संदर्भ सं / Ref. No. AAI/RV/08/SnackBar-SHA/21/

दिनांक / Date: 01.09.2021

2695-2702

To

M/s. Boomerang Restaurant & Bar
17-1-383/IP/3,
Indraprastha Colony,
Near Ratnadeep, Saidabad,
Hyderabad - 500059.

**Sub: License for Operating Snack Bar Counter Inside SHA at
Rajahmundry Airport - Revised - Reg.**

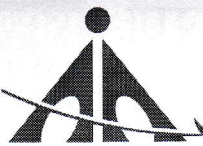
**Ref: 1. E-NIT No. 2021_AAI_83363_1, dated 28.07.2021.
2. Your technical bid opened on 18.08.2021.
3. Your financial bid opened on 24.08.2021.**

Sir,

1. Reference may please be made to your participation in the tender against the E-NIT for **License for Operating Snack Bar Counter Inside SHA at Rajahmundry Airport - Award of contract - Reg.**

2. We are pleased to award license for **Operating Snack Bar Counter Inside SHA at Rajahmundry Airport** for a period of **Seven (07) years** on the following terms & conditions:

a)	License for	Operating Snack Bar Counter Inside SHA
b)	Area and Location	10.5 square meters inside SHA.
c)	Period of License	Seven (07) years from the date of commencement of operations or completion of 120 days of gestation period from the date of handing over of the site whichever is earlier.
d)	License fee	Rs. 1,21,011/- (Rupees One Lakh Twenty-One Thousand Eleven Only) per month plus 10% on space rent as Utility/CAM charges and applicable GST.
e)	GST	Payable as applicable from time to time. The present rate of GST is @ 18%.
f)	Utility charges	The agency has to pay Utility/CAM charges @ 10% on space rental charges in addition to the license fee.
g)	Electricity charges	Electricity charges are to be paid every month as per consumption and the tariff fixed by AAI from time to time. Presently the charges per unit is Rs.9.30/-
h)	Security Deposit	Security Deposit equivalent to 8 months of (license fee + conservancy charges @ 10% on space rental charges) is



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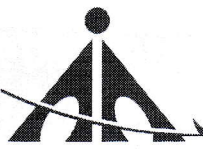
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		required to be deposited within 15 days from the date of issue of this letter in the form of DD/NEFT/RTGS/Bank Guarantee from a Nationalised/Scheduled Bank (Bank Guarantee from co-operative banks, even scheduled co-operative banks shall not be acceptable). The amount is Rs. 9,76,488/- (Rupees Nine Lakh Seventy-Six Thousand Four Hundred and Eighty-Eight only) (Rs.1,21,011/-+Rs. 1,050/-)x8=Rs.1,22,061/-X 8=Rs. 9,76,488/-
i)	Security deposit - Electricity charges	An advance of Rs.72,607/- (5% on total license fee per annum) is required to be deposited towards electricity charges within 15 days from the date of issue of this letter in the form of DD/NEFT/RTGS/Bank Guarantee from a Nationalised/Scheduled Bank (Bank Guarantee from co-operative banks, even scheduled co-operative banks shall not be acceptable).
j)	Advance license fee	One-month advance license fee of Rs. 1,44,032/- (Rupees One Lakh Forty-Four Thousand Thirty-Two Only) including Utility Charges @ 10% and GST @18% to be paid in advance within 15 days from the date of issue of this letter in the form of DD/NEFT/RTGS only.
k)	Gestation Period	Maximum 120 days from the date of handing over of the site. The billing will start from the date of commencement of operations or completion of 120 days of gestation period from the date of handing over of the site whichever is earlier

3. An Agreement is to be executed as per the format attached herewith on a non-judicial stamp paper of the value of Rs.100/- by the authorized signatory of M/s. Boomerang Restaurant & Bar. Passport size photographs of the authorized signatory should also be affixed on the agreement. The agreement should be **executed within 15 days from the date of issue of this award letter.**

4. A Security Deposit of **Rs. 9,76,488/-**, One Month Advance License fee of **Rs.1,42,793/-** and Electricity Deposit of **Rs.72,607/-** should be paid to AAI. No interest shall be payable on the security deposit and electricity deposit.

5. License Fees shall be subject to annual compound escalation @ 10% for subsequent years. The first annual escalation will be applicable after completion of one year + 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.



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6. The joint measurement of the area / facility is required to be conducted by AAI and the licensee within 15 days from the date of issue of award letter. This shall form part of the agreement. If the party fails to depute any authorized representative for the measurement within 15 days, then AAI representative will carry out the measurement and inform the party accordingly that the same shall be part of the agreement and binding.

7. It may be noted, the party shall be debarred for a period of one year from participating in AAI tenders on account of non-completion of the following formalities:

- (i) **Acceptance of this award within 07 days from the date of issue of this award letter.**
- (ii) **Payment of Security Deposit towards License Fee, Deposit towards electricity charges and one month Advance License Fee within 15 days from the date of issue of this letter as mentioned in para-4 above.**
- (iii) **Execution of Agreement within 15 days from the date of issue of this award letter.**

8. The license can be terminated by giving **180 days' notice in writing from either side** without assigning any reason. However, the license can be terminated by AAI on a short notice on account of unsatisfactory performance. In case the licensee serves the notice, then the licensee is liable to pay demurrage charges as per the Exit Clause in the NIT document. The licensee shall be debarred from participating in any tender in AAI for a minimum period of one year in case the licensee does not operate the contract for 50% of the total contract period.

9. 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.

In case of Central / State Govt. and their PSUs:

Interest on delayed payment at the rate of 6% 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 12% per annum shall be charged from the due date, for entire delay period.



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10. Other Terms & Conditions:

- a) The licensee shall be required to obtain all clearances required for operating the said facility from the concerned authorities. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS through <http://e-sahaj.gov.in/esahajmoca> or any other way or any other regulatory agency as required, before starting the business at AAI Airport
- b) The licensee shall not unless with the written consent as aforesaid assign or transfer the license or any part thereof.
- c) No soliciting or canvassing of the business shall be done by the licensee.
- d) It is responsibility of the Licensee to obtain proper insurance coverage for the properties and goods to be stored or used in the licensed premises.
- e) The licensee shall ensure compliance of labour laws such as registration with PF, ESI and payment of minimum wage and bonus etc. and should also ensure compliance of contract labour provisions.
- f) Issuance of Airport Entry Pass shall be as per BCAS guidelines and the charges, if any, shall be borne by the licensee.
- g) Any disputes arising out of this license, the decision of AAI in the matter shall be final and binding.
- h) The licensee shall also abide all the terms & conditions and rules/regulations of AAI, BCAS, AP-SPF and any other regulatory agencies as may be enforced from time to time with respect to Airport Security operation.
- i) The Licensee shall use the premises for the bonafide purpose, for which the license is awarded and for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
- j) The Licensee shall not erect or display any advertisement or signboard except after obtaining the prior approval in writing of the Authority.
- k) The licensee shall display only the name of his firm as per the dimensions determined by AAI, on the premises allotted.
- l) The licensee shall make his own arrangements for installation of electricity meter and should pay the electricity as per consumption



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m) The licensee shall maintain the allotted premises clean and tidy.

11. All the conditions mentioned in the Notice Inviting Tender, General Terms & Conditions and Special Terms & Conditions are in toto part & parcel of this award letter.

12. If the above offer and terms & conditions are acceptable to you, please convey your acceptance within 07 days of issue of this award letter, by signing and returning the photocopy of the award letter as a token of acceptance and complete the formalities mentioned in para-3 to para-7 in order to commence commercial operation of the said license.

Please acknowledge the receipt of this allotment letter.

Encl: As above.

Yours faithfully


(MANOJ KUMAR NAYAK)
AIRPORT DIRECTOR
RAJAHMUNDRY AIRPORT

Copy to:

1. The General Manager (Comml.), AAI, SR, Chennai-27.
2. The General Manager (Finance), AAI, SR, Chennai-27.

Internal

1. Asst. General Manager (Engg. - Electrical), Rajahmundry Airport.
2. Asst. General Manager (Engg. - Civil), Rajahmundry Airport.
3. In- Charge, Airport Operations, Rajahmundry Airport.
4. Manager (Finance), Rajahmundry Airport.
5. In - charge, AP-SPF, Rajahmundry Airport.