



भारतीय विमानपत्तन प्राधिकरण

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

No. AAI/SXR/Comm1/347/F&B SHA/ 890.

Date: 09/11/2021

To,

By Speed Post/E mail

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

Subject: Letter of Award (LOA) for the License for Food & Beverages Outlets in SHA First Floor at Srinagar International Airport, Srinagar.

Madam,

Please refer to the E-tender submitted by you (for the E-bid No. 2021_AAI_88434_1) through the NIC CPP portal for the subject facility at Srinagar International Airport, the technical bid for which was opened on 27/09/2021 and the subsequently the financial bid was opened on 05/11/2021 for the technically qualified bidders. The Competent Authority is pleased to grant you the referred License on the following Terms & Conditions: -

Terms and Conditions:

1. Description of Facility:

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

2. Location and Space/Area (in Sqm/Sqft):

AREA ALLOTTED:

1. One outlet of Indian snacks (7 sqm),
2. one outlet of Continental snacks (7 sqm),
3. one outlet of Sweets & Ice-cream (7 sqm) and
4. one outlet of Packed meals and rice items (13 sqm) in SHA F/F
i.e. total 34 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 four F&B Outlets in SHA F/F at Srinagar International Airport

Note: The locations mentioned above are tentative and in case of non-availability of the same, alternate nearby location shall be offered which shall be binding on the licensee without any protest or demur.

3. **Period of License:** The period of licence shall be for Six (06) months further extendable up to three (03) months or commencement of regular Master Concession for F&B, whichever is earlier, unless terminated earlier on account of following:

- a. By giving 30 days' notice in writing from either side without assigning any reason.
 - b. Terminated by AAI on a short notice on account of un-satisfactory performance.
 - c. Termination of expiry of the specified time period allotted for unresolved internal dispute resolution.
 - d. Termination for regulatory / legislative or supervisory requirements.
4. **License Fee:** During the license period, the licensee shall pay to the Authority every month in advance, by way of licence fee and applicable charges and taxes on or before 25th day of English calendar month as under: -

Period	Monthly License Fee (INR) excluding CAM/utility/GST
1 st year	Rs 15,35,786.00 pm + Utility and other charges along with GST

5. **Rate of Escalation:**

- a. Due to short-term nature of license, escalation in license fee is not applicable.
- b. If required, License Fees shall be subject to annual escalation of 10% or as per AAI policy in vogue from time to time.

6. **Business Incubation Period:** As per NIT.

7. **Gestation Period:**

- a. Gestation period of 15 Days, reckoned from the date of handing over of 01 (one) site (Sr. no 04) shall be permissible. (Not in occupation by the licensee i.e. new site).
- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favor of the existing licensee in the same place (i.e. same area as well as location).

Therefore, for 03 sites (Sr. 01 to 03) no gestation is permitted.

However,

- i. where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
- ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/ incremental area shall be started after expiry of gestation period.

You are required to procure all Applicable Permits/Licenses under applicable Laws including BCAS security clearance, which are required to perform the License and submit copies thereof to Authority, within this period. No extension of gestation period on any reason whatsoever will be granted.

8. **Space Rent (if applicable):** A/C area space rent is Rs1250/- psqm p.m. and space rent for non-A/C area (if applicable) is Rs 830 /- psqm p.m., which is subject to annual compound escalation as mentioned in NIT.

[Signature]
19/11/21

9. **Other Charges:**

- CAM (Common Area Maintenance) charges: As per the tender provisions.
- Utility /Facilitation charges: As per the tender provisions.
- Electricity and Water: As per the tender provisions.
- GST or any other tax levied by State / Central Govt. as applicable from time to time will be extra.

10. **Advance License Fee:** You are required to pay one-month Licence Fee in advance (by RTGS/NEFT), of Rs. 18,17,242/-, as per the details below:

Particulars	Amount (Rs.)
Monthly License Fee	Rs 15,35,786/-
CAM/Utility/Facilitation Charges	Rs. 4,250/-
Sub Total	Rs. 15,40,036/-
GST @18% on above	Rs. 2,77,206/-
Total	Rs. 18,17,242/-

Security Deposit: The performance security deposit amounting to Rs 54,52,000/- (Rupees Fifty Four Lakh Fifty Two thousand only) equivalent to 03 (Three) months quoted licence fee shall be deposited in the form Demand Draft /Bank Guarantee from any Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in the absolute favour of Airports Authority of India, Srinagar Airport. The Bank Guarantee should be valid for the entire period of license plus Six (06) months. No interest is payable on performance security deposit by AAI. The amount has been arrived at as follows:

Particulars	Amount (Rs.)
License Fee (during first year of the concession) including utility and other taxes	Rs. 18,17,242 x 3 months = Rs. 54,51,727/-
Total (rounded off to next thousand)	Rs. 54,52,000/-

The SD amount equivalent to 01 month concession fee to be submitted in the form of BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, will not be accepted) and balance 02 months equivalent concession fee by way of NEFT/RTGS or DD/PO.

Thus SD shall be furnished as under :

- By NEFT/RTGS : Rs. 36,34,667/- (02 months)
 - Through Bank Guarantee : Rs. 18,17,333/- (01 month)
- Total** : Rs. 54,52,000/-

11. **Security Deposit towards utility/electricity Charges:** The utility/electricity security deposit amounting to Rs. 10,00,000/- (Rupees Ten lakh only) for electricity charges shall be deposited by you to AAI in addition to the above security deposit in absolute favour of Srinagar Intl. Airport, Srinagar in the form of Bank Guarantee/DD/Pay Order/NEFT/RTGS. No interest is payable on security deposit by AAI. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

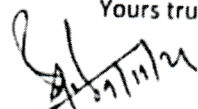
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12. **License Agreement:** You shall have to enter into an Agreement on Non-judicial stamp paper (of appropriate value/ Rs.100) within 07 (Seven) days from the date of issue of this award letter.
13. **BCAS Clearance:** You have to obtain all necessary Security Clearance from BCAS/any other regulatory agency as required (as applicable), within the Gestation Period. You are required to login and apply in 'e-Sahaj' portal within 05 (Five) days from the date of award letter. The required documents for security clearance are to be submitted to this Office within 10 (Seven) days from the date of award letter. No extension of Gestation Period, on account of non-receipt of BCAS clearance will be given.
14. **Airport Entry Pass:** Work Permits will be issued to your legitimate workers for construction/fabrication of counters/kiosks etc., on submission request along-with valid documents as per BCAS requirement, subject to verification. Airport Entry Pass (AEP) will be issued to your legitimate staff on submission of request along-with valid documents, subject to verification. Mere submission of request will not entail you for the issue of AEP/Worker Permits. The fees for issuance of Airport Entry Permits/Passes payable to BCAS/appropriate authorities shall be borne by the licensee.
15. **Layout Plan:** You have to submit the layout plan of the outlets with detailed drawings and get them approved by the concerned Departments of AAI, before execution of work.
16. **Electric Load:** You have to submit the electrical load requirements and electrical fittings layout of the counters/kiosks and get them approved by the concerned Departments of AAI, before execution of the works.
17. **Single Point of Contact (SPOC):** The Commercial Department will act as the SPOC for obtaining all internal permits, remittance of SD/License Fee and execution of License Agreement.
18. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) / e tender(s) for a period of one (01) year, on account on non-completion of the following:
- a) Acceptance of the offer within one (01) day by submitting a duplicate copy of this LoA, duly signed by the Bidder/Authorised Signatory from the date of issuance of the award letter addressed to the party.
 - b. Payment of advance license fee for one month within 07 days from the date of issuance of the award letter.
 - c) Payment of Security Deposit within 07 days from the date of issuance of award letter.
 - d. Payment towards security deposit in respect of electricity charges within 07 days from the date of issuance of award letter.
 - e) Execution of the Agreement within 07 days from the date of issuance of award letter (on Stamp Paper of appropriate value, related costs to be borne by the licensee).
 - f) Commencement of the facility within gestation period (for site no 4) and sites marked as 01 to 03 shall be taken commenced as per terms & conditions of this award letter from the date of issuance.


09/11/21

19. This Letter of Award (LoA)/revised LoA (if any), its acceptance, the NIT documents and its corrigenda (as applicable) will for part and parcel of the License Agreement. This is issued with the approval of the Competent Authority.

Yours truly,



(Anurag Sharma)

Sr. Manager (Comml.)

For Airport Director

Srinagar International Airport

Encl: Annex.-I: Schedule of Premises

Copy to: **The Executive Director (Comml), CHQ, AAI, New Delhi-** for kind information please.
 The Regional Executive Director -NR, New Delhi- for kind information please.

Internal: PS to APD Srinagar

All concerned.

Annexure-I: Schedule of Premises

License for running F&B Outlets at Srinagar International Airport

1. One outlet of Indian snacks (7 sqm),
2. one outlet of Continental snacks (7 sqm),
3. one outlet of Sweets & Ice-cream (7 sqm) and
4. one outlet of Packed meals and rice items (13 sqm) in SHA F/F
i.e. total 34 sqm or as decided by AAI.

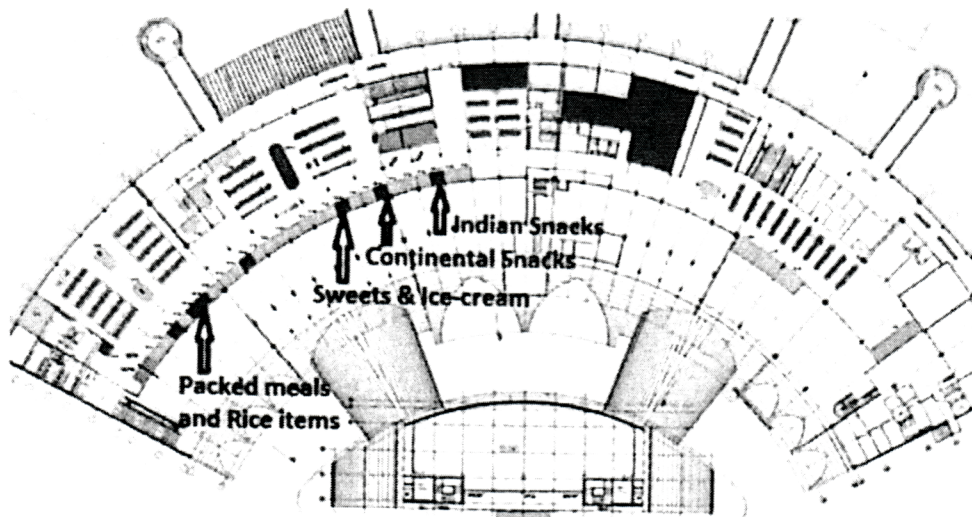
2. LOCATION: SHA First Floor inside terminal building at Srinagar International Airport, or at the discretion of AAI.

1. Location Layout: As below:-

SP
20/11/21

PROPOSED LEVEL 01-DOMESTIC

AIRSIDE



DEPARTURE

- 1.
- 2.
- 3.

- LOUNGE
- TRAVEL SERVICES
- F & B
- KITCHEN
- ART RETAIL /GALLERY
- SEATING
- EXPERIENTIAL KIOSKS
- DUTY FREE

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09/11/21