



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



Award Letter

No. AAI/JSG/Comml/DPLS/2022-23/

Dt. 01.12.2022

To,

Himalaya Traders
G-2/119, A – Gulmohar Colony, Trilanga,
Bhopal,
Madhya Pradesh – 462039.

Sub: - Award of License for Duty Paid Liquor Shop at VSS Airport, Jharsuguda.

Sir,

Reference may please be made vide E-Tender ID: 2022_AAI_115831_1 dated 13.05.2022 on the above-mentioned subject which you are participated. In this context the Competent Authority is pleased to allot the space for **Duty Paid Liquor Shop at V.S.S Airport, Jharsuguda** as mentioned below on the following terms and conditions:

Sl. No.	Space allotted for	Area	Rate	Location
1.	Duty Paid Liquor Shop	39 Sq.mt.	@ Rs.70,000/- p.m. License Fee. OR As per the Quoted rate per hundred domestic arriving passenger p.m. whichever is higher + Utility Charges & other applicable charges & GST	Domestic Arrival Hall inside terminal building.

1. **Commencement of contract Period:** The contract shall be deemed to have commenced from actual date commencement of commercial operations or after completion of gestation period of 90 days, whichever is earlier.

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2. **Business Incubation Period:** Business Incubation Period shall mean a period of **30 (Thirty) Days** from the date of issuance of Letter of Intent to Award (LOIA) to the selected bidder. The selected bidder will be under obligation to complete all the formalities/conditions of award as specified in the LOIA.

3. **Handing Over of Sites:**

- Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.
- If the selected bidder fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on **31st** day of issuance of LOIA 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.

4. **Period of contract:** It shall be valid for Five (05)-Years.

5. **License fee:** The license fee will be Rs. 70,000/- (Rupees Seventy Thousand only) per month OR as per the quoted rate per hundred domestic arriving passengers, whichever is higher. License fees shall be subject to annual escalation as per NIT. In addition to license fee other applicable taxes, levies (at the applicable rates from time to time) & electricity charges (actual consumption) at the prevailing rates shall also be payable by the licensee. Utility charges @ 10% of the prevailing space rent also be chargeable extra. The prevailing space rent for FY: 2022-23 is Rs. 1000/- per sq.mt per month. First annual space rent escalation of 7.5% will be applicable w.e.f. 01.04.2025.

License Fee at the above-mentioned rates per month will be as follows:

License fee for the space	Rs. 70,000.00/- OR Rs. 900.04/- per hundred domestic arriving passengers whichever is higher.
Utility Charges @10% of Space Rent only (39 sq.mt. x @Rs.1000 p.m. x 10%) p.m.	Rs. 3,900.00
GST @ 18%	Rs. 13,302.00
Grand T O T A L	Rs. 87,202.00

(Rupees Eighty-Seven Thousand Two Hundred Two only)

A. Payment of advance license fee as stated above for one month is to be done **within 15 days** from the date of issuance of the award letter.



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B. Security Deposit: The licensee shall deposit Security Deposit i.e. **Rs.6,14,922 /-** (Rupees Six Lakh Fourteen Thousand Nine Hundred Twenty-Two only) (equivalent to Six Months License fee of 5th year) excluding G.S.T. Payment of Security Deposit should be made **within 15 days from the date of issuance of award letter**. The SD amount to be furnished in the form of Bank Guarantee only to be issued by a Nationalized / Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable). The Bank Guarantee should be valid for the entire period of license plus 180 days from the date of expiry of contract. **There will be No interest will be payable by AAI on SD amount. This security deposit will be reimbursed after 6 months of completion of this contract.**

C. The licensee shall also provide interest free Security Deposit of Rs.61,492.00/- in respect of electricity charges in the form of BG/DD/PO/RTGS/NEFT in favour of AAI **within 15 days from the date of issuance of award letter**. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

6. Total Amount payable: The licensee shall deposit the total amount within 15 days from the date of issuance of award letter of **Rs. 7,63,616/-** (87,202 + 6,14,922 + 61,492) (Rupees Seven Lakhs Sixty-Three Thousand Six Hundred Sixteen only).

7. Charges on Electricity/water: In addition to Space rent, the Licensee shall have to pay the charges for electricity and water on actual consumption basis wherever provided by AAI. Moreover, the Licensee shall also pay conservancy and other local charges, if any, as decided by the AAI. After signing of agreement, you have to contact concerned engineers (elect/civil) for Electricity and water requirements.

8. Acceptance of award: The licensee should convey the acceptance within 7 days by signing and returning of the duplicate copy.

9. Delayed Payment: The Licensee shall pay the space rent and other charges by way of Demand Draft/NEFT/RTGS etc. from a Nationalized /scheduled Bank in absolute favour of Airports Authority of India, payable at Jharsuguda. The licensee 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 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.

10. Agreement:

- (a) The Licensee shall have to execute necessary agreement in prescribed form in respect of the above space on non-judicial stamp paper of value Rs.100.00 or as per applicable state laws and duly notarized and submit to Airport Director, Jharsuguda office in duplicate within 15 days of issue of this letter.
- (b) A joint measurement of the area should be conducted by AAI and the Licensee within 15 days from the date of the award letter. If the licensee fails to depute any authorized



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- representative for the measurement within 15 days, then AAI representative may conduct the measurement and inform the party that the same will be forming part of agreement and will be binding.
- (c) The contract shall be deemed to have commenced from actual commencement of commercial operations or after completion of gestation period of 90 days, whichever is earlier. The licensee is bound to pay the contract value from this date even if the facility has not been taken over. The contract remains voidable in the hands of AAI if the allottee fails to complete the set of formalities within the prescribed time.
- (d) That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in "Laws".
- (e) Commencement of the facility shall start within gestation period.
- (f) Consumption of liquor will not be permitted within the shop premises.
- (g) The Licensee shall be permitted to sale Foreign Made Foreign Liquor (FMFL), Premium Indian Made Foreign Liquor (IMFL) all types of Wines or as stipulated in the respective State Govt. policy in which the airport is located.
- (h) All policy of State Govt., where the airport is located, shall be followed.
- (i) That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority.
11. Before commencement of commercial operation, the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
12. The Licensee shall not make any structural addition or alternation in allotted space without the approval in writing of AAI.
13. The Licensee shall at all-time comply with all safety requirements for storage of inflammable materials.
14. This award letter is part & parcel of the license Agreement.
15. The Details for deposition of License fee etc. through NEFT/RTGS is as follows:
Name of Bank: State Bank of India
Branch: Jharsuguda
IFSC code: SBIN0000238
Beneficiary Name: Airports Authority of India
Account number: 11346746023
16. The Licensee shall abide by all the rules and regulation of Labour Laws applicable from time to time



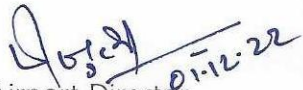
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17. Airport Entry Passes will be issued as per guidelines of BCAS on payment of applicable charges by the licensee.
18. The Licensee shall maintain at his own cost all the electric fittings, installations provided by AAI and such other electric equipment including Fire Alarm System as may be provided by the Authority in the said premises or as may hereafter be provided by the said Authority in the said premises.
19. The Licensee shall not use the premises for any purpose other than that for which the licensee has been granted. The Licensee shall not erect or display any other type of advertisement or signboards upon the said premises without prior permission in writing from the Authority.
20. The Licensee is also requested to intimate the names of the persons to be employed for the said licensee before commencement of the licensee.
21. The Licensee will receive the premises as is where is basis. The Extra wiring/illumination requirements, additional power points will be borne by the Licensee only with prior intimation to AAI & after obtaining approval in writing from AAI.
22. The licensee cannot carry out any other business from the allotted space except for the contract awarded, if found, license will be terminated & penalty will be charged.
23. The license can be terminated on account of following:
 - (a) By giving 120 days' notice in writing form the either side without assigning any reason.
 - (b) Terminated by AAI on short notice on account of unsatisfactory performance by the licensee.
 - (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
24. In addition to the above, all other terms and conditions of Tender Documents/NIT are also applicable and will be part of award letter and agreement.

If the above offer is acceptable to you, you are advised to communicate the acceptance of offer within 07 days from the date of issue of award letter.

Yours faithfully,


Airport Director
AAI, VSS Airport, Jharsuguda