



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/SSFJBC/AWARD/2210

Date 28.10.2022

To,
M/s Naz Biryani House.
Sharma Complex,
Main Road Bagdogra,
P.O. Bagdogra, Dist.
Darjeeling, Pin-734014.

Sub: Award of License for Snacks, Sweets, Fruit Juice and Beverages counter at City side of Bagdogra Airport.

Ref: E-bid no. 2022_AAI_124118_1 dated 29.07.2022.

Sir,

Reference may please be made to Tender Notice No. AAI/BD/COMML/SNACKS AND SWEETS dated 29.07.2022 and E-bid no. 2022_AAI_124118_1 for the subject facility at Bagdogra Airport. The Competent Authority is pleased to award the license of **Snacks, Sweets, Fruit Juice and Beverages counter** at city side of Bagdogra Airport to **M/s. NAZ Biryani House** subject to following terms and conditions.

1. The period of licence shall be for **05 (five) years** from the date of commencement of contract.
2. The total area of the counter is **4.082 sqm.** In addition to the license fee, the licensee is also liable to pay utility facilitation charges @ 10% of notified normal space rent of Rs.890/- per sqm per month. Such charges shall be paid within the date(s) specified by AAI. The Space rent/utility/facilitation charges/CAM charges are subject to annual escalation of 7.5% or as may be decided by AAI from time to time.
3. All applicable Government taxes including GST (presently at the rate of 18%) or at the rates declare by Government of India or State Government from time to time shall also be payable by the agency.
4. License fee for the contract is **Rs.2,59,000/- (Rupees Two lakh Fifty Nine Thousand only)** per month plus applicable taxes. Annual escalation would be as per tender conditions.
5. **Rate of Escalation:**

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

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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 year + six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).
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 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.
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:
- Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
 - If the licensee fails to complete the conditions of award which are prerequisite for handing over of site, then the gestation period will be deemed to have commenced on **16th 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.
 - In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7th day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.
10. Gestation period:


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Gestation period of **60 Days**, reckoned from the date of handing over of sites shall be permissible.

11. It may be noted that 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.2,59,000/-** plus 18% GST i.e. **Rs.3,05,620/-(Rupees Three Lakh Five Thousand Six Hundred Twenty 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 6 months equivalent Concession fee of the First (01st) year i.e. **Rs.18,33,720/-(Rupees Eighteen Lakh Thirty Three Thousand Seven Hundred Twenty 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.2,68,475/- (Rupees Two Lakh Sixty Eight Thousand Four Hundred Seventy Five 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).

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. The notice period towards termination of contract will be as per NIT conditions.

14. 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 conditions and after execution of separate agreement on Rs. 100/- (Rupees hundred only) for Licence and other conditions as mentioned in the NIT.

15. **NOC/Approval plan:** The party is requested to apply to AAI for NOC/Approval with acceptance letter towards layout plan.

16. 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 option to settle, on licensees behalf and recover the amount thus disbursed from


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licensee. No claim in any respect regarding his property/goods shall be entertained AAI.

17. 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.
18. 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.
19. 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.
20. 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.
21. The licensee shall not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
22. 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.
23. 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.
24. 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.
25. Licensee may be required to change the location as and when desired by AAI without any protest/demur and at his own cost.
26. 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.
27. 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 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.
28. The design of the structures of the submitted to the Airport Director, Bagdogra.


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29. 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.
30. The licensee shall display the signage as per the approved design. No deviation in the design of the signage shall be allowed.
31. This award letter is part of the licence Agreement.
32. All other terms and conditions mentioned in NIT documents accepted by you shall be applicable.

Please acknowledge the receipt of the letter.

Yours faithfully,

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SUBHARAJ MAITRA
AM(Comm)
For Airport Director

सहायक प्रबंधक (वाणिज्य)/Asst. Manager (Comm)
कृते विमानपत्तन निदेशक/For Airport Director
बागडोगरा विमानपत्तन/Bagdogra Airport

Signature Not Verified

Digitally signed by SUBHARAJ MAITRA
Date: 2023.01.09 17:10:25 IST 5
Location: eProcurement System for Central
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