



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

वारा/वाणिज्य-254/2024/2148-54

दिनांक : 19.03.2024

सेवा में,

मेसर्स उत्कर्ष इंटरप्राइजेस,
कैथौली, पिंडरा,
वाराणसी - 221006

विषय:- एएआई आवासीय कॉलोनी एलबीएसआई हवाई अड्डे, वाराणसी के पास, पुराने पावर हाउस में स्टाफ कैंटीन के संचालन के लिए लाइसेंस देने का आशय पत्र।

Subject: Letter of intent to award the License for Staff Canteen at Old Power House, Near AAI Residential Colony LBSI Airport, Varanasi.

Dear Sir,

Please refer to tender dated 19.01.2024 regarding aforesaid license.

In this regard it is intimated to you that your offer of **Rs. 1,001/- (Rupees One Thousand One only)** plus applicable taxes and charges per month for the license of **Staff Canteen** at Old Power House Near AAI Residential Colony at LBSI Airport, Varanasi has been accepted by the competent authority at the following terms & conditions:-

1. The License is for **03 (Three) years** from the date of commencement of the facility, subject to the following.
 - i. Payment of License fee of **Rs. 1,001/- (Rupees One Thousand One Only)** plus Utility Charges plus applicable taxes and charges at the rate(s) notified from time to time per month.
 - ii. All charges towards consumption of Electricity and Water as may be notified by the Authority and at the rate(s) notified from time to time.

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Philip C...
19/03/2024

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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.

2. You are to make the payment in advance of **Rs. 1,182/- [License Fee : 1,001/- plus GST @18% Rs. 181/-] (Rupees One Thousand One Hundred Eighty Two only)** as one month advance license fee and is payable in the form of Demand Draft/RTGS in the name of Airports Authority of India payable at Varanasi within **07 days** from the date of issue of this award letter. For subsequent month the amount is payable within 10th day of every month. Payment through RTGS is also acceptable within stipulated date referred above.
3. (i) That the licensee shall deposit a sum of Rs. **Rs. 4,728/- (Rupees Four Thousand Seven Hundred twenty Eight only)** an amount equal to 04 (four) months License Fee of first year in the form of Demand Draft/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, Varanasi Airport within **15 days** from the date of issue of award letter. SD submitted in the form of Bank Guarantee only to be issued by Scheduled Bank having a validity period of 180 days from the date of expiry of contract. However, BG from Cooperative bank even if scheduled or in the form of FDR will not be accepted. In the event of the licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeit as aforesaid, to him, without interest.

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ii. The licensee shall also deposit the amount of **Rs. 10,000/- (Rupees Ten Thousand Only)** as Security Deposit in form of Demand Draft/RTGS in favour of Airports Authority of India payable at Varanasi within **15 days** from the date of issue of award letter towards electricity charges, etc.

iii. Total Security Deposit to be submitted by licensee as per clause 3(i) & 3(ii) above is **Rs. 14,728/- (Fourteen Thousand Seven Hundred Twenty Eight Only)**.

Goods and Service Tax is liable to be paid by licensee as per prevailing rate by Govt. of India from time to time.

[Note:-

iii. No interest is payable on Security Deposit. In case of Bank Guarantee the same should be valid for a period of **06 months** from the expiry of contract.

iv. Following are the details of Bank for e-payment to AAI :-

Bank	:	State Bank of India
Branch	:	Air Cargo Complex, Babatpur
IFSC Code	:	SBIN0002512
Beneficiary Name	:	Airports Authority of India, Varanasi Airport
A/C No.	:	30141204943
Email	:	comml.vns@aai.aero, coml_vns@refiffmail.com

v. E-mail id where the bills may be forwarded may be specified.]

4. You have to submit the License Agreement (on Stamp Paper of appropriate value as per law, related costs to be borne by the licensee) within **07 days** from the date of issue of this letter.
5. The license for the said facility will be terminated by giving **60 days** notice in writing from either side without assigning any reason. The license may be terminated by AAI on a short notice on account of unsatisfactory performance.
6. If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particulars or otherwise then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAI.

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Exponential penalty on licensee @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period in addition and without prejudice to other recourses.

7. Gestation period of **30 days** will start from the date of handover of site to you (i.e. after the vacation of the site by the current licensee). The process of handover of site and commencement of gestation period will be governed by clause 8 of the Notice Inviting Tender. The **15 days** business incubation period wherein the awardee is to complete all the formalities like returning a signed copy of this letter, payment of advance license fees, submission of BG/SD etc.) commences from the date of issue of this award letter. License fee shall be payable from **31st day** of commencement of Gestation Period or actual date of commencement of business, whichever is earlier
8. You are liable to obtain proper Insurance Coverage for the properties/goods to be stored or used in the licensed premises.
9. The meter for electricity to be installed by licensee shall first be submitted to Engineering (Electrical) along with the calibration/test report of the manufacturer of the meter.
10. Unauthorized tapping of electricity from the outlets provided at the terminal building and elsewhere will be disconnected upon noticing it and for such unauthorized electricity use, it is proposed to implement a fine per instance of tapping on the agency concerned.
11. That the Licensee undertakes to pay the full amount of licensee fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even if he/they have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.
12. You are required to comply with all security/safety, healthy & hygienic requirements as applicable etc.

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13. You have to file the security program on the prescribed format with BCAS and Airport Director for approval from BCAS. You have to file for security clearance of your agency as per Bureau of Civil Aviation Security and Govt. Of India norms. It is mandatory to complete Bureau of Civil Aviation Security mandated formalities for start of business at the Airport.

14. This award letter, its conditions including all other E-tender document and its conditions/clauses, letters by this office shall form part of the agreement and are binding on both the parties.

Party should convey the acceptance along with copy of signed award letter (signed by the licensee) within **07 days** of issue of the award letter, failing which the EMD deposited by the licensee will be forfeited and party will be debarred from participating in AAI tender as per tender conditions.

भवदीय,

शशांक
19/03/24

(शशांक शेखर सिंह)

सहायक प्रबंधक (वाणिज्य)

कृते निदेशक विमानपत्तन

प्रति : क्षेत्रीय कार्यपालक निदेशक, उत्तरी क्षेत्र, भा०वि०प्रा०, परिचालन कार्यालय परिसर, गुरुग्राम रोड, रंगपुरी, नई दिल्ली [ध्यानार्थ : संयुक्त महाप्रबंधक (वाणिज्यिक)]

शशांक
19/03/24

(शशांक शेखर सिंह)

सहायक प्रबंधक (वाणिज्य)

कृते निदेशक विमानपत्तन

आंतरिक : संयुक्त महाप्रबंधक (विद्युत), उपमहाप्रबंधक (वित्त), उपमहाप्रबंधक (सिविल), वरिष्ठ प्रबंधक (सुरक्षा), वरिष्ठ प्रबंधक (प्रचालन)

Received.

Dilip Gaur
19/03/2024

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SPECIAL TERMS & CONDITIONS

I. The charges towards consumptions of Electricity and Water shall be borne by the Licensee on actuals as per electricity per unit charges.

1. The staff canteen and Vending machine have to be kept operative during the operational hours by the Licensee, as informed from time to time.
2. The agency may be permitted to introduce new items in the following menu list during the contract period. The rates of such new items may be decided by the AAI committee. The menu list will be as follows:

Sl. No.	ITEMS	UNIT	MEASURE	RATE (in Rs.) For AAI Staff (Contractual/Regular) and CISF only)	RATE (in Rs. For all other staff including Airlines, GHA
1	Regular Tea	150 ml	Per Cup	10/-	15/-
2	Special Tea	150 ml	Per Cup	15/-	20/-
3	Hot Coffee	150 ml	Per Cup	15/-	20/-
4	Packed water/Mineral Water	01 litre	Per Bottle	As per MRP	As per MRP
5	Samosa/Kachori		Per piece	10/-	15/-
6	Bread Pakoda		Per piece	15/-	20/-
7	Chhole Bhature /Poori Aaloo/ Kachori/Subjzi	2Pcs./4Pcs./4Pcs	Per plate	35/35/40	45/45/50
8	Dahi Parotha (Aaloo)+Butter	2 Pcs		50/-	60/-
9	Veg. Sandwich (Two slice of bread with Slice Fresh Vegetables and spread)		Per plate	35/-	40/-
10	Bread and Butter (Two Slice of Bread with Butter spread)	25 gms (Butter)	Per plate	20/-	30/-

11	Egg. Omlette	2 piece	Per plate	25/-	35/-
12	Boiled egg	Per piece	01 nos	10/-	15/-
13	Veg. Lunch (Two Roti & Rice (Basmati Brand) Dal, Paneer Subzi, One Seasonal Veg Subzi, Salad, Raita, Achar etc.)		Per plate	70/-	90/-
14	Egg. curry (2 pieces) Salad, Raita, Achar etc.)		Per plate	35/-	45/-
15	Kadhhi, Subzi, Rajma/ Dal sabji/ dahi		Per plate	30/-	40/-
16	Roti Plain	01 piece	Per pieces	05/-	10/-
17	Gulab Jamun / Besan Ladoo		Par piece	15/10	20/15
18	Dahi (Packed pkt)	100 gm	Per piece	As per MRP	As per MRP
19	Special Paneer Subzi	200 gm	06 piece paneer	100/-	120/-
20	Maggi		Per plate	25/-	35/-
21	Packed Items (cold dring, Buscuit etc.)			As per MRP	As per MRP
22	Poha	200 gm	Per Plate	25/-	35/-
23	Idly, Sambar	02 Nos.	02 Nos.	30/-	40/-
24	Onion/ Masala Dosa	01 Nos.	01 Nos.	50/60	60/70
25	Rajma Rice Kdhi Rice Chole Rice	Per plate	Per plate	50/-	60/-
26	Chat	Per plate	Per plate	30/-	35/-
27	Bada Pav	Per piece	Per piece	15/-	20/-
28	Bati chokha	02 piece		35/-	40/-
29	Ghee/Butter			5/-	10/-
30	Gol Guppe		6 piece	20/-	30/-

31	Ice-Cream/Mattha/Lassi			As per MRP	As per MRP
32	Packing Charges			10/-	15/-

Number of items shown are indicative in nature and would be changed as per requirement.

The licensee will ensure well trained and well dressed staff along with good quality cutlery, for the items being served. The Cost of cutlery and staff will be borne by the licensee.

II. A duly constituted Committee (comprising of members from HR, Commercial and Ops. sections) should regularly check on quality / quantity / price of the food items on a fortnightly basis. In addition, the committee should carry out surprise inspections on random basis to check, verify and confirm the implementation of various clauses of the agreement by the agency.

III. Maintenance of the premises shall be the sole responsibility of the Licensee.

IV. It should be clearly indicated that the agency should use only standard/ AGMARK / FSSAI quality ingredients for preparation of items.

V. Manpower requirement for managing the canteen may be defined in the E-NIT as per the local staff strength of office.

VI. Applicable undertakings should be obtained from the agency to ensure that the agency abides by all the rules and regulations of Government of India Departments and AAI like EPFO, Taxes, Labour Laws, PF & ESI etc.

VII. Token penalty of Rs. 1000/- to be imposed on the agency on failure to maintain canteen timings, failure to use branded raw materials, sale of expired food stuff, non-display of rate list, non- maintenance of cleanliness, sale of packaged products beyond MRP etc.

VIII. The licensee should submit attested copies of all the necessary licenses obtained for operating the catering services like FSSAI, etc.

- IX. The license / contract should be awarded through call of tenders by e-tendering process on NIC CPP Portal or as per Extant Guidelines.
- X. Any other form of advertisement by the agency like advt. on disposal cups, plates, packing boxes, tissue papers, etc. may not be permitted.
- XI. The staff canteen licensee may ensure that provisions for digital mode of payment are made available at all the time in the facility.
- XII. As an effort to maximize commercial revenue, if at any time during/post award of canteen contract, the space allotted for operating the staff canteen is required by Commercial Dte., the licensee may have to relocate/vacate the space with immediate effect and with no claims towards AAI.
- XIII. AAI will have the option to avail the services from outside agencies for official gatherings and meetings etc. as per the requirement.
- XIV. Licensee shall not use kitchen to supply food outside.
- XV. Staff Canteen facility is not allowed for passengers.
- XVI. A provision for revision in rates of items during the contract period every year may be kept which should be done in consultation with the agency considering the inflation and other market conditions by a duly constituted local level committee.
- XVII. Display of name and logo of the agency operating staff canteen may be permissible on the front elevation. The maximum size of signboard should not exceed the maximum area of 12 sqft.
- XVIII. The licensee for staff canteen shall not erect or display any advertisement, hoarding, packing boxes, tissue papers, etc. may not be permitted.

The above Special Terms & Condition shall form part of the Agreement.

Signature Not Verified

Digitally signed by SHASHANK SHERKHAR
SINGH
Date: 2024.07.29 15:23:17 IST
Location: eProcurement System for
Central PSUs