



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/SNACK BAR(SHA)/AWARD /3197-99 Date 24.12.2024

To,
M/s Devyani International Ltd.
Add: Plot No.18, Sector-35,
Gurugram-122003, Haryana.

Sub: Award of License for Snack Bar in Security Hold Area (SHA) at Bagdogra Airport.

Ref: E-bid no. 2024_AAI_193569_1 dated 17.04.2024.

Sir,

Reference may please be made to Tender Notice No. AAI/BD/COMML/ SNACK BAR IN SHA dated 17.04.2024 and E-bid no. 2024_AAI_193569_1 for the subject facility at Bagdogra Airport. The Competent Authority is pleased to award the license of **Snack Bar in Security Hold Area (SHA)** at Bagdogra Airport to **M/s Devyani International Ltd.** subject to following terms and conditions.

1. The period of licence shall be for **03 years or till the time of operationalization of new terminal building**, whichever is earlier from the date of commencement of contract.
2. The total area of the counter is **13.56sqm**. The licensee is also liable to pay Utility/ Facilitation Charges @10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified Space rent is Rs.1550/- Per Sqm Per Month for AC Space and Rs.1030/- Per Sqm Per Month for Non-AC space, which are subject to compound annual escalation @7.5% from 1st April of every year or as may be notified by AAI from time to time) for allotted space.
3. All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time shall also be payable by the licensee.
4. License fee for the contract is **Rs.15,04,080/- (Rupees Fifteen Lakh Four Thousand Eighty only)** per month plus applicable taxes. Annual escalation would be as per tender conditions.
5. That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the

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purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

6. **Rate of Escalation:**

- a. License Fees shall be subject to annual escalation of 10%.
- b. The first annual escalation will be applicable after completion of one year of 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).

7. Authority shall raise all bills (including MMG/MAG and any other bills except annual land lease bills) for the current month on 1st day of month in advance except true-up and reimbursement of expenditure bills like electricity, water etc.

The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on 5th of succeeding month.

Whenever the billing is dependent on passenger data/any other data and provisional billing is already done every month on 1st in advance, the invoices for true-up data shall be raised by 10th of succeeding month on the basis of pax data or actual data submitted by the concessionaire/agency. (This para to be striked out if not applicable viz. in cases of billing on MMG., Fixed License fee)

A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest @ 12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in Authority's account in the cases concessionaire/agencies settled the invoice after due date but within 90 days (date of invoice plus 90 days) and @ 18% per annum from the due date till the actual date of payment received in Authority's account in the case of concessionaire/agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.

8. Business incubation period shall mean a period of **15 days** from the date of issuance of LOIA to the selected bidder. The agency will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA.

9. **Handing Over of Sites:**

- a) Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
- b) If the licensee fails to complete the conditions of award which are pre-requisite

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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.

- c) 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:**

Gestation period of 120 days reckoned from the date of handing over of sites shall be permissible.

11. It may be noted that the Earnest Money Deposit may be forfeited and 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 license fee of Rs.15,04,080/- plus utility charges and 18% GST i.e. **Rs.17,77,294/- (Rupees Seventeen Lakh Seventy Seven Thousand Two Hundred Ninety Four Only)** by RTGS/NEFT within 15 days from the issuance of the award letter. The bank details for payment is as follows:-

Account Name	Airports Authority of India
Account Type	Current
Account No.	33656879591
Bank Name	STATE BANK OF INDIA
Branch	I.A.F. CAMP., BAGDOGRA
IFSC Code	SBIN0007148

- (c) Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 4 months equivalent Concession fee of first year i.e. **Rs.71,09,179/- (Rupees Seventy One Lakh Nine Thousand One Hundred Seventy Nine 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). Bank guarantee format is enclosed herewith.

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- (d) Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to **Rs.10,00,000/- (Rupees Ten Lakh 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. The payment to be made in the form of BG/RTGS/NEFT.
- (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 licensee will be responsible to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
 14. The notice period towards termination of contract will be as per NIT conditions.
 15. 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.
 16. **NOC/Approval plan:** The party is requested to apply to AAI for NOC/Approval with acceptance letter towards layout plan before start of fabrication work/development of shop/outlet at the tendered location(s).
 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 not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
 20. 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.
 21. 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.
 22. The Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the

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Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

23. The Licensee shall keep a complaint book in a prominent location at points, which has to be made available for inspection by authorized representative of AAI.
24. 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.
25. 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.
26. This award letter is part of the licence Agreement to be executed.
27. All terms and conditions mentioned in NIT documents accepted by you shall be applicable and binding upon you.

Please acknowledge the receipt of the letter.

Yours faithfully,


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SUBHARAJ MAITRA

Manager (Comm)

For Airport Director

कृते विमानपत्तन निदेशक

For Airport Director

बाराडोगरा विमानपत्तन

Baradogra Airport.

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Copy to:

1. The Regional Executive Director RHQ-ER, AAI, NSCBI Airport, Kolkata-52.
2. Jt.GM (Commercial), RHQ-ER AAI, NSCBI Airport, Kolkata-52.

Internal: DGM (Engg-Civil), DGM(Engg-Elect), DGM(Fin), MGR (Ops), AM(Fire), CSO & PA to APD.