

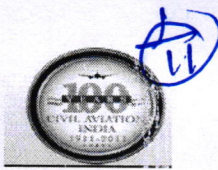


भारतीय विमानपत्तन प्राधिकरण/ AIRPORTS AUTHORITY OF INDIA

विशाखपट्टणम हवाईअड्डा / VISAKHAPATNAM AIRPORT

विशाखपट्टणम / VISAKHAPATNAM

ISO 9001:2008 Certified



Ref: AAI/VZ/Comm/HRC - Arrival /2021/ 197

Date: 12.07.2021
By Mail/Speed Post

To

Shri Ravi Rai
M/s Varun Hospitality Private Limited,
Varun Towers, 6th floor, D.No: 7-8/1/1,
Kasturba Marg, Siripuram,
Visakhapatnam-530002, Andhra Pradesh
Ravi.rai@accor.com & H7535-s13@accor.com

Sub:- Letter of Intent to Award (LOIA) of License for operating "Hotel Reservation Counter at Visitor's Area" at Arrival Hall of Visakhapatnam Airport. (Tender ID No.2021_AAI_66037_1)

Reference is invited to your Technical Bid vide above tender ID opened on 10.02.2021, subsequent Financial Bid opened on 08.04.2021 in respect of above cited license. It has been decided by the Competent Authority to accept your bid and award the license for the subject facility on the following terms and conditions:

1. The award of license shall be for a period of 03 (Three) years with an area of approximately 6 sqmtr at Visitor's Area, Arrival Hall of Visakhapatnam Airport. However, location may change due to operational requirement.
2. The License Fee of Rs 1,26,000/- (Rupees One Lakhs and Twenty Six Thousand only) per month plus applicable charges and taxes to be payable to AAI during the period of license. In addition to License fee, Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent is Rs. 1,250/- Per sqmtr /month subject to annual escalation of 7.5% wef 1st April of every year) for allotted space.
3. The Licensee shall not surrender the subject license before the expiry of 18 (Eighteen) months i.e., 50% of the period of license, failing which the licensee shall be debarred from participating in any of AAI's tenders for a period of 1 (one) year and also applicable other terms & conditions as per exit clause of NIT.
4. AAI will raise bills on or before 10th of every month and the licensee has to pay the bill on or before 25th of every 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 upto 30 days, then interest at the rate of 18% per annum shall be charges from the due date, for entire delay period, without prejudice to Authority's other rights and remedies.
5. The licensee shall be required to submit Security Deposit of Rs. 5,98,260/- rounded off to Rs 6,00,000/- [Rupees Six Lakhs only] equivalent to 4 (four) months of 1st year monthly license fee including utility charges and GST @ 18% in the form of RTGS/Demand Draft/Bank Guarantee from Scheduled/Nationalized Bank in favour of Airports Authority of India, payable at Visakhapatnam with claim period of 180 days. The Licensee shall also required to be submit Security Deposit for Electricity charges i.e. Rs. 76,000/- (Rupees Seventy Six Thousand only) in the form of RTGS/Demand Draft only.

Signature
12/7/21
[Circular stamp of the Airports Authority of India, Visakhapatnam]

Contd...2

दूरभाष/TEL: 0891-2578960

वेब/web: www.aai.aero

फैक्स/FAX: 0891-2519924/2571801

ई-मेल/Email: apd_vizag@aii.aero



: 2 :

6. It may be noted that the EMD may be forfeited and you may be debarred from further participation in AAI's tenders for a period of 1 (one) year on account of non-completion of the following:

- Acceptance of offer within 7 days from the date of issue of award of letter.
- Payment of Advance License fee for one month of Rs.1,49,565/- (Rupees One Lakhs Forty Nine Thousand Five Hundred and Sixty Five only) including utility charges and GST @ 18% in the form of RTGS/DD in favour of Airports Authority of India, payable at Visakhapatnam within 15 days from the date of issue of award of letter.
- Submission of Security Deposit of Rs 6,00,000/- in the form of RTGS/DD/BG & Electricity Deposit of Rs 76,000/- in the form of RTGS/DD within 15 days from the date of issue of award of letter.
- Execution of license agreement on non-judicial stamp paper of Rs.500/- Govt. of Andhra Pradesh within 15 days the date of issue of award of letter.
- Depute any authorized representative for the joint measurement within 15 days from the award letter. The joint measurement shall from part of agreement. If the party fail to depute any authorized representative for the measurement within 15 days then AAI representative shall be conducted the measurement and informed the party that the same will be forming part of agreement and will be binding.

7. The licensee shall not damage the premises or any part of the Airport Premises. In the event of any damage being caused intentionally or otherwise, AAI shall be entitled to repair the damaged or make the requisite replacement and call upon you to replace or reimburse the cost thereof for which you shall have to pay forthwith on demand. In addition, AAI in any way will not be held responsible for any theft/pilferage etc. You shall have to make/provide necessary security arrangement for safety / security of the belongings at your own cost.

8. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give alternative premises for the purpose of this license. In such a case, the 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.

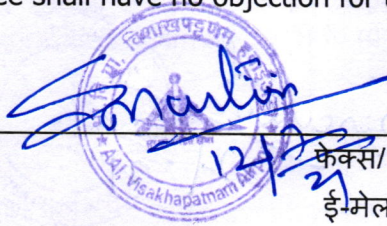
9. The license can be terminated by either side, by giving 60 days notice in writing. However, Airports Authority of India can terminate the contract on short notice, on grounds of unsatisfactory performance of passengers/users complaints. In such an event, licensee shall vacate the premises and handover peaceful possession of the licensed premises to AAI without claiming any compensation or raising any dispute.

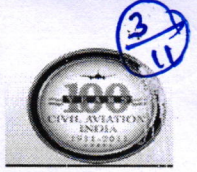
10. The licensee shall be required to meet all statutory taxes/levies to the Central/state/local bodies as prescribed, if any, failing which AAI may exercise its option to settle, on licensee's behalf and recover the amount from the licensee. No claim in any respect regarding his property/goods shall be entertained by AAI.

11. The Licensee shall make arrangements to obtain appropriate insurance cover in respect of all properties/goods, if any, proposed to be stored or used by the licensee.

12. AAI reserves the right to grant license for similar facilities in the same/ different locations of the airport and enter separate commercial agreements with other firms/individuals and licensee shall have no objection for the same.

Contd...3





: 3 :

13. Following acts of licensee shall also be construed as grounds for unsatisfactory performance:

- Unsatisfactory performance including passenger complaints and selling more than MRP
- Nonpayment of dues/ partial payment of dues.

14. All other terms and conditions which are specified in the tender documents, shall also form an integral part of the license agreement.

15. **Business Incubation Period:-** 15 days of Business Incubation period from the date of issuance of LOIA shall be applicable for completing post award facility by the license such as Award acceptance, submission of SD/BG, execution of agreement, taken over the site, submission of security clearance documents to BCAS etc.

16. Agreement (specimen copy) is enclosed for execution on a non-judicial stamp paper of Rs.500/-Govt. of Andhra Pradesh and submission of the same to this office along with the photograph of authorized signatory, copies of the award letter shall form an integral part of the license agreement and Notice Inviting Tender terms & conditions.

17. GST and Cess as applicable from time to time is payable by the licensee.

18. The licensee shall undertake to pay the full amount of licence fee / dues regularly as per the award / agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and / or during the course of arbitral proceedings.

19. Gestation period of 30 days from the date of completion of business incubation period or actual commencement of commercial operation whichever is earlier will be permitted.

a) The gestation period will be counted from the date of issuance of letter of intent / award to the successful bidder. The licensee has to ensure all the compliances including security compliances from regulatory agencies, fabrication of shop etc. within the gestation period itself. Claim for additional gestation period or rebate on account of any non-compliance by the licensee within the gestation period shall not be entertained by AAI at any stage. Accordingly billing will be started.

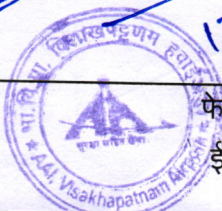
b) The successful tenderer shall be required to submit Security Programme (as per Format A & A-1 available on BCAS website <http://esahaj.gov.in> through AAI within 5 days from the date of issue of award letter. Any observations regarding shortcomings in Security Programme will be communicated by RDCOS and if compliance report is not received by BCAS, it will be presumed that the concessionaire is unwilling or unable to meet the shortfall and the application for approval will be deemed to be cancelled. AAI, Visakhapatnam will not responsible for delay in getting security clearance from BCAS.

20. Water charges (if applicable) / Electricity charges are payable as per actuals. Electricity/Water meters, as applicable, shall be arranged by the licensee and got installed with concerned department of AAI.

21. Only bare space shall be provided by AAI and the fabrication of the counter has to be done at your own cost. The structure/counter for the purpose is to be erected by the licensee should be as per the design, drawing and specification approved by AAI at the cost of the licensee.

22. This award letter, the special terms & conditions Annexure A with this letter & NIT shall form the part of agreement.

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23. All other terms and conditions mentioned in the NIT shall form part of this order.

Please acknowledge receipt and convey your acceptance within 7 days from the date of this award and complete the contractual formalities within the stipulated period as mentioned above.

धन्यवाद,

भवदीय,



(आर.वी.एस.मूर्ती)

सहा. महाप्रबन्धक (वाणिज्य)

कृते विमानपत्तन निदेशक

Encl: Sketch of location and Bank Format copy.

प्रतिलिपि :-

1. कार्यपालक निर्देशक (वाणी) भाविप्रा, राजीव गांधी भवन, सफदरजंग एयरपोर्ट, नई दिल्ली - 110003
2. क्षेत्रीय कार्यपालक निर्देशक, भाविप्रा, दक्षिणी क्षेत्र , चेन्नै

आंतरिक :-

1. संयुक्त महाप्रबंधक (सिविल)	5. सहायक महाप्रबंधक (प्रचालन)- TM
2. संयुक्त महाप्रबंधक (विद्युत)	6. वि.नि.के.निजी.सचिव
3 सहायक महाप्रबंधक (संचार)	7. सहायक महाप्रबंधक - सी.एस.ओ
4. सहायक महाप्रबंधक (वित्त)	



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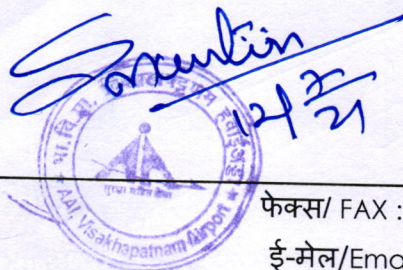
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SPECIAL TERMS & CONDITIONS

- I. The successful bidder/licensee has to obtain prior permission from BCAS for operating the facility in NITB of Airport by acquiring Security Clearance from BCAS before commencement of operations / within gestation period (If required). The successful bidder has to apply through e-SAHAJ (Security clearance online portal) AAI, Visakhapatnam will not responsible for delay in getting security clearance from BCAS.
- II. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
- III. Space shall not be used for any purpose other than for which it has been awarded.
- IV. Licensee shall provide proper furniture suitable for Airports environment.
- V. Licensee shall make provision for waste baskets which shall be periodically cleaned. However, cleaning the premises handed over to the licensee for this service is the responsibility of the licensee.
- VI. No Alcoholic Beverages shall be served. Tobacco products shall not be sold. Smoking is strictly prohibited. "NO SMOKING" signages may be prominently displayed at the Entrance of outlet.
- VII. Licensee shall keep the area given to him in clean and orderly condition to the satisfaction of the Authority and it shall be lawful for any of the officers of the authority to enter upon and inspect the area for ensuring compliance of the same.
- VIII. As per the orders of Govt. of India, plastic free environment is to be developed in and around Airport premises. Accordingly, the licensee shall not be permitted to carry / use any kind of plastic items like spoons/forks/packing/cups/bags/wrappers etc., and also services to passengers by using plastic bags. The licensee shall use only bio-degradable products for packing and service to passengers inclusive of all items. In case if it found to be violated a penalty of Rs.500/- per violation will be charged.
- IX. The Licensee and his agents and servants shall observe, perform and comply with the provision of any law including any rules and regulations of any local authority in force time to time.
- X. The licensee shall strictly comply with the safety norms of AAI and as per rules and regulations of BCAS Security
- XI. The licensee shall strictly comply with the rules and regulations of the various labour enforcement officials.
- XII. For the purpose of this contract, AAI may issue entry passes to the personnel engaged subject to the verification of their Character and Antecedents by Police and AAI shall have the sole discretion to withdraw such passes, if considered necessary.





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- XIII. That the authority shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. Licensee shall be responsible for all safety devices for his service. AAI shall not be responsible for any claim from any one on account of loss, injury etc., caused due to incident/accident or malfunctioning of their materials. Licensee shall be solely responsible for any such losses/claims.
- XIV. Licensee shall fix the Electricity Meter at his/her own cost.
- XV. All taxes, levies and duties payable under this license would be the Licensee's liability and he/she/they shall be liable and responsible for payment of all income and other taxes and duties which may be levied by Authorities on the earnings under this license. Licensee shall also be liable to pay all assessments/charge license fees and expenses, in connection with his/her/their right to use, as may be assessed or demanded in this respect by Municipal or other authorities. Licensee shall keep and will continue to keep AAI indemnified and harmless against any claim or liability that may arise in this regard.
- XVI. The licensee shall indemnify and keep harmless the Authority from any loss liability claim or damaged that may be sustained by any person or cause to any property or which may otherwise occur, in connection therewith by reason of operating this licence.
- XVII. No structural alternation and addition are to be made in the space allotted without prior written consent from Authority.
- XVIII. As per the terms and conditions of this agreement, The Licensee shall be responsible for any infringement of copy right/trade mark rights and the Authority shall not be responsible for any liability of this account.
- XIX. Any aerial / ground occupation in addition to the allotted space is chargeable on pro-rata license fee, apart from action as per agreement for unauthorized occupation. In case of reduction / increase in area due to change of location / operational needs (as per requirement of AAI) during the currency of license, additional license fee shall be reduced / increased proportionately.

SIGNATURE OF LICENSEE



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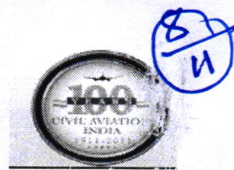
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BANK DETAILS FOR RTGS

Particulars	Details
Vendors' name	AIRPORTS AUTHORITY OF INDIA
Particulars of Bank account	
Name of the Bank	STATE BANK OF INDIA
Name of the Branch	AIRPORT VISAKHAPATANAM
Address of the Branch	AIRPORTS AUTHORITY OF INDIA CIVIL ENCLAVE, VISAKHAPATNAM-530009
Account number (as appearing on the Cheque book)	00000030995490317
9-Digit code number of the Bank and Branch appearing on the MICR Cheque	530002040
Enabled for NEFT (Yes/ No) (To be confirmed from the Bank Branch)	YES
11-Digit NEFT IFS code number of the Bank Branch(to be obtained from your Bank Branch)	SBIN0010373
Type of account (current or Cash Credit) Current (code 11) Cash Credit (code 13)	CA-GEN-PUB-IND-NONRURAL-INR

Sonatin
12/7/21



FORM OF BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of Rs.100/- by the successful tenderer)

WHEREAS by a license agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the licensor (hereinafter called "the AUTHORITY) of the one part and

(hereinafter referred to as "the licensee") of the other part, the authority has granted to the licensee the license for operating the _____ Complete name & Place of work) and the license fee and royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said license agreement.

1. Now therefore in consideration of the promises aforesaid and at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the authority on demand and without demur or protest and without reference to the licensee, any sums of money at any time or from time to time demanded by the authority on account of the license fee and royalty and other outstanding dues / charges due from the licensee (inclusive of any costs or expenses and interest) and/or by way of losses and damages caused or that would be caused to the authority by reason of any breach by the licensee of any of the terms or conditions of the said license agreement and AAI shall be sole judge for this demand : PROVIDED that our liability under this guarantee shall be limited to the sum of (Rupees _____) and extended for the amount increased from time to time as aforesaid.

2. Notwithstanding any right the licensee may have against the authority or any dispute raised by the licensee or any suit or proceedings pending in any court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.

3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variations(s) or any of the terms and conditions of the said license agreement made between the authority and the licensee and or any act of omission on part of AAI or any indulgence to the licensee by the authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said license agreement without our consent and knowledge.

4. This guarantee shall be continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ or that of the Licensee or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.

Signature
12/12/2012
Visakhapatnam



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Contnd..

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6. This Guarantee shall be valid till _____ and you have the right to en-cash this guarantee upto _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

I. Our liability under this guarantee shall be limited to a sum of _____ during the currency of the contract and six (6) months thereafter.

II. This bank guarantee shall be valid upto _____ and you have the right to en-cash this guarantee up to 180 days from the said date.

III. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank name

Dated : _____

Place : _____

Witnesses:

AAI

Signature
12/2/24



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Letter of understanding from the Depositor to Bank to be submitted along with Bank Guarantee to Airports Authority of India

The Branch Manager,
.....Bank,
.....

Sub:- My Bank Guarantee bearings No. Dated
.....for Rs..... issued in favour of Airports Authority of India.

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security / Earnest Money on account of contract awarded / to be awarded by M/s AAI to me / us.

I hereby authorize the Airports Authority of India in whose favour the deposit is made to en-cash / close the subject Bank Guarantee before maturity / on maturity towards adjustments of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place:
Date:

[Handwritten signature]
[Circular stamp of AAI, Visakhapatnam Airport]



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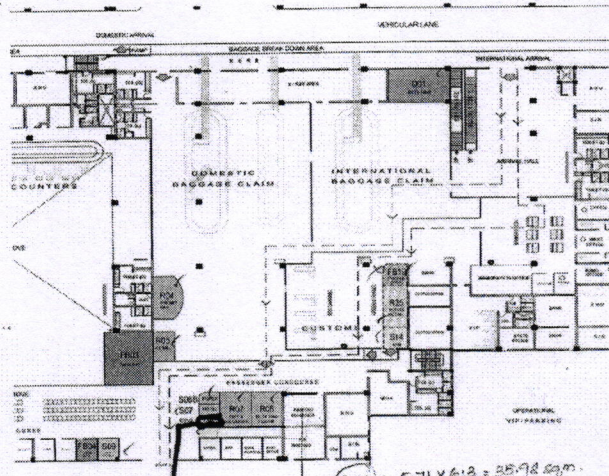


LOCATION MAP (Not to scale)

PROPOSED LAYOUT Arrivals & Exit

01 Passenger movement shifted slightly towards right side to improve visibility of proposed retail and services units

Legend:
Retail
F&B
Lounges
Duty Free
Services
Dom Passenger Movement
Int'l Passenger Movement
Boundary b/w Dom & Int'l



Strictly for internal use

