



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
इब्रुगढ़ हवाईअड्डा, इब्रुगढ़ -786012
DIBRUGARH AIRPORT, DIBRUGARH-786012
Email: apddib@aai.aero /Mob: 6026177692
Commercial: comldib@aai.aero



File No.: AAI/DIB/COMML/CDR/2022 /763

Date: 01/08/2022

To,
M/s Saptagiri Restaurnat Pvt.Ltd, L-322
Mahipalpur Extension, New Delhi – 110037

Subject: Letter of Intent of Award (LOIA) for Concession for Casual Dining Restaurant & Quick Service Restaurant with Bar facility in first floor Security Hold Area at Dibrugarh Airport

Sir,

Kindly refer to your tender in response to E-tender ID:2022_AAI_110721_1 for "Concession for Casual Dining Restaurant & Quick Service Restaurant with Bar facility in first floor Security Hold Area at Dibrugarh Airport" for which Technical Bid was opened on 27.04.2022 (shortfall documents opened on 06/06/2022) and Financial bid opened on 10/06/2022.

The competent authority is pleased to award the "Concession for Casual Dining Restaurant & Quick Service Restaurant with Bar facility in first floor Security Hold Area at Dibrugarh Airport", subject to following AAI's terms and conditions:

1. **Description of Facility:** Concession for Casual Dining Restaurant & Quick Service Restaurant with Bar facility.
2. **Location:** Security Hold Area (First Floor).
3. **Space/Area:** 136.29 Square Meter.
4. **Period of concession:** 07(Seven) years with effect from actual start of business or next date of completion of gestation period whichever is earlier.

5. **Monthly Concession fee:**

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- a. Monthly concession fee shall be Rs.2,07,555/-per month plus GST and other applicable charges shall be charged from the next date of completion of gestation period. If the licensee requires extra space, it will be allotted on pro-rata basis.
 - b. **UFC (Utility Facilitation charges):** Utility Facilitation charges at 10% of normal space rent (or as may be notified by AAI from time

to time) plus applicable GST. Presently normal notified A/C space rent is Rs.1080/- per square meter per month. The space rent is subject to annual escalation @7.5% on 1st April (to the nearest multiple of Rs.10/-) of every financial year or as decided by AAI from time to time.

- c. All Government Taxes including GST at applicable rates notified by Government of India/State Government/UT from time to time.

6. **Electricity/Water Charges:** In addition to above, charges towards consumption of electricity and water, as may be notified/directed by the Authority and at the rate(s) notified from time to time are payable.

7. **Advance Concession Fee:**

Description	Amount (In INR)
One month Concession Fee	2,07,555.00
UFC @10% of normal space license fee (136.29x1080) x10%	14,719.00
Total	2,22,274.00
GST (18%)	40,009.00
Grand total	2,62,283.00

Rs.2,62,283.00 (Rupees Two Lakhs Sixty-Two Thousand Two Hundred Eighty-Three only) is payable in the form of NEFT/RTGS in the following account within 30 days for the date issue of this award letter:

- (a) Account Name: 'Revenue Collection Account Dibrugarh Airport'
 (b) A/C No. 33899558853
 (c) Branch name: Gabharupathar
 (d) Branch Code: SBI0008989
 (e) IFSC Code: SBIN0008989.

8. **Security Deposit:** The licensee shall deposit security deposit (SD) of INR 1660440.00, an amount of equal to **8(Eight)** months of license (based on First year license fee) fee. The SD amount equivalent to 4 months concession fee i.e. Rs. 8,30,220/- (Rupees Eight Lakhs Thirty Thousand Two Hundred Twenty only) to be submitted in the form of RTGS/NEFT. And the remaining SD amount equivalent to 4 months concession fee i.e. Rs. 8,30,220/- (Rupees Eight Lakhs Thirty Thousand Two Hundred Twenty only) to be deposited in the form of unconditional BG 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 or in the form of FDR, will not be accepted). A letter of understanding from depositor to Bank should be submitted along with Bank Guarantee (copy enclosed). Bank guarantee should be routed by Applicant's Bank to AAI Nodal/Beneficiary

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01/08/2022

Bank through Structured Financial Messaging System (SFMS), who in turn will advise AAI of the same. This will ensure authenticity of the guarantee. The details of secure SFMS sent by Bidder's Bank to AAI beneficiary Bank details must be furnished with the BG. The SFMS details of Dibrugarh Airport as follows:

- a. **CORPORATE NAME:** AIRPORTS AUTHORITY OF INDIA
- b. **BANK NAME:** ICICI BANK
- c. **IFSC CODE:** ICICI00000007
- d. **BG ADVISENG MESSAGE:** IFN 760COV (BG ISSUE)
IFN 767COV (BG AMENDMENT)
- e. **UNIQUE IDENTIFIER CODE:** AAIDIBRUGHAR

Note: On the deposited Security deposit in any form no interest shall be Payable.

- 9. **SD for Electricity:** Concessioner shall also be liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual licence/concession value for the last year i.e. of Rs.2,20,700/- (Rupees Two Lakhs Twenty Thousand Seven Hundred only). The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. This SD can be deposited in the form of NEFT/RTGS/ unconditional BG.
- 10. **BAR Facility:** Bar facility can be permitted only on having valid license from concerned competent authority. The concessioner shall equip himself with all necessary permits, excise 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.
- 11. **Concession Agreement:** The licensee shall execute an agreement with AAI to be signed on Non-judicial stamp paper of INR 100. The non-judicial stamp paper shall be of State of Assam & cost of stamp paper to borne by the concessioner. One copy of recent and self-attested passport size photographs of authorized signatory are to be submitted together with agreement within 30 (Thirty) days from the date of award letter/LOIA.
- 12. **Acceptance of LOIA:** The concessioner shall require to submit a duplicate copy of this LOIA, duly signed by the authorized signatory within 07(seven) days towards acceptance of this LOIA and also complete other formalities as per para 7,8 & 9.
- 13. **Interest on Delayed payment:** 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.

14. **Business Incubation Period:** It shall mean a period of **30 (thirty)** 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.
15. **Gestation Period:** Gestation period of 60 (Sixty) days, reckoned from expiry of business incubation period or 31st date of LOIA whichever is earlier.
16. **Handing Over of Site:** Sites will be handed over upon fulfilment of conditions of award within the stipulated time of business incubation period. If the licensee 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.
17. **BCAS Clearance:** Concessioner have to obtain all necessary Security Clearance from BCAS/any other regulatory agency as required (as applicable), within the Gestation Period. You are required to login and apply in "e-Sahaj" portal within 05 (five) days from the date of LOIA. The required documents for security clearance are to be submitted to the office with 10 (ten) days from the date of award letter. No extension of Gestation period, on account of non-receipt of BCAS clearance will be given.
18. **Airport Entry Pass:** Work Permits will be issued to your legitimate workers for construction/fabrication of the existing counters/space/room etc., on submission request along with valid documents as per BCAS requirement, subject to verification. Mere submission of request will not entitle you for the issue of AEP/worker permits. The fees for issuance of Airport Entry permits/passes payable to BCAS /appropriate authorities shall be borne by the Concessioner.
19. **Layout plan:** Concessioner have to submit the layout plan of the outlets with detailed drawing and get them approved by the concerned department of AAI, before execution of work.
20. **Electric Load:** Agency have to submit the electrical load requirement and electrical fitting/equipment's layout of the counters/space/room and get them approved by the concerned department of AAI, before execution of the works. Installation of electrical energy meter is the responsibility of concessioner.
21. **Single point of contact (SPOC):** Commercial Department, Dibrugarh Airport (e-mail ID: comldib@aai.aero) will act as the SOPC.

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22. **Notice period:** Notice period for terminating the license agreement is 180 (One Hundred and Eighty) days by either side.

23. **Other charges:** That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity charges 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 install his own electric meter(s) for the 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 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.

24. **Penal action:** AAI will be at liberty to terminate the contract at short notice to the party on account of unsatisfactory performance such as (i) Delayed payment of license fee (ii) Non-observance of approved rates of item (iii) Not maintaining the quality in providing service/facility (iv) Any other breach in the terms and conditions of license agreement.

Licensee has to operate the contract for a minimum 50% of the contract period, failing which he may be debarred from participating in any tender in the AAI for a period of one year.

25. **Rates:** The Licensee shall not sale any item/services at price higher than MRP. For other items, (Where MRP not mentioned) the rate shall be reasonable and prior approval must be acquired from Airport Director and licensee shall exhibit the said approved rates at a conspicuous place inside the licensed premises.

26. The Concessioner 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 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 belonging at your own cost.

27. The licensee shall not erect, display or use any promotional in any form for purpose of advertisement or branding for a company upon the said premises without the previous permission in writing from the Authority. Authority reserves the right to charge for such activities.

28. Licensee may be required to change the location as and when desired by AAI without any protest /demur and at its own cost.

29. Licensee will not, without written consent of AAI, transfer the present license to any other party.

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30. 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.
31. The built-up space allotted is barely an open space measuring 136.29 Square meter and the licensee shall construct the partition/structure on the premises at his own cost but in accordance with the size and design approved by the local Authority.
32. The licensee shall obtain proper Insurance coverage for their properties/goods to be stored or used in the licensed premises. AAI shall not be responsible for any kind of loss of property/good of the licensee.
33. The licensee shall handover the licensed premises peacefully on expiry of the licensed period.
34. The award letter/LOIA is a part & parcel of the License Agreement and licensee shall abide by these conditions.

Enclosure: Specimen copy of Agreement,
BG undertaking format &
HO/TO format.

Yours faithfully,



संजीब सरकार
SANJIB SARKAR
वरिष्ठ प्रबंधक (सीएनएस)
Sr. Manager (CNS)
प्रभारी (वाणिज्यिक विभाग)
In-charge (Commercial)
भाविप्रा, डिब्रूगढ़/ AAI, Dibrugarh