



File No: AAI/ RHQ/ NER/ Comml/ Hollongi/

Date: 12/10/2022.

By Speed Post/E mail

To,

M/s EMS VEG. CAFÉ. (Ansar Abdu Rahiman)
Royal Oak Mall, First Floor, Thana Kannur,
Kannur - 670001, Kerala (India),
Mail: ansar@emsest.com

Kind Attn: Shri Ansar Abdu Rahiman, Proprietor

Subject: - Letter of Intent to Award (LOIA) providing for "Basic Commercial Facilities" inside & outside of the Interim Terminal Building at Hollongi (Itanagar) Airport. (Facilities included: One Snack Bar at Departure Area, One Retail/ TR Shop at Departure Area, Baggage Trolley Retrieval & Car Parking) – reg.

Sir,

Please refer to the Tender Id No. 2021_AAI_120885_1 for the above-mentioned subject facility at Hollongi (Itanagar) Airport, the technical bid which was opened on dated. 25/07/2022, and the financial bid which was opened on dated. 01/08/2022. The Competent Authority is pleased to grant you the referred License on the following Terms & Conditions: -

Terms and Conditions:

- 1. Description of Facility:** - Award of the license for "Basic Commercial Facilities" inside & outside of the Interim Terminal Building at Hollongi (Itanagar) Airport. (Facilities included: One Snack Bar at Check in of Departure Area, One Retail / TR Shop at Check in of Departure Area, Baggage Trolley Retrieval & Car Parking.
- 2. Location/ Purpose:** Bare space is available at Check in of Departure Area of the Interim Terminal Building. (As specified in NIET).
- 3. Area/ Space:** Please refer attached Annexure "A".
- 4. Period of License:** One (01) year, extendable by another One (01) year at the discretion of AAI subject to satisfactory performance.
 - (a). By giving **30 days' notice** in writing from either side without assigning any reason.
 - (b). Terminated by AAI on a short notice on account of un-satisfactory performance.
 - (c). Termination of expiry of the specified time period allotted for unresolved internal dispute resolution.
 - (d). Termination for regulatory / legislative or supervisory requirements.


12/10/22
आर. वि. एस. मुर्ती / R. S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
भा.वि.प्र., ४६, गुवाहाटी, AAI, RHQ - NER
गुवाहाटी / Guwahati-781015

5. License Fee: During the license period, the licensee shall pay to the Authority every month in advance, licence fee and applicable charges and taxes on or before **25th day** of English calendar month as under: -

Period	Monthly License Fee (INR):
1 st Year	Rs. 10,001/- plus applicable taxes and charges.

The license fee is subject to escalation as per the provisions given in the tender.

6. Annual Escalation: License fee shall be subject to minimum annual escalation of 10% or as per clause 3 (a) of the License Agreement of NIET. The first escalation will be done after completion of the 18 months contract period.

7. Business Incubation Period: Business Incubation Period of **15 (Fifteen)** days is applicable from the date of issue of the LOIA. You are requested to complete all the formalities/ conditions of award including payment of Advance License Fee, remittance of Security Deposit and execution of License Agreement within this Business Incubation period.

8. Gestation Period: Gestation Period of **30 (thirty) days** is applicable from the date of issue of LOIA shall be permissible. You are required to procure all Applicable Permits/ Licenses under applicable Laws including BCAS security clearance, which are required to perform the License and submit copies thereof to Authority, within this period. No extension of gestation period on any reason whatsoever will be granted. The billing shall be started from commencement of business or 31st day from the date of issue of LOIA whichever is earlier.

9. Space Rent (if applicable): A/C area space rent is Rs. 1,075/- per sqmtr / month and space rent for Non-A/C area (if applicable) is Rs. 720/- per qmtr / month which is subject to annual compound escalation @7.5% effective 1st April every year or as may be decided by AAI from time to time.

10. Other Charges as applicable:

(a). CAM (Common Area Maintenance) charges: As per the tender provisions:

(b). Utility /Facilitation charges: As per the tender provisions.

(c). Electricity and Water: As per the tender provisions.

(d). GST or any other tax levied by State / Central Govt. as applicable from time to time will be extra.

11. Advance License Fee: You are required to pay one-month Licence Fee in advance (by RTGS/NEFT), of **Rs. 13,070/-** as per the details below:

Particulars	Amount (Rs.)
Monthly License Fee	Rs. 10,001.00
Space Rent (if applicable)	N/A
CAM/ Utility/ Facilitation Charges (10% Notional SR) (12.00 sqm)	Rs. 1075.00
Sub Total	Rs. 11076.00
GST @18% on above	Rs. 1994.00
Grand Total	Rs.13,070.00

(Rupees Thirteen Thousand and seventy only)

12. Performance Security Deposit: The performance Security Deposit amounting to **Rs. 39,210/- rounded off to Rs 40,000/- (Rupees Forty thousand) only equivalent to 03 (three) months quoted licence fee** plus provision for probable taxes shall be deposited in the form of RTGS/Demand Draft /Bank Guarantee from any Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in the absolute favour of **Airports Authority of India, Guwahati**. The Bank Guarantee should be valid for the entire period of license plus Six (06) months (Bank Guarantee format as per Annexure-B). No interest is payable on performance security deposit by AAI which is being paid in form of DD/ RTGS. The amount has been arrived at as follows:

Particulars	Amount (Rs.)
License Fee	Rs. 30,003.00
Space Rent	N/A
CAM/Utility/Facilitation Charges (12 sqm)	Rs. 3,225.00
Sub Total	Rs. 33,228.00
Add provision for probable taxes @18% on above	Rs. 5981.00
Total	Rs.39,210.00
Round off total	Rs. 40,000.00

13. Electricity Deposit: The electricity security deposit amounting to **Rs. 10,000/- (Rupees ten thousand) only** for electricity charges shall be deposited by you to AAI in addition to the above security deposit in absolute favour of **Airports Authority of India Guwahati Airport** in the form of Bank Guarantee/ DD/ Pay Order/ NEFT/ RTGS. No interest is payable on security deposit by AAI.

14. The particulars pertaining to **AIRPORTS AUTHORITY OF INDIA, GUWAHATI Bank account** for Bank Guarantee/ DD/ Pay Order/ NEFT/ RTGS fee are as follows:

Account Name	AIRPORTS AUTHORITY OF INDIA
Account Type	CURRENT
Account No.	30854418615
Bank Name	STATE BANK OF INDIA
Branch	GUWAHATI AIRPORT BRANCH
IFSC Code	SBIN0003776

15. License Agreement: You shall have to enter into an Agreement on Non-judicial stamp paper of Govt. of Arunachal Pradesh (of appropriate value/ Rs.100) within 15 (Fifteen) days from the date of issue of this award letter i.e within business incubation period .

16. BCAS Clearance: You 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 award letter. The required documents for security clearance are to be submitted to APD, Hollongi within 15 (fifteen) days from the date of award letter i.e within business incubation period. No extension

of Gestation Period, on account of non-receipt of BCAS clearance will be entertained. In this regard, If any clarifications, request to contract to Chief Security Officer of Holongi Airport.

17. Airport Entry Pass: Work Permits will be issued to your legitimate workers for construction/fabrication of counters/kiosks etc., on submission request along-with valid documents as per BCAS requirement, subject to verification. Airport Entry Pass (AEP) will be issued to your legitimate staff on submission of request along-with valid documents, subject to verification. Mere submission of request will not entail 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 licensee.

18. Layout Plan: You have to submit the layout plan of the outlets with detailed drawings and get them approved by the concerned Departments of AAI, before execution of work.

19. Electric Load: You have to submit the electrical load requirements and electrical fittings layout of the counters/kiosks and get them approved by the concerned Departments of AAI, before execution of the works.

20. Single Point of Contact (SPOC): The Airport Director of Holongi will act as the SPOC for obtaining all internal permits, and execution of License Agreement.

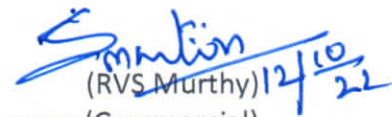
21. Acceptance of LoIA: You are requested to submit a copy this LoIA, duly signed by the Bidder within 07 (Seven) days from date of issue of LoIA by return mail

22. All packed items shall be sold MRP only and Complain/ suggestion book shall keep in the shop regularly. The other terms and conditions shall prevail referred NIET Tender Id No. 2021_AAI_120885_1.

This Letter of Intent Award (LoIA)/ revised LoIA (if required), its acceptance, the NIET documents vide Tender Id No. 2021_AAI_120885_1 and its corrigenda (as applicable) will for part and parcel of the License Agreement.

Thanking You

Yours Truly


(RVS Murthy) 12/10/22

Dy. General Manager (Commercial)

On behalf of General Manager (Engg. Civil) of Hollongi Airport

AAI, RHQ, NER Guwahati - 15

आर.वि.प्र.भा.क्ष.मु.उ.पू./AAI, RHQ - NER
उप महाप्रबन्धक (वाणिज्य)
Dy. General Manager (Commercial)
गुवाहाटी / Guwahati-781015

Encl: 1) Annexure A and 2) Format of Bank Guarantee

Copy in favour of information too:

(1). The Regional Executive Director, NER, AAI, RHQ, NER Guwahati – 15.

(2). General Manager (Engg. Civil) of Hollongi Airport.

(3) Dy. General Manager (Finance), AAI, RHQ, NER Guwahati – 15.

SCHEDULE OF PREMISES

Basic Commercial Facilities at Hollongi Airport

(A). Facility Name: Snack Bar/ F&B Outlet.

1. Area allotted: 05 sqm.
2. Location: Departure Check in Area Inside Interim Terminal Building).
3. Purpose: Setup, operate, maintain and manage the Snack bar facility.

(B). Facility Name: Retail/ TR Shop.

1. Area allotted: 05 sqm.
2. Location: Departure Check in Area Inside Interim Terminal Building).
3. Purpose: Setup, operate, maintain and manage the Retail/ TR Shop facility.

Note: At the time of construction of Interim Terminal Building, open / bare space has identified as (06 sqmtr + 06 sqmtr = 12 sqmtr (approx.) at Check in area of Departure Hall for F&B and Retail facility. After completion of the Interim Terminal Building, due to constraint of space for passenger freely movement, the available area is 10 sqmtr only for both the facilities at check in area of Departure Hall . Hence, 10 sqmtr area is only considered for awarding the facilities i.e F&B and Retail at Check in area of Departure Hall.

(C). Facility Name: Trolley Advertisement Rights cum Retrieval License.

1. No. of Trollies: 200 Nos.
2. Purpose: Trolley Retrieval, and Advertisement on Passenger Baggage Trolleys.

SIGNATURE OF THE LICENSEE


आर. वि. एस. मूर्ति / R. V. S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
भा.वि.प्रा.,क्षे.मु.उ.पू./AAI, RHQ - NER
गुवाहाटी / Guwahati-781015
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(D). Facility Name: Car Parking

1. Area allotted: 4650 sqm
2. Purpose: Vehicle Parking Management and Collection of Parking Fees.
3. Computerized billing is to be ensured. Manual billing is not permitted.
4. The distribution of designated car parking for specific airport users may be reviewed and revised from time to time at the Airport Level on need basis by Airport Director.
5. Access fee would not be levied.
6. Schedule of Parking Charges: Parking fee will be charged from all vehicles entering the designated parking area, as detailed below:

(a). Introductory slab for up to 30 Minutes to be implemented based on the category of the Airport (as below).

Sl. No	Details in General (INR).	Charges (INR).
(i)	Coach/Bus/Truck	20
(ii).	Tempo/SUV/Mini bus	20
(iii).	Car	20
(iv).	Two-Wheeler	10

Note: Proposed rates are inclusive of all taxes including GST, if applicable.

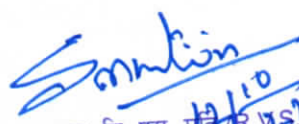
(b). Rates as per existing slab will be applicable from 30 minutes to 120 minutes, the same is also reproduced below:

Sl. No	Details in General (INR).	Charges (INR).
(i)	Coach/Bus/Truck	50
(ii).	Tempo/SUV/Mini bus	35
(iii).	Car	35
(iv).	Two-Wheeler	15

Note: Proposed rates are inclusive of all taxes including GST, if applicable.

(c). After two hours, rate will increase by Rs. 10/- per hours. For two wheelers, the charge increase after 2 hours will be Rs. 5/- per hour. The Parking rate beyond 7 hours up to 24 hours will be 300% of the 30 minutes to 120 minutes' slab and every 24 hours or part thereof (as per existing rates).

SIGNATURE OF THE LICENSEE


आर. वि. एस. मूर्थी / R. V. S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
भा.वि.प्रा.क्षे.म.उ.पू./AAI, RHQ - NER
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(d). The monthly charge in respect of employees of AAI and other authorized agencies working at airport, cargo complex will be as follows (as per existing rates):

AAI employees	Free of cost
Tempo & Truck operators at Cargo complex	Rs. 2000 per tempo
	Rs. 3000 per truck
Other Car	Rs. 500/-
Other Two wheelers	Rs. 250/-
Agent/ Licensee at Cargo Complex (entry at cargo complex only)	Rs. 1,500/-

ATM cash vans coming to refill ATM machines in Airport premises shall be exempt from parking charges.

(e). The rates of parking fees are inclusive of components of GST. Accordingly, these shall remain the parking charges applicable to end users, but the onus of depositing all applicable taxes, prevailing during contract period at the station including GST in respect of fees collected for car parking charges shall rest with the licensee.

7. Adequate signage/notices to be installed at entry/exit gate of the approach road to airport for public awareness.

8. The name of the parking contractor should be clearly indicated in the parking token. Other than this, no advertisement is permissible on the parking token.

SIGNATURE OF THE LICENSEE


12/10/22
आर. वि. एस. मूर्ति / R.V.S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
भा.वि.प्रा.,क्षे.मु.उ.पू./AAI, RHQ - NER
गुवाहाटी / Guwahati-781015

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

WHEREAS by a License Agreement/ Award letter 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 and 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 the 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 we sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD.....) 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 variation(s) or any of the terms & 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 a 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 _____ (Bank's Name) 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 applicable laws as in force in India.

6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ 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 6 months thereafter.
- ii. This bank guarantee shall be valid up to _____ and you have the right to encash 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: ____ / ____ / 2022.

Place: ____ / ____ / 2022.

Witnesses:

1. _____


आर. वि. एस. मुर्थी / R.V.S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
भा.वि.प्रा.क्षे.मु.उ.पू./AAI, RHQ - NER
गुवाहाटी / Guwahati-781015

Request letter: Transmission of Bank Guarantee Cover Message (to be submitted by applicant to BG Issuing bank)

Date: _____

To,
The Manager,
(Bank) _____
(Branch) _____

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir/ Ma'am,

I/ We _____ request you to include unique identifier _____ in field 7037 of the SFMS cover message IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007).

Thanking you

(Vendor/Customer/Concessionaire)


12/10/22
आर. वि. एस. मूर्ति / R.V.S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
भा.वि.प्रा.,क्षे.मु.उ.पू./AAI, RHQ - NER
गुवाहाटी / Guwahati-781015

Signature Not Verified

Digitally signed by R V S SATYANARAYANA MURTHY
Date: 2022.11.15 17:48:10 IST
Location: eProcurement System for Central PSUs