

No: AAI/ NER/ Comml/ Donyi Polo/ F&B (SHA)/441 Date: 08-02-2023
By Mail / Speed Post

To,
M/s RBA Hospitality and Hotel Pvt. Ltd.,
16, Ramuteshwar Society, NR Sardar S Bavla,
Hansol, Ahmedabad, Gujrat - 382475.
Mail Id: rba.hotels@gmail.com

Kind Attn: Shri Binay Kumar Singh, Director

Subject: - Letter of Intent of Award (LoIA) for License for operating F&B Outlet (Snack Bar) in Security Hold Area at Donyi Polo (Hollongi) Airport, Itanagar - reg.

Sir,

Kindly refer to your tender in response to E-tender ID:2022_AAI_134399_1 for License for operating F&B outlet (Snack Bar) facility in Security Hold Area at Donyi Polo (Hollongi) Airport, Itanagar for which Technical Bid was opened on 25/11/2022 and Financial bid opened on 06/01/2023.

The competent authority is pleased to award the License for operating F&B outlet (Snack Bar) facility in Security Hold Area at Donyi Polo (Hollongi) Airport, Itanagar, subject to following AAI's terms and conditions:

(1). Description of Facility: License for operating F&B outlet (Snack Bar) facility in Security Hold Area at Donyi Polo (Hollongi) Airport, Itanagar.

(2). Location: Security Hold Area of the Interim Terminal Building.

(3). Space/Area: 10 (ten) Square Meter.

(4). Period of concession: 02 (two years) further extendable for another 01 (one) year subject to satisfactory performance with effect from actual start of business or next date of completion of gestation period whichever is earlier. Accordingly, bill will be raised.

(5). Monthly Concession fee:

(a). Monthly concession fee shall be Rs. 51,786/- (Rupees fifty-one thousand seven hundred eighty-six) only 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. 1075/- 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.

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क्षेत्र मुख्यालय / Regional Head Quarters, नॉर्थ ईस्टर्न क्षेत्र, North Eastern Region

गुवाहाटी / Guwahati
Dr. General Manager (Commercial)
आ.वि.प्रा., को.पु.न.ए. आ.वि.प्रा. RHQ- NER
गुवाहाटी / Guwahati-781015

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(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 License / Concession Fee:

Description	Amount (In INR)
One-month Concession Fee	Rs. 51,786.00
UFC @10% of normal space license fee (1075 x 10) x10%	Rs. 1075.00
Total	Rs. 52,861.00
GST (18%)	Rs. 9515.00
Grand total	Rs. 62,376.00

(Rupees 62,376/- (Rupees sixty-two thousand three hundred seventy-six) only is payable in the form of NEFT/ RTGS in the following account within 15 (fifteen) days for the date issue of this award letter:

- (a). Bank Name: State Bank of India
- (b) Account Name: AAI Guwahati Airport
- (c) A/C No. 30854418615,
- (d) Branch Name: Guwahati Airport Branch.
- (e) Branch Code: SBIN0003776

(8). Security Deposit: The licensee shall deposit security deposit (SD) rounded off to Rs. 2,50,000/- (Rupees two lakh fifty thousand) only an amount of equal to 04 (four) months of license (based on First year license fee) fee 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 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:** ICIC0000007
- (d). BG ADVISENG MESSAGE:** IFN 760COV (BG ISSUE): - IFN 767COV (BG AMENDMENT)
- (e). UNIQUE IDENTIFIER CODE:** AAIRHQNER

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

(9). Security Deposit 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. 35,000/- (Rupees thirty-five thousand) 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 BG.

(10). Concession Agreement: The licensee shall execute an agreement with AAI to be signed on Non-judicial stamp paper from Government of Arunachal Pradesh of INR 500. 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 15 (fifteen) days from the date of issue of award letter/LoIA.

(11). 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.

(12). 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.

(13). Business Incubation Period: It shall mean a period of 15 (fifteen) 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.

(14). Gestation Period: Gestation period of 60 (sixty) days, reckoned from expiry of business incubation period or 16th date of LoIA whichever is earlier. Accordingly, bill will be raised.

(15). 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 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.

(16). 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 of Airport Director / CSO, Hollongi (apdholongi@AAI.AERO) within 10 (ten) days from the date of issue of LoIA. No extension of Gestation period, on account of non-receipt of BCAS clearance will be given. AAI will not responsible for delay in getting BCAS clearance.

(17). 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.

(18). Layout plan: Concessioner have to submit the layout plan of the outlet with detailed drawing and get them approved by the Airport Director, Donyi Polo (Hollongi) Airport, before execution of work.

(19). 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.

(20). Notice period: Notice period for terminating the license agreement is 60 (sixty) days by either side.

(21). 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.

(22). 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.

(23). 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.

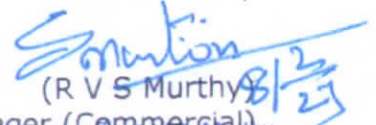
(24). The Concessioner shall not damage the premises or any part of the Airport Premises. In the event of any damage being caused intentionally or otherwise. AAI shall be entitled to repair the damaged or make the requisite replacement and call upon you to replacement and call upon you to replace or 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.

(25). 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.

- (26). Licensee may be required to change the location as and when desired by AAI without any protest /demur and at its own cost.
- (27). Licensee will not, without written consent of AAI, transfer the present license to any other party.
- (28). 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.
- (29). The built-up space allotted is barely an open space measuring 10 (ten) 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.
- (30). 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.
- (31). The licensee shall handover the licensed premises peacefully on expiry of the licensed period.
- (32). As submitted undertaking mail letter dated 08.02.2023, it is informed that the construction of Permanent Terminal Building at Hollongi Airport is in progress and it will likely to be completing within one year. After completion of same, F&B (Snack Bar) facility to be shifted from Interim Terminal Building to Permanent Terminal Building for the balance contract period at your own cost by giving 30 days' notice period.
- (33). The award letter/LoIA is a part & parcel of the License Agreement and licensee shall abide by these conditions.

Thanking You

Yours Truly



(R V S Murthy)

Dy. General Manager (Commercial)
On behalf of Airport Director, Donyi Polo (Hollongi) Airport
AAI, RHQ, NER Guwahati - 15
आर. वि. एस. मूर्ति / R.V.S. Murthy
आर. वि. एस. मूर्ति / R.V.S. Murthy
आर. वि. एस. मूर्ति / R.V.S. Murthy
गुवाहाटी / Guwahati-781015

Enclosed: Format of BG:

Copy in favour of information too:

- (1). Regional Executive Director, NER, AAI, RHQ, NER Guwahati - 15.
- (2). ED (Commercial), AAI, CHQ
- (3). General Manager (Finance), AAI, RHQ, NER Guwahati - 15.
- (4). Airport Director, Donyi Polo (Hollongi) Airport

Commercial, RHQ,NER

From: Commercial, RHQ,NER
Sent: 08 February 2023 15:22
To: 'rba.hotels@gmail.com'
Cc: RED AAI North East Region; ED(COMMERCIAL); GM Engg. NER, AAI; GM (E-C), Hollongi; Airport Director, Hollongi; GM FIN. NER AAI; Operations Department, NER
Subject: Letter of Intent to Award (LoIA) in respect of License for operating F&B outlet (Snack Bar) facility in Security Hold Area at Donyi Polo (Hollongi) Airport -reg
Attachments: LoIA to RBA Hospitality.pdf

महोदया/श्रीमान Madam / Sir,

The Letter of Intent to Award (LoIA) for operating F&B outlet (Snack Bar) facility in Security Hold Area at Donyi Polo (Hollongi) Airport is attached. Request to complete the requisite formalities as mentioned in Letter of Intent to Award (LoIA) within stipulated time line.

Note: Any clarification / assistance / site visit, request to contract Shri P.N.Tiwari, SM (Civil Engg/ Commercial) at Hollongi Airport and contract number is : 86410 09276

This is for your kind information and necessary action at your end.

शुभकामनाओं सहित/ With regards
(आर.वि.एस मूर्ति/ R V S Murthy)
उप महाप्रबंधक (वाणिज्यिक)/ Dy. General Manager (Commercial)
भा.वि.प्रा/ क्षेत्रीय मुख्यालय,/ उ.पू.क्षे/ AAI, RHQ, NER.

Signature Not Verified

Digitally signed by R V SATYANARAYANA MURTHY
Date: 2023.04.11 12:55:12 IST
Location: eProcurement System for Central PSUs