

No: AAI/ NER/ Comm/ Rupsi / F&B (SHA)/ 02/184

Date: 10-02-2023
By Mail / Speed Post

To,

M/s VIP Services,
H.No: 50, Loau Khedi,
Near Airport Colony,
Bhopal -462036, Madhya Pradesh.
Mail Id:- vipservicesbho@gmail.com

Kind Attn: Shri Manish Yadav, Partner

Subject: - Letter of Intent of Award (LoIA) for License for operating F&B Outlet (Snack Bar) in Security Hold Area at Rupsi Airport – reg.

Sir,

Kindly refer to your tender in response to E-tender ID:2022_AAI_135990_1 for License for operating F&B outlet (Snack Bar) facility in Security Hold Area at Rupsi Airport for which Technical Bid was opened on 14.12.2022 and Financial bid opened on 24.01.2023.

The Competent Authority is pleased to award the License for operating F&B outlet (Snack Bar) facility in Security Hold Area at Rupsi Airport 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 of Rupsi Airport, Rupsi.

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

(3). Space/Area: 7.92 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. Accordingly, bill will be raised.

(5). Monthly Concession fee:

(a). Monthly concession fee shall be Rs. 21,999/- (Rupees Twenty one thousand nine hundred and ninety nine) 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.

Page | 1

क्षेत्र मुख्यालय / Regional Head Quarters, उत्तर पूर्वी क्षेत्र / North Eastern Region

उप-सहायक (व्यावसायिक)
Dy. General Manager (Commercial)
भा.वि.प्रा.,क्ष.मु.,उ.पू./AAI, RHQ - NER
गुवाहाटी / Guwahati-781015

dc

(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. 21,999/-
UFC @10% of normal space license fee (1075 x 10) x10%	Rs. 853/-
Total	Rs. 22,852/-
GST (18%)	Rs. 4,113/-
Grand total	Rs. 26,965/-

(Rupees 26,965/- (Rupees Rupees Twenty six thousand nine hundred and sixty five) 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:

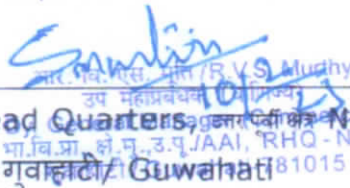
- (a). Bank Name: State Bank of India
- (b) Account Name: AAI Guwahati Airport
- (c) A/C No. 30854418615,
- (d) Branch Name: Guwahati Airport Branch.
- (e) Branch Code: SBIN0003776

(8). Security Deposit: The licensee shall deposit security deposit (SD) rounded off to Rs. 2,16,000/- (Rupees Two lakhs and sixteen thousand) only an amount of equal to 08 (eight) 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 RHQ-NER 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. 30,000/- (Rupees Thirty 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.


भार. वि. प्र. सं. / R.V.S. Murthy
उप महाप्रबंधक (आवृत्ति)
आ. वि. प्र. सं. उ.प. JAAI, RHQ-NER
गुवाहाटी / Guwahati 781015

(10). Concession Agreement: The licensee shall execute an agreement with AAI to be signed on Non-judicial stamp paper from Government of Assam 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 90 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 Officer In Charge, Rupsi (oirupsi@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.

- (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). 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 Officer In Charge, Rupsi
AAI, RHQ, NER Guwahati – 15

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) Officer In Charge, Rupsi Airport

आर. वि. एस. मूर्ति / R.V.S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
आर. वि. एस. मूर्ति / 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 Licenser (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.


आर. वि. एस. मूर्ति / RVS Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
आ. वि. प्र. क्षेत्र-3, ए. आर. ए. आर. - न. ए. र. क्षेत्र
Guwahati-781005

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 _____.

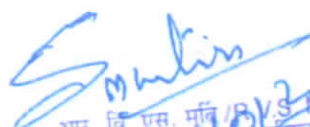
For Bank Name

Dated: ____/____/2023.

Place:-----.

Witnesses:

1. _____


आर. वि. एस. मूर्ति / R.V.S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
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गुवाहाटी / Guwahati-781015