



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA -

No: AAI/ NER/ Comml/Tezu(SB-SHA) 2023/

Date: 19-12-2023

By Speed Post / Mail

**To,
M/s VIP Services
H. No.-50, Lau Khedi, Near Airport Colony
Bhopal, Madhaya Pradesh-462030.**

Mail Id : Manish Yadav <vipservicesbho@gmail.com>

Sub:- Letter of Intent of Award (LoIA) for License of Food & Beverage (Snack Bar) outlet at inside Security Hold Area (SHA) of the Airport Terminal building at Tezu Airport- reg.

Madam/ Sir,

Kindly refer to your tender in response to E-tender 2023_AAI_168300_1 for License for operating Food & Beverage (Snack Bar) outlet at inside Security Hold Area (SHA) of the Airport Terminal building at Tezu Airport for which Technical Bid was opened on 16.10.2023 and Financial bid was opened on 16.11.2023.

The Competent Authority is pleased to award the License for operating Food & Beverage (Snack Bar) outlet at inside Security Hold Area (SHA) of the Airport Terminal building at Tezu Airport subject to following AAI's terms and conditions:

(1). Description of Facility: License for operating Food & Beverage (Snack Bar) outlet at inside Security Hold Area (SHA) of the Airport Terminal building at Tezu Airport .

(2). Location: Security Hold Area (SHA) of the Airport Terminal building at Tezu Airport .

(3). Space/Area: 11.00 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). Required documents : The licensee should submit attested copies of all the necessary license obtained for operating the catering services like FSSAI, etc. The agency should use only standard/ AGMARK/ FSSAI quality ingredients for preparation of items.

(6). Monthly Concession fee:

(a). Monthly concession fee shall be Rs. 32,666/- per month (Rupees Thirty two thousand six hundred sixty 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.

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Handwritten signature and date: 19/12/2023



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(b). All Government Taxes including GST at applicable rates notified by Government of India/State Government/UT from time to time.

(7). **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.

(8). **Advance License / Concession Fee:**

Description	Amount (In INR)
One-month Concession Fee	Rs. 32,666/-
Utility charges 10% of space license fee	Rs. 1,276/-
GST (18%)	Rs. 6,110/-
Grand total	Rs. 40,052/-

(Rupees 40,052/- (Rupees Forty thousand fifty two) 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

(9). **Performance Security Deposit:** The licensee shall deposit Security Deposit amounting to 08 (eight) months equivalent Concession/ License fee to AAI as an interest free security Deposit. The sum of **Rs. 3,21,000/-** (Rupees Three lakh twenty one thousand only) i.e. an amount equal to 08 (eight) months equivalent license fee (based on 1st year license fee) (with other charges and provision for taxes etc.) as performance Security Deposit in the form of Demand Draft/Pay order/ RTGS/NEFT or in the form of Bank Guarantee from a Nationalized/ Scheduled Bank (Bank Guarantee from Cooperative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of AIRPORT AUTHORITY OF INDIA, GUWAHATI AIRPORT within 15 days from the date of issuance of award letter (with other charges and provision for taxes etc.) to AAI as an interest free security Deposit in the form of BG/ NEFT/RTGS or DD/PO from any scheduled commercial bank (bank guarantee from co- operative bank, even scheduled, will not be accepted). The validity of BG 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

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(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.

(10). 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. 25,000/- (Rupees Twenty 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.

(11) Utility Charges: That in addition to the above said license fee, Licensee is also liable to pay Rs. 1160/- per sq. mtr. p.m. towards AC space rent (if applicable) and Rs. 770/- per sq. mtr. p.m. towards Non-AC space rent (if applicable), both the space rents are subject to annual escalation of 7.5 % (w.e.f. 01/04/2024) from 1 st April of every year or as decided by AAI from time to time) for the allotted space. Licensee is also liable to pay utility facilitation charges @ 10% of applicable AAI notified space rent. Such charges shall be paid within the date(s) specified in the bill(s). The space rent/Utility/Facilitation charges/ CAM charges are subject to 10% annual compound escalation on 1st April of every year or as may be decided by AAI from time to time.

(12). 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.

(13). 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.

(14). 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.

(15). 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.

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(16). Gestation Period: Gestation period of 60 days, reckoned from expiry of business incubation period or 16th date of LoIA i.e. immediately after expiry of business incubation period. The billing will be raised accordingly.

(17). 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.

(18). 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 07 (seven) days from the date of LoIA. The required documents for security clearance are to be submitted to the O/o DGM (Commercial), RHQ-NER 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.

(19). 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 as applicable.

(20). Layout plan: Concessioner have to submit the layout plan of the outlet with detailed drawing and get them approved by the before execution of work.

(21). 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.

(22). Notice period: Notice period for terminating the license agreement is 180 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.

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(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 have to be maintained rates as mentioned in special Terms & conditions of NIET for AAI employees and others users. The rates are to be displayed in the Snack bar and should be visible. Packaged items are not to be sold above the printed Market Retail Price (MRP).

(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.

(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 barely space measuring 11 Square meter shall be allotted 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 AAI.

(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.

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(34). The award letter/LoIA / NIET conditions is a part & parcel of the License Agreement and licensee shall abide by these conditions.

Thanking You.

Yours Truly

(Lachit Baruah)

Sr. Manager (Commercial)

For Dy. General Manager (Commercial)

AAI, RHQ, NER.

Enclosed: Format of BG:

Copy in favour of information too:

- (1). Regional Executive Director, NER, AAI, RHQ, NER Guwahati .
- (2). General Manager (Engg-Civil) AAI, RHQ, NER Guwahati
- (3). General Manager (Finance), AAI, RHQ, NER Guwahati
- (5). Airport Director, AAI, Tezu Airport

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.

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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.

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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. _____

For Successful bidder only

(Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI)

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

Subject: My/ Our bank Guarantee No. dated for Rs issued in favor of AAI A/c No.....

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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 Airports Authority of India to me/us.

I hereby authorize the AAI in whose favor the deposit is made to encash / close the subject bank guarantee before maturity/on maturity towards adjustment 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: ____/____/ 2023.

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Signature Not Verified

Digitally signed by LACHIT BARUAH
Date: 2025.06.24 03:51:46 IST
Location: eProcurement System for Central PSUs