



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

BY EMAIL AND SPEED POST

No.: AAI/BA/COMML/Snack Bar/T2/ 3306-14

Dated: 25.06.2023

To
M/s. RANDHIR KISHOR SINGH,
FLAT NO.A1, DEV RATI APARTMENT,
SAHAY COMPOUND,
KADAMKUAN, PATNA – 800003.

Subject: -Letter of Intent of Award (LOIA) for License for Snacks bar counters (02 Nos.) at SHA (T2) and Arrival area (Link Building), International Terminal, BPI Airport, Bhubaneswar.

Dear Sir,

Reference is made to the bid submitted by you in response to the Tender ID No. 2024_AAI_188428_1 for Snacks bar counters (02 Nos.) at SHA (T2) and Arrival area (Link Building), International Terminal, BPI Airport, Bhubaneswar.

The Competent Authority is pleased to award for Snacks bar counters (02 Nos.) at SHA (T2) and Arrival area (Link Building), International Terminal, BPI Airport, Bhubaneswar to M/s. Randhir Kishore Singh, the H1 Bidder at the designated locations mentioned in the Tender ID No. 2024_AAI_188428_1 on the following Terms and Conditions:

1. General:

- 1.1 The selected Bidder shall within 07(seven) days of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award and submit details of designs/drawings, layout plan and related materials for each of the location as per the NIT.
- 1.2 Business Incubation period 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 specified in the LOIA.

2. License Term:

The term of License of this award will be **07 (Seven) years**.

3. Licence fees:

- 3.1 The Licensee shall in consideration of the License granted by Airports Authority of India, pay to the Airports Authority of India, **License Fee of Rs 1,66,786/- (Rupees one lakh sixty-six thousand seven hundred and eighty six only) per month plus utility facilitation charges and taxes as applicable.**
- 3.2 The Licensee Fee shall be subjected to annual escalation as per the provisions laid down in the E-NIT. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract.

Handwritten signature/initials



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3.3 Advance License Fee:

The Licensee shall pay one-month Advance License Fee within **30(thirty)** Days from the date of issuance of LOIA as given below:

License Fee	Rs. 1,66,786/-
Utility Facilitation Charges: 10% on Space rent (@Rs per sqm pm for 20 sqm)	Rs 2,500/-
Total=	Rs 1,69,286/-
GST @ 18%	Rs. 30,472/-
Grand Total= Rs. 1,99,758/-	
Rupees One lakh ninety nine thousand seven hundred and fifty-eight only	

- 3.4 All Bills (including MMG/MAG and any other bills) for the current month shall be raised on 1st day of month in advance, except true-up and reimbursement of expenditure bills like electricity, water etc.

The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on 5th of succeeding month.

A credit period of 15 days (date of invoice plus 15 days) shall be provided. Further provision to be kept in all new agreements to reduce the credit period as and when decided by AAI.

AAI shall levy penal interest @12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in AAI account in the cases concessionaire/ agencies settled the invoice after due date but within 90 days (date of invoice plus 90 days) and @18% per annum from the due date till the actual date of payment received in AAI account in the case of concessionaire/agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.

- 3.5 The licensee is also liable to pay utility facilitation charges @ 10% of Space rents (i.e. Rs. 1250/- per month at this moment) shall be charges shall be paid within the date(s) specified in the bill(s). **The space rents shall be escalated as per AAI policy, issued from time to time.**

- 3.6 The Licensee is also liable to pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time in addition to the above said license fee. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own 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 water and 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.

- 3.7 No reduction in license fee will be entertained by AAI at any stage for whatever reasons.

4. Area:

Location 1	SHA Ground Floor – 5 mtr x 3 mtr = 15 Sqm (approx.)
Location 2	Arrival Area – 3.16 mtr x 1.6mtr = 5 Sqm (approx.)



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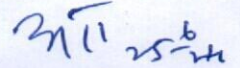
5. **SECURITY DEPOSIT:** The licensee shall deposit within 30(thirty) days from the date of issuance of this award letter, a sum of **Rs 13,54,288/- (Rupees thirteen lakh fifty four thousand two hundred and eighty eight only)** i.e. an amount equal to **08** months of license fee as an interest free Security Deposit in the form of Bank Guarantee from a Nationalized/ Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favour of Airport Director, AAI, BHUBANESWAR Airport. **Bank Guarantee should be valid for the entire period of license plus six (06) months.** In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event the licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
6. **Electricity Security Deposit-** The Licensee shall also deposit an interest free security deposit towards Electricity charges, a sum of **Rs 1,01,572/- (Rupees one lakh one thousand five hundred and seventy-two only)** i.e. an amount to 5% of annual license/License value for the last year as Security Deposit in the form of Bank Guarantee
7. **Agreement:**
The agreement between the Licensee and AAI shall be completed within **30 (thirty) days** from the date of issuance of award letter (on Stamp paper of appropriate value, related costs to be borne by the licensee). The Licensee shall execute an agreement in duplicate on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty, shall be procured by the agency each. Two copies of recent and attested passport size photographs of authorized signatory are to be submitted together with agreement of the license. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s)/e- tender(s) for a period of ONE (1) year, on account of non-completion of Execution of the Agreement within 15 days from the date of issuance of award letter. The Licensee shall equip itself with all necessary permits, 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.
8. The Licensee shall equip itself with all necessary permits, 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.
9. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
10. Licensee. shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.

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11. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
12. The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
13. The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
14. The licensee must necessarily operate the contract for **minimum 50% of the total period** of the contract, failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year.
15. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
16. The successful bidder is requested to fulfil the conditions specified in the Letter of Intent of Award (LOIA) to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority).
17. The award letter, its acceptance, and the E-NIT (Tender ID 2024_AAI_ 188428_1) conditions shall form part and parcel of the license agreement.

Yours faithfully,


Officer In-Charge (Comml.)
For Airport Director
AAI, BPI Airport, Bhubaneswar

Copy to:

- 1) The Regional Executive Director, ER, AAI, Kolkata

Internal

The AGM(Fin), The JGM (CNS), The JGM (ATC), The JGM(OPS), The DGM (Engg-Elect), The DGM (Engg-Civil), The CSO.

Signature Not Verified

Digitally signed by ANIMESH RAHA

Date: 2024.12.10 17:30:17 IST

Location: eProcurement System for
Central PSUs