



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

गोरखपुर/वाणिज्य- /2024/ 352-53

दिनांक : 23.07.2024

सेवा में,

**M/s RBA Hospitality and Hotels Pvt. Ltd.,
109, Venus Avan Business Centre,
NR Radhe Fortune,
Agora Circle, Bhat,
Gandhinagar, Gujarat – 382428**

विषय:- टर्मिनल बिल्डिंग गोरखपुर एयरपोर्ट पर घरेलू एसएचए प्रथम तल में मिठाई और मिष्ठान्न की दुकान, घरेलू एसएचए प्रथम तल में स्नैक्स बार और प्रस्थान क्षेत्र में स्नैक बार के लिए लाइसेंस देने के लिए आशय पत्र।

Subject: Letter of intent to award the License for Sweet & Confectionary Shop in Domestic SHA First Floor, Snacks Bar in Domestic SHA First Floor and Snack Bar in Departure Area at Terminal Building Gorakhpur Airport.

Dear Sir,

Please refer to e-tender dated 18.05.2024 regarding aforesaid license.

In this regard it is intimated to you that your offer of **Rs. 9, 29,999/- (Rupees Nine lakhs twenty Nine Thousand Nine Hundred and Ninety Nine only)** plus applicable taxes and charges per month for the license of Sweet & Confectionary Shop in Domestic SHA First Floor, Snacks Bar in Domestic SHA First Floor and Snack Bar in Departure Area at Terminal Building Gorakhpur Airport, has been accepted by the competent authority at the following terms & conditions:-

1. The License is for **07 (Seven) years** from the date of commencement of the facility, subject to the following.
 - i. Payment of License fee of **Rs. 9, 29,999/- (Rupees Nine lakhs twenty Nine Thousand Nine Hundred and Ninety Nine only)** plus Utility Charges plus applicable taxes and charges at the rate(s) notified from time to time per month. Utility/ Facilitation Charges at 10% of normal space rent (or

निदेशक विमानपत्तन कार्यालय, सिविल एयरपोर्ट, गोरखपुर – 273002 दूरभास: 0551-2745111
Office of Airport Director, Civil Airport, Gorakhpur – 273002 Tel. No – 0551-2745111



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

as may be notified by AAI from time to time. Presently normal notified AC space rent is **Rs. 1000/- per sqm. per month and Non- AC space rent is Rs 670/- per sqm. per month subject to annual escalation of 7.5% w.e.f. 01.04.2025)** for allotted space.

- ii. All charges towards consumption of Electricity and Water as may be notified by the Authority and at the rate(s) notified from time to time.

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.

iii. **Location Details:** Area measuring 13.20 square meters inside SHA (first floor) Sweet and Confectionary Shop, 9.6 square meters inside SHA First Floor) for Snack Bar and 6 square meters inside Departure area for Snack Bar.

2. You are to make the payment in advance of **Rs. 11,00,797/- [License Fee : 9,29,999/- plus Rs. 2,880 utility charges plus GST @18% Rs. 1,67,918/-] (Rupees Eleven Lakhs Seven Hundred and Ninety Seven only)** as one month advance license fee and is payable in the form of Demand Draft/RTGS/NEFT/Online payment in the name of Airports Authority of India payable at Gorakhpur Airport within **07 days** from the date of issue of this award letter. For subsequent month the amount is payable within 10th day of every month. Payment through RTGS is also acceptable within stipulated date referred above.



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3. (i) That the licensee shall deposit a sum of **Rs. 74, 63,032/- (Rupees Seventy Four Lakhs Sixty Three Thousand Thirty Two only)** an amount equal to 08 (Eight) months License Fee of first year in the form of Demand Draft/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, Gorakhpur Airport within **15 days** from the date of issue of award letter. SD submitted in the form of Bank Guarantee only to be issued by Scheduled Bank having a validity period of 180 days from the date of expiry of contract (For details refer tender document). However, BG from Cooperative bank even if scheduled or in the form of FDR will not be accepted. 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/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated 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 forfeit as aforesaid, to him, without interest.
- ii. The licensee shall also deposit the amount of **Rs. 5,59,727/- (Rupees Five Lakhs Fifty Nine Thousand Seven Hundred and Twenty Seven Only)** as Security Deposit in form of Demand Draft/RTGS in favour of Airports Authority of India payable at Gorakhpur Airport within **15 days** from the date of issue of award letter towards electricity charges, etc.
- iii. Total Security Deposit to be submitted by licensee as per clause 3(i) & 3(ii) above is **Rs. 80, 22,759/- (Eighty Lakhs Twenty Two Thousand Seven Hundred and Fifty Nine Only)**.
- Goods and Service Tax is liable to be paid by licensee as per prevailing rate by Govt. of India from time to time.



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[Note:-

- iii. No interest is payable on Security Deposit. In case of Bank Guarantee the same should be valid for a period of **06 months** from the expiry of contract.
- iv. Following are the details of Bank for e-payment to AAI Gorakhpur :-

Bank	:	STATE BANK OF INDIA
Branch	:	BAMRAULLI
IFSC Code	:	SBIN0001525
Beneficiary Name	:	AIRPORTS AUTHORITY OF INDIA
A/C No.	:	00000040652171884
Email	:	<u>APDGORAKHPUR@AAI.AERO</u>
	:	<u>COMML.VEGK@AAI.AERO</u>
	:	<u>CATCFIN@AAI.AERO</u>

- v. E-mail id where the bills may be forwarded may be specified.]
4. You have to submit the License Agreement (on Stamp Paper of appropriate value as per law, related costs to be borne by the licensee) within **07 days** from the date of issue of this letter.
5. The license for the said facility will be terminated by giving 180 **days** notice in writing form either side without assigning any reason. The license may be terminated by AAI on a short notice on account of unsatisfactory performance.
6. If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particulars or otherwise then it will deemed to be closed from the date of such enactment. No compensation is payable by AAI.

Exponential penalty on licensee @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period in addition and without prejudice to other recourses.



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7. Gestation Period & Provision of pro-rata billing:

(a) Gestation period, reckoned from the date of handing over of sites shall be for as below OR actual commencement of the license, whichever is earlier.

Facility	Gestation period	% share of particular facility in Quoted LF, in case the need for raising pro-rata bills arise
Sweet & Confectionery Shop in Domestic SHA First Floor	120	36.36 %
Snack Bar in Domestic SHA First Floor	120	36.36 %
Snack Bar in Departure Area	90	27.27%

(b) No gestation period is to be permitted in case of renewal/award of the concession/license in favor of the existing licensee in the same place (i.e. same area as well as location). However,

(i) Where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.

(ii) If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the the newly developed/incremental area shall be started after expiry of gestation period. The **15 days** business incubation period wherein the awardee is to complete all the formalities like returning a signed copy of this letter, payment of advance license fees, submission of BG/SD etc.) commences from the date of issue of this award letter. License fee shall be payable from **31st day** of commencement of Gestation Period or actual date of commencement of business, whichever is earlier



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8. You are liable to obtain proper Insurance Coverage for the properties/goods to be stored or used in the licensed premises.
9. The meter for electricity to be installed by licensee shall first be submitted to Engineering (Electrical) along with the calibration/test report of the manufacturer of the meter.
10. Unauthorized tapping of electricity from the outlets provided at the terminal building and elsewhere will be disconnected upon noticing it and for such unauthorized electricity use, it is proposed to implement a fine per instance of tapping on the agency concerned.
11. That the Licensee undertakes to pay the full amount of licensee fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even if he/they have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.
12. You are required to comply with all security/safety, healthy & hygienic requirements as applicable etc.
13. You have to file the security program on the prescribed format with BCAS and Airport Director for approval from BCAS. You have to file for security clearance of your agency as per Bureau of Civil Aviation Security and Govt. Of India norms. It is mandatory to complete Bureau of Civil Aviation Security mandated formalities for start of business at the Airport.
14. **This award letter, its conditions including all other E-tender document and its conditions/clauses, letters by this office shall form part of the agreement and are binding on both the parties. In case of any conflict between the clause of this award letter and clause of E-tender, the relevant clause of E-tender will prevail.**



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Party should convey the acceptance along with copy of signed award letter (signed by the licensee) within **07 days** of issue of the award letter, failing which the EMD deposited by the licensee will be forfeited and party will be debarred from participating in AAI tender as per tender conditions.

भवदीय,


(आर. के. घासकर)
Airport Director
निदेशक विमानपत्तन प्राधिकरण
Airports Authority Of India
सिविल एयरपोर्ट, गोरखपुर
Civil Airport, Gorakhpur

प्रति : क्षेत्रीय कार्यपालक निदेशक, उत्तरी क्षेत्र, भा०वि०प्रा०, परिचालन कार्यालय परिसर, गुरुग्राम रोड,
रंगपुरी, नई दिल्ली [ध्यानार्थ : संयुक्त महाप्रबंधक (वाणिज्यिक)]



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

गोरखपुर/वाणिज्य- /2024/ 387-88

दिनांक : 02.08.2024

सेवा में,

**M/s RBA Hospitality and Hotels Pvt. Ltd.,
109, Venus Avan Business Centre,
NR Radhe Fortune,
Agora Circle, Bhat,
Gandhinagar, Gujarat – 382428**

विषय:- शुद्धिपत्र-टर्मिनल बिल्डिंग गोरखपुर एयरपोर्ट पर घरेलू एसएचए प्रथम तल में मिठाई और मिष्ठान्न की दुकान, घरेलू एसएचए प्रथम तल में स्नैक्स बार और प्रस्थान क्षेत्र में स्नैक बार के लिए लाइसेंस देने के लिए आशय पत्र।

Subject: Corrigendum-Letter of intent to award the License for Sweet & Confectionary Shop in Domestic SHA First Floor, Snacks Bar in Domestic SHA First Floor and Snack Bar in Departure Area at Terminal Building Gorakhpur Airport.

Reference: गोरखपुर/वाणिज्य- /2024/352-353 Dated: 23.07.2024

Dear Sir,

Please refer to e-tender dated 18.05.2024 regarding aforesaid license and This Office award letter गोरखपुर/वाणिज्य- /2024/352-353 Dated: 23.07.2024.

As per the new Commercial Instructions and Approved BCAS floor plan following changes are made to the award letter गोरखपुर/वाणिज्य- /2024/352-353 Dated:

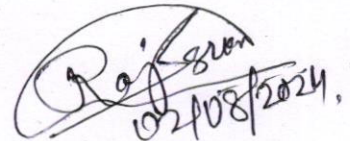
23.07.2024:

- i. AAI shall raise bill on or before **1st of every month**. The concessionaire has to make the payment of License Fees etc. by **15th** of the same month, failing which interest on delayed payment at the rate of **12% per annum** shall be charged from the due date for delay period of up to **90 days** and if delay is for more than **90 days**, then interest at the rate of **18% per annum** shall be charged from the due date, for entire delay period.
- ii. **Location Details: Area measuring 13.20 square meters inside SHA (first floor) Sweet and Confectionary Shop, 9.45 square meters inside SHA First Floor) for Snacks Bar and 6 square meters inside Departure area for Snacks Bar.**
- iii. You are to make the payment in advance of **Rs. 11,00,780/- [License Fee : 9,29,999/- plus Rs. 2,865 utility charges plus GST @18% Rs. 1,67,916/-]** (Rupees Eleven Lakhs Seven Hundred and Eighty only) as one-month advance license fee and is payable in the form of Demand Draft/RTGS/NEFT/Online

निदेशक विमानपत्तन कार्यालय, सिविल एयरपोर्ट, गोरखपुर- 273002, दूरभाष: 0551-2745111

OFFICE OF AIRPORT DIRECTOR, CIVIL AIRPORT, GORAKHPUR-273002 TEL. No.-0551-2745111

- iv. payment in the name of Airports Authority of India payable at Gorakhpur Airport within **07 days** from the date of issue of this award letter. For subsequent month the amount is payable within 15th day of every month. Payment through RTGS is also acceptable within stipulated date referred above.
- v. That the licensee shall deposit a sum of **Rs. 74,62,912/- (Rupees Seventy Four lakh Sixty Two thousand Nine Hundred twelve only)** an amount equal to 08 (Eight) months License Fee of first year in the form of Demand Draft/Bank Guarantee from a Nationalized/Scheduled Bank in favour of Airport Director, AAI, Gorakhpur Airport within **15 days** from the date of issue of award letter. SD submitted in the form of Bank Guarantee only to be issued by Scheduled Bank having a validity period of 180 days from the date of expiry of contract (For details refer tender document). However, BG from Cooperative bank even if scheduled or in the form of FDR will not be accepted. 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/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated 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 forfeit as aforesaid, to him, without interest.
- vi. The licensee shall also deposit the amount of **Rs. 5,59,719/- (Rupees Five Lakh Fifty Nine Thousand Seven Hundred Nineteen Only)** as Security Deposit in form of Demand Draft/RTGS in favour of Airports Authority of India payable at Gorakhpur Airport within **15 days** from the date of issue of award letter towards electricity charges, etc.
- vii. Total Security Deposit to be submitted by licensee as per clause (iv) and (v) above is **Rs. 80,22,631/- (Rupees Eighty Lakh Twenty Two Thousand Six Hundred Thirty One only)**. Goods and Service Tax is liable to be paid by licensee as per prevailing rate by Govt. of India from time to time.


02/08/2024

(R.K. Parasher)

Airport Director

Civil Airport, Gorakhpur
Airports Authority Of India
सिविल एयरपोर्ट, गोरखपुर
Civil Airport, Gorakhpur

प्रति : क्षेत्रीय कार्यपालक निदेशक, उत्तरी क्षेत्र, भा०वि०प्रा०, परिचालन कार्यालय परिसर, गुरुग्राम रोड, रंगपुरी, नई दिल्ली [ध्यानार्थ : संयुक्त महाप्रबंधक (वाणिज्यिक)]