



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Ref. No. : AAI/ER/CL/124/124-26

Date : 11.02.2022

✓ To
M/s. Achal Projects Pvt Ltd,
Ward No.11, S.K. Vihar colony,
Road No. 02, Beur,
Patna, Bihar-800002.

Sub : Award of License for Basic Commercial Facilities at Deoghar Airport.

Sir,

We are pleased to inform you that Competent Authority has accepted your bid for "License for Basic Commercial Facilities at Deoghar Airport", in response to this office Notice Inviting E-Tender-E Bid No. 2021_AAI_84485_1, dated 12.08.2021.

The license for "Basic Commercial Facilities at Deoghar Airport" is hereby awarded to M/s. Achal Projects Pvt Ltd, Bihar for a period of 01 year extendable by 01 year at the discretion of DEOGHAR AIRPORT LTD on the following terms & conditions.

1. This award letter will be part & parcel of agreement, to be submitted by the licensee by signing as acceptance within 07 days from the date of disposal of this award letter.
2. **Business Incubation Period** shall mean a period of 7 days from the date of issuance of this Letter of Award (LOA) to the bidder. The bidder will be under obligation to complete all the formalities / conditions of this award letter.
3. **Handing Over of Sites :**
 - a) Sites will be handed over to the bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.
 - b) If the licensee fails to complete the conditions of award which are pre-requisite for access to the site, then the gestation period will be deemed to have commenced on **8th day of issuance of LOA 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 LOA.
4. **Gestation Period :** Gestation period of **15 Days** to be reckoned from the date of handing over of sites. Commercial billing will start on expiry of gestation period or actual commencement of commercial operation, whichever is earlier. This license will be valid for a period of 01 year from the date of commencement of business. The period of license shall be extendable for a further period of 01 year **at the discretion of DEOGHAR AIRPORT LTD.**

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5. Rebate for non-operation of the flight and suspension of Airport operation :

- a) In case of any ban imposed by Government / BCAS / DEOGHAR AIRPORT LTD & AAI on flight operation at airport and thereby flight operation at the Airport remain suspended **continuously for 7 (seven) days or more in a month**, rebate in the license fee may be given in relation to the ban period & non-operational period of the Airport. However, the rebate in the license fee as mentioned above may be granted only for the ban period / non-operational period or the suspension of the operation exceeding **continuously for 7 (seven) days or more in a month**. The quantum of rebate for licenses shall be on pro-rata of license fees for the period of ban period / non-operational period or the suspension of the operation for **more than 7 days in a calendar month**.
 - b) However, the DEOGHAR AIRPORT LTD. & AAI notified Utility/Facilitation Charges [as mentioned at 7 (a) below] being in the nature of fixed cost for DEOGHAR AIRPORT LTD. towards upkeep / maintenance of infrastructure should be charged fully towards concession area / space to be allotted for running the facility.
6. The license fee will be **Rs. 6,75,575/-** (Rupees Six Lakh Seventy Five thousand Five hundred Seventy Five only) per month with 10% annual escalation. The first annual escalation will be applicable after completion of one year + six months license period. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
7. In addition to the License Fees, the selected bidder shall be liable to pay:
- a. **Utility/ Facilitation Charges** at 10% of notional space rent (or as may be notified by DEOGHAR AIRPORT LTD & AAI from time to time, **presently normal notified space rent is Rs. 1000/- per sqm per month for A/C space and Rs. 670/- per sqm per month for Non-A/C space (as per latest AAI guidelines), both the space rents are subject to annual escalation of 7.5% w.e.f. 01/04/2022** or as decided by DEOGHAR AIRPORT LTD. & AAI from time to time, for the allotted space. For car parking, utility facilitation charges shall be applicable on counter space (to be allotted at entry, exit, parking area etc.). For Snack Bar, Convenience Retail Shop & Sale of Airport Entry Ticket, utility / facilitation charges shall be applicable on counter space allotted.

- b. All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.
- c. Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by DEOGHAR AIRPORT LTD & AAI from time to time.
8. **Location Details:** The Airport is not yet operational and it is expected to be operational soon. Bidder needs to coordinate with Airport Director, Deoghar Airport Ltd. before taking over different sites of this contract since location details has not yet been finalized. **However, a Lay Out Plan for Basic Commercial Facilities is shown in Tender Document at Appendix-3.).**
9. DEOGHAR AIRPORT LTD. 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 upto **30days** 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.
10. It may be noted that the Earnest Money Deposit of the bidder may be forfeited and the bidder shall be liable to be debarred for further participation in **AAI and it's Subsidiaries & JVC's** tender(s)/ e tender(s) **for a period of one (1) year**, on account on non-completion of the following:
- a. Acceptance of the offer within seven **(07) days** from the date of issuance of the award letter.
- b. Payment of advance license fee for one month within **07 days** from the date of issuance of the award letter.
- c. **i) Payment of Security Deposit within 07 days** from the date of issuance of award letter, **amounting to 3 (Three) months** equivalent gross billing of the First (1ST) year i.e. **Rs.23,91,536/-** to DEOGHAR AIRPORT LTD. as an interest free security Deposit. The SD to be furnished 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. However, Bank Guarantee from co-operative bank (even scheduled) or in the form of FDR is not acceptable.

(Signature)

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- ii) Security deposit in respect of electricity charges equivalent to 5% of annual licence/concession value for the last year i.e. **Rs.4,45,880/-** The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
- d. Execution of the Agreement within **07 days** from the date of issuance of award letter (on Rs. 100/- non-judicial stamp paper, related costs to be borne by the licensee).
- e. Commencement of the facility within gestation period.
11. All other terms & conditions shall be as per Notice Inviting E-Tender, vide E Bid No. 2021_AAI_84485_1, dated 12.08.2021 and subsequent Commercial Instructions and guidelines issued by AAI, CHQ on the subject from time to time.

It is therefore requested to complete all the formalities / conditions of Letter of Award as mentioned above within the stipulated time.

Thanking you,

Yours faithfully,

Dilip Das 11/2/22
(Dilip Das)

Sr. Manager (Commercial).

दिलीप दास/Dilip Das

वरिष्ठ प्रबंधक (वाणिज्य) / Sr. Manager (Commercial)
पूर्वी क्षेत्र मुख्यालय / Eastern Regional Headquarters
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
नया प्रबलन भवन, कोलकाता-700052 / New Ops Bldg, Kol-700052

Copy to :

1. Regional Executive Director, ER, NSCBI Airport, Kolkata.
2. General Manager (Finance), ER, NSCBI Airport, Kolkata for information please.
3. Airport Director, Ranchi Airport- for necessary action please.
4. Commercial In Charge, BM Airport, Ranchi for information & necessary action pls.
5. *Airport Director, Airport Deoghar Airport Ltd.*

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भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Ref. No. : AAI/ER/CL/124/07-09

Date : 29.03.2022

To
M/s. Achal Projects Pvt Ltd,
Ward No.11, S.K. Vihar colony,
Road No. 02, Beur,
Patna, Bihar-800002.

Sub : Addendum to Award Letter No. AAI/ER/CL/124/124-26,
dated 11.02.2022.

Sir,

Please refer to this office Letter No. AAI/ER/CL/124/124-26, dated 11.02.2022.

Following sub-para (d) is included in Para No. 7 of above-mentioned Award Letter, dated 11.02.2022; as per clause 1 (c) of NIT.

- d. **Applicable Space Rent for the space to be allotted for operating Snack Bar, Convenience Retail Shop & Sale of Airport Entry Ticket will be payable by the successful bidder in addition to quoted Licence Fee.**

Presently normal notified space rent is Rs. 1000/- per sqm per month for A/C space and Rs. 670/- per sqm per month for Non-A/C space (as per latest AAI guidelines), both the space rents are subject to annual escalation of 7.5% on every 1st April or as decided by DEOGHAR AIRPORT LTD. & AAI from time to time.

This Addendum to Award Letter will be part & parcel of Licence Agreement.

Yours faithfully,


(Dilip Das)

Sr. Manager (Commercial).

दिलीप दास/Dilip Das

वरिष्ठ प्रबंधक (वाणिज्य) / Sr. Manager (Commercial)

पूर्वी क्षेत्र मुख्यालय / Eastern Regional Headquarters

भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India

नव बंगला पथ, कोलकाता-700052 / New Ops Bldg, KOL-700052

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3. Airport Director, Deoghar Airport Ltd for information please.
4. Airport Director, Ranchi Airport- for necessary action please.
5. Commercial In Charge, BM Airport, Ranchi for information & necessary action pls.

पूर्वी क्षेत्र
Eastern Region.

नेताजी सुभाष चन्द्र बसु अंतरराष्ट्रीय हवाई अड्डा, कोलकाता - 700052.
Netaji Subhas Chandra Bose International Airport, Kolkata - 700052

दूरभाष - 033 3987 4865 / 4751 / 4752 : फैक्स 03325112669

ई-मेल /Email: rhqer_comml@aaiaero

नेताजी सुभाष चन्द्र बसु अन्तरराष्ट्रीय विमानपत्तन, कोलकाता-700 052 फैक्स : 2511-9266 फोन : 2511-8787 वेबसाइट : www.nscbiairport.org
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