



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



वारा/वाणिज्य-238/2021/

दिनांक : 10.12.2021

सेवा में

मेसर्स आई.बस. नेटवर्क एण्ड इन्फ्रास्ट्रक्चर प्रा0लि0,
प्लॉट नं0 22, सैक्टर 135,
एक्सप्रेसवे नोएडा, गौतम बुद्ध नगर,
उत्तर प्रदेश - 201301

विषय : वाराणसी एयरपोर्ट पर इन बिल्डिंग सोल्युशंस हेतु एवार्ड पत्र जारी किए जाने के संबंध में।

महोदय,

उपरोक्त विषय पर इस कार्यालय के एवार्ड पत्र संख्या वारा/वाणिज्य-238/2021/
दिनांक 10.12.2021 संलग्न कर आपके सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित की जा रही है।

भवदीय

संलग्नक : यथोपरि।

शशांक
10/12/21

(शशांक शेखर सिंह)

कनिष्ठ कार्यपालक (वाणिज्य)

कृते निदेशक विमानपत्तन

प्रतिलिपि :- क्षेत्रीय कार्यपालक निदेशक, उत्तरी क्षेत्र, भा0वि0प्रा0, नई दिल्ली

[ध्यानार्थ : संयुक्त महाप्रबन्धक (वाणिज्य)]

आंतरिक : संयुक्त महाप्रबन्धक (प्रचालन)/उप महाप्रबन्धक (विद्युत एवं सिविल)/

उप महाप्रबन्धक (वित्त)



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Date: 10.12.2021

VNS/Comml-238/2021/

To,

M/s IBUS Network and Infrastructure Pvt. Ltd.,
Plot No. 22, Sector 135,
Expressway Noida, Gautam Buddha Nagar,
Uttar Pradesh – 201301

Subject: Letter of intent to award of License for Installation/Provision of Infrastructure to provide Customized In-Building Solutions (IBS) at LBSI Airport, Varanasi.

Dear Sir,

Please refer to your tender dated 13.10.2021 regarding aforesaid license.

In this regard it is intimated to you that your offer of Rs. 2,01,000/- per operator in the bouquet (Rupees Two Lakh One Thousand per operator in the bouquet only) {In case of increase in no. Of cellular operators beyond the specified number in the bouquet, pro rata increase in license fee shall be payable; for example: for 3 operators viz. Airtel, Vi & Jio the License Fees applicable shall be= Rs. 2,01,000 * 3= Rs. 6,03,000 per month} plus Utility Charges plus GST per month for Installation/Provision of Infrastructure to provide Customized In-Building Solutions (IBS) at LBSI Airport, Varanasi is 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.
i. You have submit on your official letterhead the total number of operators being offered by you in the bouquet along with the name of operators(Ex. Airtel, Vi, Jio, BSNL). The number of operators offered hereafter by you will be referred to as 'A'.

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- i. Payment of License fee of **Rs. 2,01,000 X A** (X denotes multiplication) plus Utility Charges plus GST at the rate(s) notified from time to time per month.
- 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.

2. You are required to inform this office regarding any space (A/c or Non A/c) needed by you for office/equipments room/ground station provisioning purposes.

Space/ Land Rent for installation of equipment including space for installation of generator/ control room/ tower (at bare land/space) etc. In addition to this, Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time, normal notified space rent is Rs. 2200/- Per Sqm per month and Rs. 1470/- Per Sqm per month for Non-A.C. area, subject to annual escalation of 7.5%, then rounded off nearest to multiple of 10% from 1st April of every year or as may be notified by AAI from time to time) for allotted space. The space rent is subject to revision at the discretion of AAI from time to time and such increase of space rent shall be payable by the licensee without any protest or dispute.

- a) Presently paved land rent in non-operational area is Rs. 1345/- per Sqm per annum, subject to annual escalation as decided by AAI from time to time.
- b) In case of any increase in the area utilized for providing Customized Shared In-Building Solutions to Cellular operators, the space rent shall be enhanced on pro-rata basis and the utility facilitation charges also shall be applicable to the enhanced area.

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c) 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.

3. You are to make the payment in advance of **Rs. 2,01,000 X A/- The above shall be revised as under : [License Fee : 2,01,000 X A/- plus utility (to be added as per the area requested in clause 2. Above plus GST @18% Rs. 51,043/-]** as one month advance license fee and is payable in the form of Demand Draft/Bankers Cheque/RTGS in the name of Airports Authority of India payable at Varanasi within **07 days** from the date of issue of 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.
4. (i) That the licensee shall deposit a sum of Rs. **Rs. 2,01,000 X A X 8 (X denotes multiplication)** 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, Varanasi 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. 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 deposit the amount of **Rs. 2,01,000 X A X 12 X 5%/- (Minimum Rs. 10,000 and a maximum Rs. 10 Lakhs)** as Security Deposit in form of Demand Draft/RTGS in favour of Airports Authority of India payable at Varanasi within **15 days** from the date of issue of award letter towards electricity charges, etc.

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Goods and Service Tax is liable to be paid by licensee as per prevailing rate by Govt. of India from time to time.

[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 :-

Bank	:	State Bank of India
Branch	:	Air Cargo Complex, Babatpur
IFSC Code	:	SBIN0002512
Beneficiary Name	:	Airports Authority of India, Varanasi Airport
A/C No.	:	30141204943
Email	:	comml.vns@aai.aero, coml_vns@refiffmail.com

v. E-mail id where the bills may be forwarded may be specified.]

5. You have to submit the License Agreement (on Stamp Paper of appropriate value, related costs to be borne by the licensee) within **07 days** from the date of issue of this letter.
6. You are required to submit the detailed locations where you are planning to install your equipments. After the same submission you are required to obtain a No Objection Certificate from AAI CNS In-Charge Varanasi Airport.
7. The licensee shall decide on the technology solution fitted best to meet the coverage criteria keeping in view the building profile and ground realities for cellular operators considering the commercial outflow to be paid by the cellular operators.
8. All electrical and network cabling should be made such that wires/cables are not visible on the surface.
9. You are to provide sufficient Manpower with a proper displaying their name.

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10. 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.
11. 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.
12. Gestation period of 120 days will start from the 16th day of the issue of this letter (15 days of 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.). License fee shall be payable from 121st day of commencement of Gestation Period or actual date of commencement of business, whichever is earlier
13. You are liable to obtain proper Insurance Coverage for the properties/goods to be stored or used in the licensed premises.
14. 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.
15. The licensees utilize electricity for the interior decoration/furnishing of their allotted space prior to installation of meters. A lump sum charge of Rs. 1000/- is proposed for this purpose where licensee had undertaken such activities.
16. 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 of Rs. 500/- (per instance) on the agency concerned.

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17. That the Licensee undertake to pay the full amount of licensee fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.
18. You are required to comply security/safety, healthy & hygienic requirement etc.
19. You have to file the security programmed on the prescribed format with BCAS and Airport Director for approval from BCAS.
20. **This award letter, its conditions including all other E-tender document, letters shall form part of the agreement and are binding on both the parties.**

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.

Yours faithfully,

[Signature]
10/12/2011

[Signature]
10/12/21
(Shashank Shekhar Singh)
Jr. Executive (Comml.)
for Airport Director

Copy to : The Regional Executive Director, Northern Region, AAI, Operational Offices Complex, Gurugram Road, Rangpuri, New Delhi [Kind Attn. : Jt. GM (Comml)]

[Signature]
10/12/21
(Shashank Shekhar Singh)
Jr. Executive (Comml.)
for Airport Director

Internal : JGM (ATM)/JGM (Civil)/DGM (Elect.)/DGM (Fin.)/AGM (Security)