



भारतीय विमानपत्तन प्राधिकरण
विजयवाडा हवाई अड्डा
AIRPORTS AUTHORITY OF INDIA
VIJAYAWADA AIRPORT

Ref. No. : AAI/VOBZ/COMCL/CSIBS

Date : 03.09.2022

To
M/s. Space Teleinfra Pvt. Ltd.,
278A, Square Building,
Udyog Vihar Ph-II, Gurugram,
Haryana – 122015.

Sub : **LOIA for “Providing Customised Shared In Building Solutions to Cellular Operators at Vijayawada Airport”.**

Dear Sir,

We are pleased to inform you that Competent Authority has accepted your bid for “Providing Customised Shared In Building Solutions to Cellular Operators at Vijayawada Airport” in response to E Bid No. 2022_AAI_100507_1, dated 04.01.2022.

The LOIA for “Providing Customised Shared In Building Solutions to Cellular Operators at Vijayawada Airport” is hereby awarded to M/s. Space Teleinfra Pvt. Ltd., Gurugram, Haryana for a period of **07 (Seven) years** extendable by further period of 03 (three) years subject to satisfactory performance during the initial seven years period on the following terms & conditions.

1. This LOIA 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 LOIA.
2. **Business Incubation Period** shall mean a period of **15 days** from the date of issuance of this Letter of Intent to Award (LOIA). The bidder will be under obligation to complete all the formalities / conditions of this LOIA.
3. **Handing Over of Sites :**
 - a) Sites will be handed over to the bidder upon fulfilment of conditions of LOIA within the stipulated time of business incubation period.
 - b) If the licensee fails to complete the conditions of LOIA which are pre-requisite for taking over the site, then the gestation period will be deemed to have commenced on **16th 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 LOIA.
4. **Gestation Period :** Gestation period of **120 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. **However, it is expected that M/s Space Teleinfra Pvt. Ltd may commence this facility as early as possible without consuming full gestation period, since providing mobile network coverage to all passengers is highly essential.**

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5. **License Fee** : The license fee will be **Rs. 2,23,200/- (Rupees Two Lakh Twenty Three Thousand Two Hundred Only)** per month with 10% annual escalation. The first annual escalation will be applicable after completion of one year + six months license period.

This quoted License Fee is applicable for 02 (two) operators in the CIBS. In case of increase in number of Cellular Operators beyond the specified number in CSIBS, pro-rata increase in license fee shall be payable.

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.

6. **Other Applicable Fees** : In addition to the License Fees, M/s Space Teleinfra Pvt. Ltd shall be liable to pay:

- a. **Utility/ Facilitation Charges** at 10% of applicable space rent (or as may be notified by AAI from time to time, **presently normal notified space rent is Rs. 1340/- per sqm per month for A/C space and Rs. 890/- 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. 1st April every year cumulatively** or as decided by AAI from time to time, for the allotted space.
- 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 AAI from time to time.

7. **Location Details** : The location for sever room is available at First Floor of NITB (Domestic Terminal Building) measuring 8 sqm. However, the required space may vary as per actual requirement and accordingly may be allotted.

8. **Payment of License Fee and Commercial Bills** : 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 upto **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.

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9. 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 **15 days** from the date of issuance of the award letter.
 - c.
 - i) **Payment of Security Deposit within 15 days** from the date of issuance of award letter, **amounting to 10 (Ten) months** equivalent to first (1st) year i.e. **Rs. 26,46,410/- (Rupees Twenty Six Lakh Forty Six Thousand Four Hundred Ten only)** to Airports Authority of India as an interest free security Deposit. The SD to be furnished in the form of Demand Draft / Pay Order / RTGS / NEFT/ Bank Guarantee from a Nationalised / Scheduled Bank in favour of Airport Director, Vijayawada Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. Bank Guarantee from co-operative bank (even scheduled co-operative banks) or in the form of FDR is not acceptable.
 - ii) Further Security Deposit may be increased in case payable License Fee is increased towards increase of Cellular Operators more than two. Pro-rata increase of Security Deposit will be payable by M/s Space Teleinfra Pvt. Ltd accordingly.
 - iii) **Payment of Security deposit** in respect of electricity charges equivalent to **5%** of annual licence/concession value for the last year i.e. **Rs. 23,330/-** 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 **15 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. **However, it is expected that M/s Space Teleinfra Pvt. Ltd may commence this facility as early as possible without consuming full gestation period, since providing mobile network coverage to all passengers is highly essential.**

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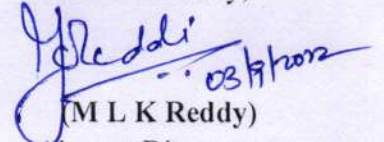
10. All other terms & conditions shall be as per Notice Inviting E-Tender, vide E Bid No. 2022_AAI_100507_1, dated 04.01.2022 and subsequent Commercial Instructions, Commercial Circulars and guidelines issued by AAI, CHQ on the subject from time to time.

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

Thanking you,

- Enclo : 1) Format of Licence Agreement.
2) Format Bank Guarantee through SFMS.

Yours faithfully,


(M L K Reddy)

Airport Director,
Vijayawada Airport.

विमानपत्तन निदेशक

Airport Director

भा.वि.प्रा.विजयवाड़ा हवाई अड्डा

A.A.I. Vijayawada Airport-521 102

Copy to :

1. Regional Executive Director, SR, for kind information please.
2. Jt. G.M (Commercial), SR for kind information please.
3. Jt. G.M. (Finance), Vijayawada Airport for kind information please.
4. HoD (Engg-Elect), Vijayawada Airport for kind information please.
5. HoD (Engg-Civil), Vijayawada Airport for kind information please.
6. HoD (Ops), Vijayawada Airport for kind information please.
7. HoD (Security), Vijayawada Airport for kind information please.

Licence Agreement

Photo of the
licensee

SUBJECT : Grant of License for "Providing Customised Shared In Building Solutions to Cellular Operators at Vijayawada Airport"

THIS CONCESSION AGREEMENT ("Agreement") made and executed at _____ on this _____ day of Two Thousand _____ by and between:

The Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority (Act 55 of 1994) and having its corporate office at New Delhi and branch office at **Vijayawada Airport**, represented by Airport Director, Vijayawada Airport, hereinafter called the Authority (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of FIRST PART;

and

M/s Space Teleinfra Pvt. Ltd., a Proprietorship Firm/ Partnership Firm/ LLP/ Company incorporated under the Company Act 2013, represented by _____ and having its registered office at _____ (hereinafter called the "Concessionaire/Licensee" (which shall, unless excluded by or is repugnant to the context, be deemed to include its heirs, authorized official/officer, successor and assigns) of the SECOND PART.

WHEREAS the Authority is entitled in Law to grant license at its **Vijayawada Airport** for the purpose of "**Providing Customised Shared In Building Solutions to Cellular Operators at Vijayawada Airport**" so as to provide amenities and facilities to the passengers and visitors at **Vijayawada Airport** and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to the Authority on the terms & conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license. NOW, THEREFORE, this indenture witnesses:

1. That the license for the said facility shall be valid for the period of **7 (Seven)** years/months from _____ to _____, unless terminated earlier on account of following;
 - a. By giving **180** days of notice in writing without assigning any reason.
 - b. Terminated by AAI on a short notice on account of unsatisfactory performance.
 - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fee on or before 10th day of English calendar month as under:

Year	Amount of Monthly License Fee
1 ST YEAR	Rs. 2,23,200/- plus GST and other applicable taxes.
2 ND YEAR	Rs. 2,45,520/- plus GST and other applicable taxes.
3 RD YEAR	Rs. 2,70,072/- plus GST and other applicable taxes.
4 TH YEAR	Rs. 2,97,079/- plus GST and other applicable taxes.
5 TH YEAR	Rs. 3,26,787/- plus GST and other applicable taxes.
6 TH YEAR	Rs. 3,59,465/- plus GST and other applicable taxes.
7 TH YEAR	Rs. 3,95,411/- plus GST and other applicable taxes.

3. **Rate of Escalation:**
 - a. License Fees shall be subject to annual escalation of 10%.
 - b. The first annual escalation will be applicable after completion of one year + six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. 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.
4. AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of Licence 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.
5. That in addition to the above said license fee, Licensee is also liable to pay Rs. 1340/- per sqmtr pm (for the year 2022- 2023 towards AC space rent. Licensee is also liable to pay utility facilitation charges @ 10% of AAI notified normal 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% compound annual escalation on 1st of every year or as may be decided by AAI from time to time.

6. That in addition to the above said license fee, licensee shall 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. 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.
7. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in „Laws“.
8. That the Licensee shall make payment of license fee etc. either by cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.
9. That the licensee shall deposit a sum of **Rs. 26,46,410/- (Rupees Twenty Six Lakh Forty Six Thousand Four Hundred Ten Only)** i.e. an amount equal to 10 (Ten) months license (based on First year license fee payable to AAI plus applicable taxes and Utility Charge) fee as Security Deposit in the form of Demand Draft / Pay order / RTGS/NEFT/ Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of Airport Director, AAI, **Vijayawada 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 he 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
10. That the Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to **Rs. 23,330/-** (i.e. 5% of annual license /concession value for the last year). The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
11. That the Licensee shall equip himself 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.
12. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited

Accounts in such manner and within such period as the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

13. That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
14. That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
15. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
16. That 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.
17. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
18. The Licensee shall use the premises for the bona fide 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.
19. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
20. 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.
21. That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI tender. However, in case the licence is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
22. The Licensee shall not terminate the license before the expiry of the period of the license **except by giving 180_ days notice in writing**, otherwise the Licensee shall

be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 180 days notice in writing without assigning any reason thereto.

23. Exit Clause in this contract shall be as follows:-

A. Normal termination:-

The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

B. Termination for cause:-

All disputes, at the first instance, as and when raised by any of the parties shall be referred to mediation to be conducted by Mediation Committee of Independent Experts (MCIE in accordance with AAI Mediation Policy 2022 before resorting to arbitration or any proceedings before court or tribunal.

Parties can consent to mediate instead of resorting to Dispute Resolution Committee / Board by giving their consent as per Annexure – 1. The consent of parties to refer the disputes to MCIE shall form part of the agreement already signed with AAI from the date of consent of such party (ies).

Reference of Dispute shall be made through Online Dispute Resolution Portal of AAI.

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the six (6) months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

C. Termination for convenience:-

Either party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite short notice period of 5 days.

The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. If the concession/license has been terminated within 50% of the license period or the party has not served **the requisite notice of 180 days**, for surrender of license/concession after completion of 50% licence period, then the Security Deposit equivalent to current license fee/MMG shall be forfeited as demurrage charges, as per the details below:

S. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		For contract period of more than 3 years	For contract period of 1-3 years	For contract period of less than 1 year
(i)	Before 50 % of contract period	6	4	2
(ii)	between 50% to 75%	4	3	2
(iii)	between 75% to 100%	2	2	1

NOTE: If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

- D.** Termination for regulatory / legislative or supervisory requirements: If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment.
24. No compensation is payable by AAI. Exponential penalty on licensees @ double the licence fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.
 25. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
 26. **Novation Clause :** Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport

to a third party under PPP model or in any manner as may be decided by AAI/Government of India, then the Authority shall have the right to assign /novate/ alter this agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment/ novation/ alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment /novation/ alteration and the rights and obligations of Authority under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The Parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/ novation/ alteration as and when need arises.

27. Set Off Clause

In the event of a default or breach in payment of License Fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law”.

Explanation 1- For the purpose of this agreement, set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/ airport premises.

Explanation 2- Outstanding dues shall mean and include any amount accrued/ due against the licensee under this or any other agreement at any of AAI airport or airport premises.

28. Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.
29. The Authority and the Licensee further agree that they are bound by the General Terms & Conditions, Special Terms and Conditions, Concession Layout, Schedule of Premises, found in Appendix „1, 2, 3 & 4’ respectively annexed hereto.

Signed by _____ Airport Director, Airports Authority of India,
Vijayawada Airport, for and on behalf of The Airports Authority of India, in the presence of :

WITNESS:

1. _____
2. _____

Signed by _____ for and on behalf of
_____ in the presence

of: Witness:

1. _____
2. _____

APPENDIX: 2 of Annexure-A SPECIAL TERMS & CONDITIONS**License for allotment of space for installation/provisions of Infrastructure to provide "Customized Shared In-Building Solutions to Cellular operators" Facility**

1. The bidders can conduct a survey of the area and the business potential of the contract before quoting their bids. No rebate of any sort shall be given in future due to any reason what so ever.
2. The service provider shall be responsible for obtaining necessary permissions from Department of Telecommunications (DOT) (or any other department dealing such permissions in Government of India) and comply with all guidelines issued from time to time. Any Law/Instruction issued by Local Authority in this regard shall also be adhered to. In case the service provider fails to comply with the Instructions of DoT orders to remove all such infrastructure, that shall be removed by Service Provider itself on its own cost and such termination happens before completion of 50% of the total tenure then the service provided shall pay penalties to AAI as per Termination clause of Tender Document. The Service Provider shall not be entitled for any such claims from AAI. An Undertaken/Declaration to be taken from Service Provider in this regard before issuing award letter.
3. The infrastructure should not hamper any other AAI facility and also in the operation of the existing cellular service provider in any manner and they (existing cellular service provider) will be free to join this shared infrastructure.
4. Once the share infrastructure is made available, no new permission to be accorded for individual service provider to install IBS however they will be free to join the share structure as per manually agreed terms & conditions with the IBS provider.
5. The renewal of license to IBS provider will be subject to meeting mutually agreed terms and conditions of the service provider. However, in case of any technical deficiency cited by the cellular operator, which may hamper/curtail their service will be verified and license to IBS provider cancelled if alternatives are available for improvement/overcoming the deficiency.
6. The direct and indirect cost involved for the operation of IBS equipment is to be borne by the solution provider apart from license fee fixed up by AAI.
7. The successful agency shall have to make all arrangements with the service providers for providing adequate mobile signals, O&M expenses vis-à-vis the service charges and



indemnify AAI from any claim from individual operators/users/any regulatory agency.

8. The license shall charge the uniform charges from the telecom operators and in the event of disparity in the charges. AAI shall be at liberty to determine the contract. AAI has a right to ask the licensee to intimate the details of charges to be levied on the service providers, so as to monitor and to have a check on inflated rates, if any. The licensee shall indemnify AAI from any claim from individual operators/users/any regulatory agency. The above referred Charges shall be got approved by AAI in advance.

9. No Objection Certificate from AAI (CNS In-Charge) for each location needs to be obtained before installation of equipment so the uninterrupted and non-interfered operations of CNS facilities could be ensured.

10. 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.

11. The technical specification of the IBS to be installed should not be inferior to the technology being used by individual cellular operators providing services in the city where the airport is located. The licensee shall indemnify AAI from any claim from individual operators/users/any regulatory agency.

12. All electrical and network cabling should be made such that wires/cables are not visible on the surface.

Note: It may be noted that the licensee shall be allowed to operate the facility in Security Hold Area only after BCAS clearance / approval from other regulatory agencies is obtained.

The Special Terms and Conditions above shall form part of the Agreement.

(Signature of Licensee)



APPENDIX: 4 of Annexure-A

SCHEDULE OF PREMISES

VIJAYAWADA AIRPORT _____ FACILITY AT DOMESTIC TERMINAL AT

1. AREA ALLOTTED : 8 sq.mtrs
2. LOCATION : First Floor NITB
3. PURPOSE : Providing Customised Shared In-Building
Solutions to Cellular operators for two numbers(Two operators only)facility

SIGNATURE OF THE LICENSEE



GENERAL TERMS CONDITIONS

The Authority and Licensee hereby mutually covenant as follows:

1. The Licensee, its employees and agents shall be entitled to use all pathways, and passages as may from time to time be maintained on the said airport subject to such rules and regulations as may be imposed by the lawful authorities of the airport.
2. The Licensee paying the license fee and performing the covenants herein contained and on its part to be performed shall and may peacefully possess and enjoy the Premises with use of the pathways, and passages as aforesaid during the said term subject to the Authority's right to any lawful interruption in the larger interest of the organisation.
3. (a) Any notice required to be served on the Licensee under the Agreement shall be deemed to have served if delivered at or sent by speed post/ email to its last known address/ official e-mail ID address or to his authorized representative or agent, which should invariably acknowledge the notice. Similarly, any notice to be given to the Authority under this Agreement shall be deemed to have been served if delivered at or sent by speed post/ email on the official e-mail ID to the Authority at the address given at the title of this Agreement, who should invariably acknowledge the notice.
(b) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as hereinbefore otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the concerned Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the airport under his charge.
5. (a) The Licensee shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall it without such written consent as aforesaid, assign or transfer its license or any part thereof.
(b) The Licensee shall use the Premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
6. The Licensee its agents and servants shall observe, perform and comply with all laws applicable to the Licensee including any rules and regulations, made by the Authority, Ministry of Civil Aviation and any regulatory body working under it or any other Department of the Government and or local body or administration in force from time to time, and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said Premises are located. Further, the Airport Director shall determine the stamp duty charges in accordance with the Stamp Laws applicable to the state and the Licensee shall abide by the same.
7. (a) The Licensee shall identify the Authority from/against any claims made or damages suffered by the Authority by reason of any material default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the purpose of this Agreement and to the area in which Premises is located.
(b) The Authority shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.

8. The Licensee shall at its own cost maintain the Premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other Government Departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the Premises is not maintained in reasonable clean condition by the Licensee, Airport Controller shall have powers to get the Premises cleaned at the risk and cost of the Licensee and recover liquidated damages at the rate of Rs. 1000/- per day for each default upto 7 days and thereafter Rs. 2000/- per day.
9. (a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of the Authority depending upon the area of the licensed Premises) of minimum a 2.5 kg. CO2 fire extinguisher in the licensed Premises at its own cost before commencement of business.
(b) No wooden partition/ inflammable materials shall be permitted in the licensed Premises. The material to be used for partition/fabrication of the office premises shall be as per the specification given by the Authority and to be approved by the Authority in advance.
(c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed Premises.
10. The Licensee shall not damage the Premises or any part of the airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or its employees, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse such cost thereof which the Licensee undertakes to pay forthwith on demand.
11. The Licensee shall not store or bring or keep in the Premises heavy articles so as to damage the Premises or keep goods of combustible or inflammable nature.
12. The Licensee hereby agrees to provide necessary training to its employees posted in the licensed Premises for handling fire extinguisher as provided in the terminal/ licensed Premises.
13. The Licensee will, during the continuance of the license insure against any claim for workmen's compensation or otherwise of all persons employed by it in connection with its business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
14. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the Authority, this Agreement need not be terminated, the Authority may after notice to the Licensee to cure such breach and the Licensee having failed to do so, at its discretion recover compensation from the Licensee upto the limit of the security deposit of the Licensee.
15. The Licensee shall not hold or permit to be held any public or private auction in the licensed Premises.
16. The Licensee shall maintain a complaint book in a prominent place in the Premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the

said book shall be open for inspection by the Airport Director of the Authority or his authorised representative.

17. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop. The Authority reserves itself the right to break open into the Premises in case of any emergency without any prior notice to the Licensee.
18. The Authority does not recognize any association of the traders and in case any negotiation/ bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/ bargaining will be entertained.
19. On expiry of the license period or on termination of the licence by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any , provided by the Authority. Further, Licensee shall remove its goods and other materials from the Premises immediately, failing which the Authority reserves its right to remove such goods/ materials at the cost and risk of the licensee and demand payment for such removal. If such payment is not made within 10 days, the Authority shall be at liberty to dispose of the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
20. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/ building(s)/land/garden/tank/premises to or in favour of the Licensee but shall be construed to be only as a license in terms and conditions herein contained.
21. The Authority, its employees and agents shall at all times have the absolute right of entry into the said Premises and reserves its right to inspect the maintenance and upkeep of the Premises.
22. The provisions of the Airports Authority of India Act, 1994, duly amended in 2003 and the rules framed thereunder which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.
23. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/ town/ district where the Airport is located.

SIGNATURE OF THE LICENSEE

CONSENT LETTER
(To be part of Online Form for Mediation)

To

(Tender Accepting Authority)

.....

.....

Sub : Consent regarding Mediation.

Madam / Sir,

I / We have entered into agreement for with
.....related toAirport.

I / We hereby request to initiate mediation proceedings instead of Dispute Resolution Committee / Board. We agree to be governed by AAI Mediation Policy, 2022. This shall form part of agreement, dated

Thanking you,

Sub :

Yours faithfully,

Wdts

(_____)

Authorized Representative.

Date : _____

Comm

Page

Date

Date

Date



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

F.No.AAI/CHQ/Pre-check/BG Verification/2020-21

Dated: 29.06.2021

To

The Regional Executive Director
Airports Authority of India
Northern/Western/Eastern/Southern/NE Region
New Delhi/Mumbai/Kolkata/Chennai/Guwahati

The Executive Director,
Airports Authority of India,
RCDU/FIU/CRSD/E&M
Workshop
New Delhi.

Airport Director,
Airports Authority of India
Kolkata/Chennai Airport

The Principal,
Civil Aviation Training College
Bamrauli,
Allahabad

Sub: SOP for BG Verification through SFMS of ICICI Bank.

AAI has made arrangement for Verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System(SFMS) of ICICI bank. The system will operate on pan India basis. For making the verification system operational at AAI Regions/Metro Airports and SAUs under respective regions the following procedure is to be implemented with **immediate effect**.

1. The following bank details need to be incorporated in the tender document so that the prospective successful bidder may submit BG(PBG/BG-SD/FBG) in accordance with the bank details.

CORPORATE NAME	: AIRPORTS AUTHORITY OF INDIA
BANK NAME	: ICICI BANK
IFSC CODE	: ICIC0000007
BG ADVISING MESSAGE	: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
*UNIQUE IDENTIFIER CODE	: Specific code for each unit as per Annexure-I to be mentioned in field 7037 of the BG advising message code.

* Please note that only unique identifier code will change depending on the AAI unit calling the tender.

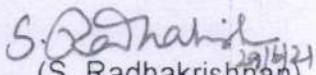
2. While submitting the documents to BG issuing bank, the vendor/customer/concessionaire will also submit letter to the issuing bank as per

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the format mentioned in the **Annexure-II**. Annexure-II will also form part of the tender document.

3. Based on the above inputs from the vendor/customer/concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units (Refer **Annexure-I**). The designated email ids will be managed by the finance department at respective units. The one-time login pw is **Authority@123**. The same may please be changed after first login.
4. While accepting the Original BG document from the vendor/customer/concessionaire, the respective department should ensure that the vendor attaches copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

This issues with the approval of Member (Finance).


(S. Radhakrishnan)
General Manager (Finance)

Copy Enclosed

Distribution:

- DGM (ES) to Chairman
- DGMS (ES) to Member (Planning)/Member(ANS)/Member(Finance)/ Member (HR)/ Member (Ops)
- ED (Fin) -II
- All HODs at CHQ/Operational Office/AAI Office Complex-*with a request to include details/documents mentioned in para 1 & 2 in Tender documents.*

Advisory: For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

IFSC CODE: ICIC0000007

Corporate Name- Airport Authority of India

Field Number

7037

Particulars (to be mentioned in Row 1)

<unique identifier> (LIST ATTACHED)

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

S No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	Corporate Headquarters	precheckbgv@aaiaero	AAICORHQ
2	RHQ-NR	bgv.rhqnr@aaiaero	AAIRHQNR
3	JAMMU	bgv.jammu@aaiaero	AAIJAMMU
4	SRINAGAR	bgv.srinagar@aaiaero	AAISRINAGAR
5	AMRITSAR	bgv.amritsar@aaiaero	AAIAMRITSAR
6	CHANDIGARH	bgv.chandigarh@aaiaero	AAICHANDIGHAR
7	JAIPUR	bgv.jaipur@aaiaero	AAIJAIPUR
8	JODHPUR	bgv.jodhpur@aaiaero	AAIJODHPUR
9	UDAIPUR	bgv.udaipur@aaiaero	AAIUDAIPUR
10	KHAJURAHO	bgv.khajurao@aaiaero	AAIKHAJURAO
11	CATC ALLAHABAD	bgv.catc@aaiaero	AAICATC

②

12	SAFDARJUNG AIRPORT	bgv.safdarjung@aai.aero	AAISAFDARJUNG
13	VARANASI	bgv.varanasi@aai.aero	AAIVARANASI
14	DEHRADUN	bgv.dehradun@aai.aero	AAIDEHRADUN
15	RHQ-WR	bgv.rhqwr@aai.aero	AAIRHQWR
16	INDORE	bgv.indore@aai.aero	AAIINDORE
17	BHOPAL	bgv.bhopal@aai.aero	AAIBHOPAL
18	RAJKOT	bgv.rajkot@aai.aero	AAIRAJKOT
19	VADODRA	bgv.vadodra@aai.aero	AAIVADODRA
20	SURAT	bgv.surat@aai.aero	AAISURAT
21	AURANGABAD	bgv.aurangabad@aai.aero	AAIAURANGABAD
22	JUHU	bgv.juhu@aai.aero	AAIJUHU
23	NAGPUR	bgv.nagpur@aai.aero	AAINAGPUR
24	PUNE	bgv.pune@aai.aero	AAIPUNE
25	GOA	bgv.goa@aai.aero	AAIGOA
26	AHMEDABAD	bgv.ahmedabad@aai.aero	AAIAHMEDABAD
27	RHQ-ER	bgv.rhqer@aai.aero	AAIRHQER
28	GAYA	bgv.gaya@aai.aero	AAIGAYA
29	PATNA	bgv.patna@aai.aero	AAIPATNA
30	RANCHI	bgv.ranchi@aai.aero	AAIRANCHI
31	BHUBNESHWAR	bgv.bhubneshwar@aai.aero	AAIBHUBNESHWAR
32	RAIPUR	bgv.raipur@aai.aero	AAIRAIPUR
33	PORTBLAIR	bgv.portblair@aai.aero	AAIPORTBLAIR
34	BAGDOGRA	bgv.bagdogra@aai.aero	AAIBAGDOGRA
35	PAKYONG-SIKKIM	bgv.pakyong@aai.aero	AAIPAKYONG
36	RHQ-SR	bgv.rhqsr@aai.aero	AAIRHQ-SR
37	CALICUT	bgv.calicut@aai.aero	AAICALICUT
38	TRIVANDRUM	bgv.trivandrum@aai.aero	AAITRIVANDRUM
39	COCHIN-CIAL	bgv.cochin@aai.aero	AAICOCHIN
40	COIMBATORE	bgv.coimbatore@aai.aero	AAICOIMBATORE
41	MADURAI	bgv.madurai@aai.aero	AAIMADURAI
42	TIRUCHIRAPALLI	bgv.tiruchirapalli@aai.aero	AAITIRUCHIRAPALLI
43	HYDERABAD	bgv.hyderabad@aai.aero	AAIHYDERABAD
44	TRIPUTI	bgv.tripati@aai.aero	AAITRIPATI
45	VIJYAVADA	bgv.vijyavada@aai.aero	AAIVIJYAVADA
46	VISAKHAPATNAM	bgv.visakhapatnam@aai.aero	AAIVISAKHAPATNAM
47	BANGALORE	bgv.bangalore@aai.aero	AAIBANGALORE
48	MANGALURU	bgv.mangaluru@aai.aero	AAIMANGALURU
49	RHQ-NER	bgv.rhqner@aai.aero	AAIRHQNER
50	AGARTALA	bgv.agartala@aai.aero	AAIAGARTALA
51	DIMAPUR	bgv.dimapur@aai.aero	AAIDIMAPUR
52	DIBRUGARH	bgv.dibrugarh@aai.aero	AAIDIBRUGHAR

53	SILCHAR	bqv.silchar@aai.aero	AAISILCHAR
54	IMPHAL	bqv.imphal@aai.aero	AAIIMPHAL
55	GUWAHATI	bqv.guwahati@aai.aero	AAIGUWAHATI
56	KOLKATA AIRPORT	bqv.kolkata@aai.aero	AAIKOLKATA
57	CHENNAI AIRPORT	bqv.chennai@aai.aero	AAICHENNAI
58	CHENNAI PROJECT	bqv.chennaiproj@aai.aero	AAICHENNAI PROJECT
59	RAU-SAP	bqv.rausap@aai.aero	AAIRAUSAP

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Annexure II

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted
by applicant to BG issuing bank>

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where
beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier _____ in
field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG
amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-
ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

