

File No. AAI/IMP/COMML/RGS/2023/ 201-202

Dated: 20.07.2023

To

M/s SITA Information Networking Computing India Pvt. Ltd.,
AFL House, Ground Floor,
Lok Bharti Complex Marol Maroshi Road,
Marol, Andheri East,
Mumbai-400059.

Subject: Award of License for Radio (Remote) Ground Station (RGS) at Imphal International Airport.

Sir,

In response to your offer in the e-tender (Tender ID 2023_AAI_151576_1) of License for Radio (Remote) Ground Station (RGS) at Imphal International Airport, we are pleased to inform that the Competent Authority has decided to award the subject licence to you on the following terms and conditions: -

2. You shall operate the Radio (Remote) Ground Station (RGS) at Imphal Airport.

3. **Area / Location:**

Area approx. 3 Sqm. (Non A/C Area) – Near the overhead tank at Imphal Airport.

4. (a) The period of the licence shall be for a period of 05 (Five Years) from the date of issue of this award letter.

(b) The license can be terminated by giving 120 days' notice in writing from either side without assigning any reason.

(c) AAI can also terminate the license on a short notice on account of un-satisfactory performance.

5. (a) You shall pay monthly license fee @ USD 505.00 (USD Five Hundred Five only) and applicable taxes including 18% GST for the 1st year. 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 the 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 the date of award of this contract.

Page 01 of 05

[Signature]

विमानपत्तन निदेशक का कार्यालय,
इम्फाल अंतरराष्ट्रीय हवाई अड्डा,
डा: तुलिहल, इम्फाल, मणिपुर – 795140
दूरभाष : (0385) 2455069 (ऑ.), फेक्स : (0385) 2455076
ई-मेल: apdimphal@aai.aero

O/o The Airport Director
Imphal International Airport,
PO: Tuliha, Imphal, Manipur – 795140
Phone: (0385) 2455069 (O), Fax : (0385) 2455076
e-mail : apdimphal@aai.aero

- 2 -

6. AAI shall raise bill on or before 10th of every month for the licence fee. 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 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.

7. In addition to the above said license fee, Licensee is also liable to pay applicable space rent for the area allotted, Utility/Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time), presently normal notified Space rent of Rs.1000/- Per Sqm Per Month for AC Space and Rs.670/- Per Sqm Per Month for Non- AC space is applicable w.e.f 01.04.2023, which are subject to annual escalation @7.5% then rounded off nearest to Rs.10/- from 1st April 2025 and every year thereon or as may be notified by AAI from time to time) for allotted space.

8. In addition, 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.

9. You shall pay one-month advance payment of USD 505.00 (US Dollar Five Hundred Five Only) towards License Fee and applicable taxes including 18% GST within 15 (Fifteen) days from the date of issuance of the award letter.

10. The licensee shall have to provide interest free Security Deposit equivalent to Six (06) months of monthly quoted license fee of the 1st year to AAI which amounts to Rs.3,09,000/- (Rupees Three Lakh Nine Thousand Only) as under:

Particulars	Amount (Rs.)
License Fee	248581.2
Space Rent	12060
CAM/Utility/Facilitation Charges	1206
Sub Total	261847.2
Add provision for probable taxes @18% on above	47132.496
Total (rounded off to next thousand)	3,09,000

Payment of Security Deposit should be made within 15 days from the date of issuance of award letter. The SD amount to be furnished in the form of Bank Guarantee only to be issued by a Nationalized / Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable). The Bank Guarantee should be valid for the entire period of license plus 180 days from the date of expiry of contract.

Page 02 of 05

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- 3 -

The Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual license/concession value for the last year i.e. **Rs. 36,360/- (Thirty-Six Thousand Three Hundred Sixty Only)** in the form of BG/DD/PO/RTGS/NEFT in favour of AAI. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.

11. You shall have to enter into an Agreement with AAI for which a Non-Judicial stamp paper (Manipur) with denomination of Rs.100/- and 40 numbers of judicial sheets may be deposited with this office within 10 days.

12. **The Gestation Period:**

- Gestation period of 90 days or actual commencement of Commercial Operation, whichever is earlier, shall be permissible. It shall be reckoned from the date of handing over of sites.
- No Gestation period is to be permitted in case of renewal/award of the concession/license in favour of the existing licensee in the same place (i.e. same area as well as location). However, 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 permits, 30 day's gestation period, may be permitted.

13. AAI reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon you to vacate the site and may give you an alternative premise for the purpose of this license. In such a case, you shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by you and the licensee (you) shall not be entitled to claim any compensation or revision in the license fee on that score.

14. AAI does not take any responsibility of providing any type of light fittings except light point. You will have to make your own arrangements for furniture and other electrical gadgetries (i.e. good brand electric meter, cables, switches etc.) subject to prior approval by AAI (Engg. Departments) before installation / taking up of any modifications of existing sites. You shall be responsible to obtain proper insurance coverage for the belongings kept by you in the licensed premises.

15. If the agency fails to start facility within stipulated period than it will be presumed that the party is not interested to this work and action shall be taken as per the relevant clauses.

16. 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.

Page 03 of 05

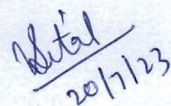
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- 4 -

17. 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.
18. 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.
19. Other terms and conditions shall be as per the e-tender documents for the subject facility.
20. You are required to convey the acceptance within Ten (10) days from the date of award letter along with the duly signed duplicate copy of this award letter.
21. This award letter shall form a part of the License Agreement to be executed.

Yours Sincerely,



(Vipul Sital)

Manager (Comml.)

For Airport Director

AAI, Imphal International Airport

DISTRIBUTION: CIVIL/ELECT/CNS/FIN/FS/OPS'

Page 04 of 05



Special Terms and Conditions

1. 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/ any other Statutory Authority and if they order 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 provider shall pay penalties to AAI as per termination clause of contract agreement. The Service Provider shall not be entitled for any such claims from AAI.
2. The infrastructure for RGS facility shall not hamper any other AAI facility and should comply with all the security norms applicable at the airports and all the regulation and guidance issued by DGCA, DOT/WPC, BCAS, Govt. of India.
3. AAI shall make provision of raw power supply and ambient space for the installation of RGS equipment.
4. The direct and indirect cost involved for procurement, installation and operation of RGS equipment is to be borne by the service provider apart from license fee and other charges payable to AAI as per the terms of the contract.
5. The licensee shall have to make all arrangements with the Airlines for providing adequate signals, O&M expenses vis-à-vis the service charges.
6. No Objection Certificate from AAI (CNS In-Charge) for each location uninterrupted and non-interfered operations of CNS facilities shall be ensured.
7. The licensee shall indemnify AAI from any claim from individual Airlines/users/any regulatory agency.

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