

AAI/MYS/APD/COMML./Combined Contract/2023-24

1179-83

Date:09.06.2023

To,

M/s SRB Enterprises,
Ikbal Nagar, Madhopara,
K.Hat, Purnea,
Bihar - 854 301

Name of the License: Combined contract facility for operating Snack bar in the Departure hall, Vehicle parking management rights, Trolley Retrieval cum Advertisement rights cum and visitor Airport Entry Ticket at Mysuru Airport.

With reference to your e-tender no. **2023_AAI_152262_1** on the above mentioned subject. The competent Authority is pleased to award license for combined contract facility for operating Snack bar in the Departure hall, Vehicle parking management rights, Trolley Retrieval cum Advertisement rights cum and visitor Airport Entry Ticket at Mysuru Airport.

The license shall be for a period of One (01) year extendable further for a period of One (01) year subject to the following terms & conditions:-

1. Award for license is for a period of 01 year on payment of license fee of **Rs. 1,88,786.00 (Rupees One Lakh Eighty Eight Thousand Seven Hundred and Eighty Six only)** per month plus applicable taxes (GST) and other charges.
2. The licensee shall pay a license fee and other charges by E-payment. No outstation cheques shall be accepted in the form of license fee. In the event of failure to pay license fee and other charges by due date, interest @ 18% per annum shall be payable on all delayed payments, without prejudice to the AAI's other rights and duties. All payment shall be made by 25th of every month as advance payment for that month, as per the rates applicable, notwithstanding that no bill has been received by you or within 07 days from the date of receipt of bill whichever is earlier.
3. Your firm has to submit the Security Deposit amount within 15 days and from the receipt of the award letter and perform the contract from the date of issuance of this letter.
4. Payment of advance license fee **Rs. 2,22,768.00 (Rupees Two Lakhs Twenty Two Thousand Seven Hundred and Sixty Eight only)** (Including GST @ 18%) within fifteen (15) days from the receipt of the award letter.

5. Payment of Security Deposit within 15 days from the issuance of award letter, amounting to **Rs. 6,68,304.00 (Rupees Six Lakhs Sixty Eight Thousand Three Hundred and Four only)** as interest free refundable Bank Guarantee (hereinafter referred to as Bank Guarantee) in the form of Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co- operative Banks, even scheduled cooperative banks, or in the form of FDR shall not be acceptable) should be valid for the entire period of license plus Six (06) months.
6. That the licensee shall also be liable to deposit a sum of **Rs. 1,33,661.00 (Rupees One Lakh Thirty Three Thousand Six Hundred and Sixty One only)** towards security deposit in respect of electricity charges amounting to 5% of amount equivalent to license / concession fee per month multiplied by period of concession fee of the 1st year. The said security deposit will cover Security Deposit towards all types of utilities such as Electricity, Water, Data port, Telephone etc.
7. This Bank Guarantee shall be returned to the licensee by the Authority within 03 months of the expiry of the said period or early termination of the agreement subject to the clearance of all outstanding dues of licensee.
8. Execution of agreement within 15 days from the issuance of award letter.
9. Business incubation period shall mean a period of 15 days from the date of issuance of letter of Intent to Award (LOIA) to the selected bidder. The selected bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.
10. Gestation period shall be 30 days or actual commencement of commercial operation whichever is earlier, will be permitted for the license.
11. The gestation period will be deemed to have commenced on 15th day of issuance of LOIA i.e. immediately after expiry of business incubation period. The period of license shall be as above from the date of handing / taking over.
12. The license can be terminated by either side by giving 30 days notice. However, AAI can terminate the contract on a short term notice, in writing of 15 days on grounds of unsatisfactory performance or passengers / users complaints. In such an event, the license shall vacate the premises and hand over peaceful possession of the licensed premises to AAI without claiming any compensation OR raising any dispute.
13. The licensee shall be allowed to exercise the rights only after payment of Security Deposit, advance license fee, communication of his acceptance of the terms and conditions and after execution of agreement on non-judicial stamp paper of Rs. 100.00. The cost of which shall be borne by licensee.

14. The licensee shall be required to meet all statutory taxes, levies to the central / state /local bodies as prescribed from time to time.
15. In case AAI decides to increase the parking charges of vehicles in future the license fee shall be negotiable on pro-rata basis.
16. The licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
17. The Licensee shall make arrangements to obtain appropriate insurance cover in respect of all properties / goods, if any proposed to be stored or used by the licensee.
18. Draft agreement in standard AAI format (Copy Enclosed) in quadruplicate along with four photographs of authorized signatory should be submitted on a non-judicial stamp paper of Rs. 100/-. The award letter is an essential part of License Agreement and should be submitted along with the License agreement.
19. The bidder/licensee has to obtain prior permission from BCAS for operating the facility in Airport by acquiring Security Clearance from BCAS before commencement of operations/ within gestation period. The bidder has to apply through e- SAHAJ (Security clearance online portal). AAI, Mysuru will not be responsible for delay in getting security clearance from BCAS.
20. All other terms and conditions should be as per NIT.

Please acknowledge the receipt of the letter.

Yours faithfully

(Anoop J R)

Airport Director

अनूप जे आर /Anoop J R

विमानपत्तन निदेशक /Airport Director

भारतीय विमानतन प्राधिकरण

Airports Authority of India

मैसूरु हवाई अड्डा / Mysuru Airport

मैसूरु -५७१३११ / Mysuru -571 311

Copy to:

1. Regional Executive Director, AAI, SR, Chennai.
2. Executive Director (Comml), AAI, CHQ, New Delhi.
3. General Manager (Fin), AAI,SR, Chennai.
4. Jt. General Manager (Comml.), AAI, SR, Chennai.

Internal:

DGM(CNS)/ Sr. Mgr(ATM)/ Mgr(E-C)/ Mgr(E-E)/Comml./ AM(OPS)/CSO/ AM(Fire) / Supervisor (HR)