



OFFICE OF AIRPORT DIRECTOR
AIRPORTS AUTHORITY OF INDIA
KOLHAPUR AIRPORT
KOLHAPUR



विमानपत्तन निदेशक का कार्यालय
भारतीय विमानपत्तन प्राधिकरण
कोल्हापूर हवाई अड्डा
कोल्हापूर



Ref:- AAI/VAKP/COMML/Advertising/LIOA-01/2023-24/ 2203

Date:- 20.11.2023

मैसर्स खुशी एडवर्टाइजिंग आइडियास प्राइवेट लिमिटेड,
दीपावली सेंटर, 8, पुराने हाई कोर्ट के आपोसीट,
इंकम टैक्स पुल के पास, आश्रम रोड,
अहमदाबाद, 380 014
गुजरात.

M/s Khushi Advertising Ideas Pvt. Ltd.,
Deepawali Center, 8, Opp. Old High Court,
Nr. Incometax Under Bridge, Ashram Road,
Ahmedabad – 380 014,
Gujarat.

विषय: कोल्हापूर हवाई अड्डे पर विशिष्ट विज्ञापन अधिकारों के लिए अवार्ड पत्र ।

Subject: Award Letter for 'Exclusive Advertisement Rights at Kolhapur Airport'.

महोदय /Sir,

Reference is invited to your tender bid submitted/opened on dated 14/07/2023 for Exclusive Advertisement Rights concession' (Tender ID: 2023_AAI_156101_1) at Kolhapur Airport (WR).

We are pleased to inform you that the Competent authority has accepted and approved your submitted bid for award of license for 'Exclusive Advertisement Rights concession at Kolhapur Airport' (Tender ID: 2023_AAI_156101_1) at Kolhapur Airport for a period of 05 years for an area admeasuring **1440 sqft** at quoted license fee of **Rs. 440/- per sqft per month** (Plus all applicable taxes) subject to compliance of all the terms condition stipulated in RFP.

1. Name and Type of Concession:

Name of Concession	Term of Concession	Assigned area for Advertising concession	Maximum Reserve license fee per sqft per month
"Exclusive Advertisement Rights" and cover all types of indoor and outdoor advertising / brand promotion media, such as Bill Boards, Gantries, Back Lit Static Displays, Stunners, Display Windows, Flag Posts, Traffic Signage's, Digital/Laser Floor/ Ceiling graphics, Product/ Services Showcasing with or Without Human Interface, Vehicle & Refitted Vehicle Displays with or without Human Interface, Multiple Imaging, Electronic & Digital Displays (e.g. Video Wall & Close Circuit Flight Information Television), LCD/LED TV Displays Time & Temperature Displays, Ball Balloons, Shoe Shining Machines, Multi Screen Moving Displays, Conveyor Belt Advertisements, Pillar	Five Years (05)	1440 Sqft AAI will adopt flexible approach wherever possible while finalizing location layout plan and the Concessionaire will have the right to choose the best locations from the available area identified in the location lay out plan.	On Payment of Monthly Concession Fee [Concession fee (License fee) for the first two concession year shall be quote offered by the successful bidder For the tendered display area (i.e. Quoted rate per sqft per month multiplied by total' advertisement display area as Per RFP/ tender as well as Para

20.11.23



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Wraps, Special Brand Promotion Drop Downs / Banners / Decorations on special events, Mobile / Laptop Chargers / Sponsorship / Advertising on Security Trays, Queue Managers, Planters and any future advertising innovations etc. In brief all direct and surrogate activities concerning brand promotion of any company/ organization/ person or persons/ product/ service would encompass Advertising Rights". However special exclusions notified by Authority in the RFP (Clause 5.2.5 Negative List) would not form part of this "Advertisement Rights". Note: Advertisement like Mobile / Laptop chargers / Queue managers / Security tray, etc. will be as per Clause 1.2.8.			1. Sub Para 1.2 "Advertisement Area" of this Letter of Intent to Award).
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Advertisement Area, License fee Payable, Rate of Escalation, Minimum Lock-in- period and Notice of Termination Period shall be as under:-

1.1 Contract Period:- Five (05) Years

1.2 Advertisement Area:- 1440 sqft

(a) Initially, License fee shall be payable for 400 sqft advertisement area or actual area occupied by the licensee, whichever is higher.

(b) On completion of two years of contract period, License fee shall be payable on pro- rata basis for the advertisement area whichever is higher of below three:-

- (i) 400 sqft advertisement area (OR)
- (ii) 50% of total area earmarked for Advertisement (or)
- (iii) Actual area occupied by the licensee

(c) On completion of three years of Contract period, License fee shall be payable on pro-rata basis for the advertisement area whichever is higher of below two

- (i) 75% of total area earmarked for advertisement (OR)
- (ii) Actual area occupied by the licensee.

1.3 Rate of Annual Escalation

NIL escalation upto three years, thereafter the concession fee shall always be as per formula linked with CPI and Traffic Growth w.r.t previous year Traffic data subject to a minimum of 10% and maximum of 20%.



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1.4 Minimum lock-in-period:- Two (02) years.

1.5 Notice of termination period: Termination Notice period and Lock-in-period may be coterminous.

2. Allocation of Space

The total area for concession is 1440 sqft as per the RFP. The scope of concession shall be as per the provision of the RFP.

3. Period of License

The Concession shall be for a period of Five (05) years shall be reckoned from the Concession Fee Commencement Date as already defined in the RFP Clause 5.3.

4. Access Date

"Access Date" shall mean the date on which the Concessionaire is handed over physical possession of the approved location (after completion of the contractual formalities like acceptance of LOIA, submission of security deposit, signing of agreement etc.) within the incubation period. In case the agency fails to take over the approved sites within 60 days of LOIA, the 61st day from LOIA shall be deemed to be the access date. A handing over/taking over report to be signed by the concessionaire with AAI on or before the commencement date.

5. Gestation Period

The Gestation Period will be that of sixty (60) days starting from the Access Date and expiring on the Concession Fee Commencement date.

6. Financial terms

6.1 Concession fee (License fee) for the first concession year shall be quote offered by the successful bidder for the tendered display area (i.e. Quoted rate per sqft per month multiplied by total advertisement display area in the RFP tender as well as Para L, Sub Para 2 "Advertisement Area" of this Letter of intent to Award.) For subsequent concession years, the concession fee shall always be as per clause 10.2.3 of RFP as well as Para 1, Sub Para 1.2 "Advertisement Area" of this Letter of Intent to Award'

6.2 The concessionaire shall, in consideration of the Concession granted by Authority, pay to Authority the Concession Fee as defined in the RFP. Concession Fee shall be payable on a monthly basis at respective airports. The concessionaire shall pay with respect to the concession fee, the taxes including GST which shall be over and above the concession Fee.

7. Concessionaire Fees and Utility Charges

The concessionaire shall pay to the Authority or any other agency appointed by Authority in this regard, the Utility Charges- for use of utilities such as electricity, water etc. in relation to each of the backup office/godown area, Service Area, Advertisement Display Location etc. comprised in the Concession in accordance with this cause. Such charges shall be, paid by the concessionaire to the Authority or any other agency appointed by the authority in this regard, promptly and expeditiously. Such Utility Charges shall be payable at the rate prescribed by Authority for actual usage to be



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metered. After raising bills by AAI in respect of electricity/utility charges the concessionaire would be under obligation to make payments within 10 days of bill date.

7.1 Payments to Authority

7.1.1 The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Advertisement Locations comprised in the Concession in accordance with this Article.

- a) Concession Fee as agreed and as specified under Article Ten (10) of RFP as well as Para 1. Sub Para 1.2 "Advertisement Area" of this letter of Intent to Award
- b) Utility Charges, as per metered actual consumption

7.1.2 The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Service Area(s) if allotted to the Concessionaire in respect of this concession in accordance with this Article.

- a) Space Rent at rates as notified from time to time.
- b) Common Area Maintenance (CAM) charges.
- c) Utility Charges, as per metered actual consumption

7.1.3 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 periods.

7.2 Common Area Maintenance (CAM) Charges:

7.2.1 The Concessionaire shall pay to the Authority, the Common Area Maintenance (CAM) Charges in relation to each of the Service Area(s) comprised in the Concession in accordance with this Clause. Such CAM Charges shall be at the rate of 10% (ten percent) of the Space Rent applicable for such area, as may be notified by the Authority from time to time.

7.3 Utility Charges 7.3.1

The Concessionaire shall pay to the Authority or any other agency appointed by Authority in this regard, the Utility Charges for use of utilities such as electricity, water, etc. in relation to each of the backup office/ go down area. Service Area, Advertisement Display Location etc. comprised in the Concession in accordance with this Clause. Such Charges shall be paid by the Concessionaire to the Authority or any other agency appointed by the Authority in this regard, promptly and expeditiously. Such Utility Charges shall be payable at the rate prescribed by the Authority for actual usage to be metered. After raising bills by AAI in respect of electricity/utility charges the concessionaire would be under obligation to make payments within 14 days of bill date.

8. Delay of Payment

8.1 Airports Authority of India (AAI) shall raise bill by 10th of every month. The concessionaire has to pay the bill by the 25th of the same month failing which interest on delayed payments 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 the interest at the rate of 18% per annum shall be charged from the due date. In case, default persists on the 31st day counted from Due Date, AAI will issue a notice of



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dissatisfaction. After expiry of notice of dissatisfaction, if the default still persists. AAI to terminate the concession forthwith, in any case not exceeding 120th day from notice of termination. With the termination of the contract, the agency will be debarred for a minimum period of 3 years for participating in any tenders floated for AAI Airports

8.2 Irrespective of the receipt of the bills from AAI, the Concessionaire is bound to remit the License fee on 25th of day of the current month as per the concession agreement.

9. Completion of formalities

9.1 The obligations and duties of the Concessionaire are as prescribed in the RFP and the Concession Agreement.

9.2 The Selected Bidder within seven (07) days after accepting the LOIA shall submit a detailed Draft Location Layout Plan indicating specific locations, sizes, type of medium, fixing and hoisting arrangements, material specifications, illumination requirements etc. for consideration of Authority. It is further provided that the Revised Location Layout Plan after incorporating the observations of Authority which would be communicated within seven days of submission of Draft Location Layout Plan would need to be submitted back within seven (07) days of receipt of observations of Authority for final approval within the limitations of the Location Layout Plan Approval Protocol. On receipt of the Revised Location Layout Plan the Authority would approve the same at its earliest but in any case, not later than the sixty (60) days from the date of LOIA within the business incubation period access date.

9.3 The concessionaire would be permitted a Business Incubation Period of sixty (60) days from the date of issue of the Letter of Intent to Award. The Concessionaire shall fulfil all the conditions specified in the Letter of Intent to Award to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority) in this Business Incubation Period of sixty (60) days including following

9.3.1 On or before the date of execution of the concession agreement, the Concessionaire shall submit Security Deposit equivalent to six (6) months License Fee of the first year i.e. **Rs. 38,01,600/- (Rupees Thirty Eight Lakhs One Thousand and Six Hundred, only)** in the form of Bank Guarantee (BG) with validity up to 6 months from the date of completion of contract and 2 months Advance License fee (inclusive of GST) of the first year amounting to **Rs. 16,44,826 /- (Rupees Sixteen Lakhs Fourty Four Thousand and Eight hundred Twenty-Six, only) in the form of RTGS NFFT with AAI.** (The Security Deposit in the form of Bank Guarantee and Demand Draft shall be submitted by the Concessionaire at the respective Airports.)

9.4 Security Deposit

a) On or before the date of execution of the concession agreement the selected bidder /SPV shall deposit Bank Guarantee equivalent to six (6) months License fee as interest free Security Deposit.a

b) Two months Advance license fee of first year shall be paid in the form of online payment /NEFT/RTGS.

c) AAI reserve the right to modify the definition of security deposit and enhance the same according to prevailing AAI policies and guidelines from time to time.

9.4.1 The Interest Free Security Deposit shall be deposited either in RTGS/NEFT or in the form of a Bank Guarantee (only from a scheduled commercial bank and BG from co-operative banks not



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acceptable) which would need to be kept valid for a period of six (06) months beyond the expiry of the Concession Term.

9.4.2 The Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

9.4.3 "Advertisement" would mean display of advertisement material by any medium of the choice of the Concessionaire without any distinction of being illuminated or non-illuminated including advertisement by means of pictures, printed material, digital/laser and/or electronic medium, outdoor hoardings, product showcasing and any other form that are not objectionable or prohibited by Applicable Law subject to approval of AAI.

9.4.4 The concessionaire shall procure all applicable Permits under Applicable Laws which are required to execute and perform the Agreement and submit copies thereof to Authority.

9.4.5 The Concessionaire shall be under obligation to obtain the final approval of the detailed location plan of the Advertisement display after incorporation of observations of Authority within the limitation of locations layout plan approval protocol under any circumstances before the Access date

9.4.6 The selected bidder shall provide to Authority with, the updated shareholding pattern of the selected Bidder, as on the date of execution of the Concession Agreement.

9.4.7 The Selected bidder shall certify to Authority that apart from the authorizations and approvals provided to Authority there are no further approvals or consents (whether statutory or contractual) required by the Selected Bidder to execute the Concession Agreement

9.4.8 The selected Bidder shall execute the concession Agreement as Incubation period after issuance of Letter of Intent to Award as per Form VII in RFP, per the draft Concession Agreement part of the RFP as Appendix II. 9.49 The selected Bidder shall sign and promise to abide by the integrity pact within Business

10. Alternate location and resurrection Period

10.1.1 The Concessionaire would be entitled to a Resurrection Period of Thirty (30) days in respect of Displaced & Withdrawn-locations which have to be resurrected at an Alternate Location from its Original Location. This resurrection period would be a Concession Fee Holiday Period on proportionate basis in respect of the affected locations only.

10.1.2 The Concessionaire however would not be entitled any Resurrection Period if the relocation of an Original Location to an Alternate Location has been sought under Rationalization Rights.

10.2 Change in Passenger Terminal Building/Traffic Circulation Car Park Areas and Airport Approach Roads

In such an event it would be incumbent upon Authority to provide all necessary details and drawings and inform the Concessionaire at least six (06) months in advance of the Commissioning date of the new facilities so that the Concessionaire can redraw the Location Layout Plan and seek approval of the Authority for implementing the same at the new facilities on their commissioning. The approval of the Revised Location Layout Plan would continue to be governed by the Location Layout Plan Approval Protocol. In the event Authority ensuring the approval of Revised Location Layout Plan and availability of new Concessioned premises for relocation of Advertisement hardware at least sixty (60) days before the commissioning date, it would be deemed that the concessionaire has been provided the necessary resurrection period for relocating the displaced location (s) from its original location(s) to Alternate location (s). In the event of failure of Authority to meet above specified

Signature
2021/22



schedule then the necessary resurrection period and Concession Fee Holiday would be allowed as if all the affected locations were Displaced/ Withdrawn Locations.

10.3 **"Resurrection Period"** shall mean a period of Thirty (30) days from the date of communication of approval, of an Alternate Location in respect of a Displaced or withdrawn Location and would be a Concession Fee Holiday Period on Proportionate basis in respect of the affected locations only

10.4.1 **"Displaced Location"** shall mean an originally approved location ordered to be relocated at an Alternate location by Authority to meet its requirements. In such an event the Concessionaire would be entitled to a notice period of one month (30 days) and a Resurrection period of Thirty (30) days as already defined herein after the date of communication of approval of Alternate Location.

10.4.2 Further the agency has to submit the alternate location plan within 7 days of such notice and AAI will approve or suggest alternate sites within the 30 days of issue of notice. In case of non-agreement between the parties towards alternate location, the decision of AAI shall be final and binding upon the concessionaire. In such an event resurrection period would be deemed to be commenced from 31st day of notice. Such non-agreement will not attract any rebate other than permissible during resurrection period.

11. Occupancy Status Report

11.1.1 **"Occupancy Status Report"** would mean a report on the status of the physical percentage of Assigned Advertisement area which could be commercially sold by the concessionaire in a quarter of a Concession year. The Concessionaire would be under an obligation to submit such report to Authority on a Quarterly basis.

11.1.2 The Concessionaire would be under an obligation to submit report ("Occupancy Status Report") to Authority on a Quarterly basis on the status of the physical percentage of Assigned Advertisement area which could be commercially sold by the concessionaire in a quarter of a Concession year.

12. EMD Forfeiture

12.1.1 The Earnest Money Deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

- a. If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 6 of this RFP
- b. If a Bidder withdraws its Proposal during the period of Proposal Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and Authority,
- c. In the case of Selected Bidder, if it fails within the specified time limit of Incubation period of sixty (60) days from date of issuance of Letter of Intent to Award the concession to the Selected Bidder:
 - (i) to sign and return the duplicate copy of LOIA; or
 - (ii) to furnish the Security Deposit within the period prescribed there for in the LOIA; or
 - (iii) to furnish the Concession Agreement; or
 - (iv) to submit draft Location Layout Plan within 07 days of Issuance of LOIA date as per RFP; or

12.1.2 Without prejudice and in addition to the rights of Authority to invoke the Earnest Money Deposit (EMD) as provided elsewhere in the RFP, the Earnest Money Deposit (EMD) shall be liable to be forfeited and appropriated by Authority in case of failure of a Selected Bidder to fulfill any of

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the Conditions of Award within the stipulated time and in accordance with the manner prescribed therefore in this RFP and/or the Letter of Intent to Award.

12.1.3 Upon forfeiture by Authority of the Earnest Money Deposit (EMD) as above. Authority shall have the right to cancel/ revoke the Letter of Intent to Award and immediately upon issuance of notice intimating such cancellation revocation, to select such other Bidder(s) as may be deemed fit by Authority and /or deal with the Concession as it may deem fit in its sole and absolute discretion.

13. Termination

May please refer Article 19 [Termination], of RFP "Concession Agreement" The same shall be binding on Concessionaire.

14. Exit Clause

14.1.1 In the event of Concessionaire causing Unsatisfactory Performance and failing to make amends even after issuance of Notice of Dissatisfaction during the Minimum Lock in Period as defined herein. the Authority will be entitled to terminate the Concession Agreement after issuing Notice of Termination. However otherwise after the expiry of the Minimum Lock In Period both the parties can opt for this route after serving the Notices of Dissatisfaction and Notice of Termination on each other.

15. The Licensee shall comply with the requirement of all standard health clauses.

16. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act, Deduction of PF, Contract labour (Regulation and Abolition) Act 1970 ESIC Act and the provisions of any statutory law applicable to the Licensee including any rules regulations made by the authority, Civil Aviation Department or any other Department Government of India, State Government of Maharashtra and or local body or administration in force from time to time and to the business which Licensee is allowed to carry on under this agreement and to the area in which the said premises are located.

17. The premises are and shall be deemed to be Airport Premises as defined in the Provisions as Available in Chapter VA "Eviction of unauthorized occupants Act, of Airports Authority of India Act 1994 (as amended in 2003) and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided under the said Act for eviction of Airport Premises.

18. The Selected bidder shall abide by the norms, policy and guidelines /regulations framed by AAL and regulatory authorities related to safety and security aspects of air operations and airport.

19. The Selected bidder shall abide by all safety and security norms prevailing from time to time and also abide by all the norms prescribed by AAI /BCAS w.r.t. Airport entry passes, etc., and other regulations:

20. In the event, Airports Authority of India requires the allotted space for other operational requirements the selected bidder shall be liable to vacate the allotted space within 60 days of the notice in writing. In case the selected bidder fails to vacate the space, AAI shall levy the damage charges as per the prevailing policy of AAL.

कोल्हापूर हवाई अड्डा, कोल्हापूर महाराष्ट्र / Kolhapur Airport, Kolhapur Maharashtra – 416004

☎ 0231-2677352 ✉ apdkolhapur@aai.aero 🌐 apdkolhapurairport 📧 @aaiKolhapur

Handwritten signature and date: 20/12/23



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21. 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.

22. The Licensee shall not use the premises for any purpose other than that for which the License has been granted.

23. The selected bidder shall obtain and fulfil all necessary permits, licenses and other permissions and statutory requirements as may be mandatory under the law in force at any time with regard to the operation of the subject license.

24. The selected bidder shall equip themselves with all necessary permits, Incenses and other permissions as may be required under the law in-force at any time with regard to the operation of the subject license.

25. 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 the Authority shall not be responsible for any loss or damage caused to the licensee on any account whatsoever.

26. The Licensee shall pay all rates, assessments outgoings and other taxes including GST as levied by the state authorities and others space allotted from time to time.

Other Conditions

27. The licensee shall submit the concession agreement on non-judicial stamp paper of Rs.200/- in the prescribed format as per RFP for execution by AAI within 60 days from the date of this LOIA at Airport.

28. The All payments towards concession fee, payable by the concessionaire to Authority, shall be in Indian Rupees.

29. The Concession is proposed to be granted for 05 (Five) years. The Concessionaire will have to operate the Concession for a minimum Lock in Period which would not be less than fifty percent of the awarded Concession Term. In the event of Concessionaire deciding to exit the Concession Agreement at the end of the Minimum Lock in period it would need to issue the Notice of Dissatisfaction and Notice of Termination in such a manner so that the expiry of the Notice Period synchronizes with the expiry date of the Minimum Lock in Period. The option of moving out of the Concession Agreement prior to expiry of the Minimum Lock in Period is not available to the Concessionaire. However, in the event of Concessionaire leaving on any date before the expiry of the Minimum Lock in Period it would have to face forfeiture of 6 months Security Deposit equivalent to current month license fee and a ban/debarring of three years on future participation in Tenders/RFP's flouted by Authority.

30. This letter of Intent/ Award letter along with NIET and NIET Corrigendum(s) will form part of the license agreement.



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31. The Selected Bidder shall, within 7 (Seven) working days of-the receipt of this Award Letter sign and return the duplicate copy of the same in acknowledgement thereof.

This issues with the approval of Competent Authority.

Thanking You,

भवदीय,



(अनिल ह. शिंदे)
विमानपत्तन निदेशक,
भाविप्रा-कोल्हापूर

प्रतिलिपी :-

1. क्षेत्रिय कार्यपालक निदेशक, भाविप्रा पक्षे मुम्बई
2. कार्यपालक निदेशक वाणिज्यिक, भाविप्रा, राजीव गांधी भवन, सफदरजंग हवाईअड्डा, नयी दिल्ली
3. महाप्रबंधक सतर्कता, भाविप्रा, पक्षे, मुम्बई
4. संयुक्त .प्र.म.(वाणिज्यिक), भाविप्रा, पक्षे मुम्बई
5. सी. ए. एस. ओ. (CASO) – कोल्हापूर विमानक्षेत्र

आंतरिक वितरण :- For information & necessary compliances of award & NIT conditions

- 1 वि .नि.
2. संयुक्त- महा.प्रबंधक (अभि.-सिविल)
3. वित्त विभाग
4. संयुक्त-महा.प्रबंधक (अभि.-विद्युत)
5. मुख्य सुरक्षा अधिकारी
6. प्रभारी अग्नी
7. प्रभारी -टर्मिनल मॅनेजमेंट