



DEOGHAR AIRPORT LIMITED

No. Deoghar /Comml /2023/cafeteria

Date-25-01-2024

To
M/s.Vinayak Enterprises
H no 2792/3550A, Ashok Nagar,
Road No 2,
Kankarbagh, Karbigahiya,
Patna, Bihar-800020
GST-10DZVPD4574H1Z7

Subject: Award of License for "Cafeteria Facility at Car Parking Area Deoghar Airport Limited, Deoghar"

Dear Sir,

The Competent Deoghar Airport Ltd is pleased to award the license for "Cafeteria Facility at Car Parking Area Deoghar Airport Limited, Deoghar" with tender id 2023_AAI_172770_1 on the following Terms and Conditions:

1. General:

1.1 The selected Bidder shall within **07 (seven) days** of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award.

1.2 Business Incubation Period shall mean a period of **15 (fifteen) days** from the date of issuance of 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.

1.3 Gestation Period- Gestation period of **30(thirty) days**, reckoned from the date of Handing over of site or **from date of issue of award letter**, whichever is earlier, shall be permissible.

2. Area- 5.55 sqm (approx.) Non-AC

3. License Term: The term of License of this award will be **03 (three) years** from the date of commencement of operation or expiry of gestation period whichever is earlier.

4. License Fee/Space rent:

4.1 The Licensee shall in consideration of the License granted by Deoghar Airport Ltd, pay to the Deoghar Airport Ltd, **License Fee of Rs. 40,111/- per month plus utility charges and taxes as applicable.** The space rent is subject to escalation as per policy of Deoghar Airport Ltd/ AAI and as

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Regd. Office- Deoghar Airport, Vill. - Katia, Post - Gurukul, Deoghar-814114 (Jharkhand)
CIN: U93000JH2019GOI013149, Phone: 011-24632950, email: apd.deoghar@aai.aero

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decided by Deoghar Airport Ltd/ AAI and same shall be applicable on the licensee. In addition to above, GST and other taxes as applicable shall be paid by the Licensee.

4.2 The license fees will be escalated every year by 10%.

4.3 Deoghar Airport Ltd shall raise bill on or before 10th of every month. The Licensee has to make the payment of License Fees etc. by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

4.4 The licensee is also liable to pay utility facilitation charges @ 10% of Space rent. Such charges shall be paid within the date(s) specified in the bill(s). The space rents shall be escalated as per policy issued from time to time and same shall be applicable on licensee.

5. Advance License fee: Payment of one-month advance license fee, with GST within 10 days from the date of the award letter as given below:

License fee	Rs. 40,111/-
Utility Charges :	Rs 371.85/-
10% on Space rent (@ Rs 670/-per sqm for 5.55 sqm)	
Total	Rs 40,482.85/-
GST @18%	Rs. 7286.91/-
Grand Total	Rs. 47770/-

(Rupees Forty Seven Thousand Seven Hundred and Seventy only)

6. The Licensee is also liable to pay all charges towards consumption of electricity and water as may be due as determined by the Deoghar Airport Ltd and at the rate(s) fixed by it from time to time in addition to the above said license fee. 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 Deoghar Airport Ltd 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. No reduction in license fee will be entertained by Deoghar Airport Ltd at any stage for whatever reasons.

8. SECURITY DEPOSIT: The licensee shall deposit **within 07 days** from the date of issuance of this award letter, a sum of **Rs. 1,91,080/- (Rupees one lac ninety one thousand and eighty only)**



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i.e an amount equal to approx **04 months of license fee** as an interest free Security Deposit in the form of 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 favour of Deoghar Airport Ltd. 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 Deoghar Airport Ltd may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event the licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Deoghar Airport Ltd 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 Deoghar Airport Ltd shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

9. Electricity Security Deposit- The Licensee shall also deposit an interest free security deposit towards Electricity charges, a sum of **Rs 28,662/-** i.e. an amount to 5% of annual license/License value for the last year as Security Deposit in the form of Bank Guarantee.

10. The Bank Details are mentioned below:

Particulars	Details
Name of the Beneficiary	DEOGHAR AIRPORT LIMITED
Bank Name	State Bank of India
Branch	DEOGHAR BAZAR
Account number	00000041720406360
IFSC	SBIN0003415

11. Agreement:

The agreement between the Licensee and Deoghar Airport Ltd shall be completed within **07 (seven) days** from the date of issuance of award letter (on **Stamp paper of Rs 500/-** related costs to be borne by the licensee). The Licensee shall execute an agreement in duplicate on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty, shall be procured by the agency each. Two copies of recent and attested passport size photographs of authorized signatory are to be submitted together with agreement of the license. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s)/e- tender(s) for a period of ONE (1) year, on account of non-completion of Execution of the Agreement within 15 days from the date of issuance of award letter.

12. Notice period for termination: Notice period for terminating the **license agreement is 30 days** by either side without any reason. Terminated by Deoghar Airport Ltd on short notice as and when required.

13. The Licensee shall equip itself with all necessary permits, licenses and such other permissions

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as may be required under the law in force at any time with regard to the operation of the subject license.

14. The Licensee shall use the premises for the bonafide 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 Deoghar Airport Ltd and the staff of various Airlines using the Airport and for no other purpose.

15. Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Deoghar Airport Ltd . Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.

16. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Deoghar Airport Ltd .

17. The Licensee shall not, unless with the written consent of the Deoghar Airport Ltd , create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.

18. The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.

19. 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 and Deoghar Airport Ltd for minimum period of 01 (one) year.

20. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.

21. The successful bidder is requested to fulfil the conditions specified in the Letter of Intent of Award (LOIA) to the satisfaction of Deoghar Airport Ltd (unless any of the conditions are waived in writing by Deoghar Airport Ltd).

22. The award letter and the tender conditions with tender id 2023_AAI_172770_1 shall form part and parcel of the license agreement.

भवदीय/Yours faithfully.


25/01/2024

Nasimus sehar

Asst Manager (Commercial)

For Airport Director

Deoghar Airport

Regd. Office- Deoghar Airport, Vill. - Katia, Post - Gurukul, Deoghar-814114 (Jharkhand)

CIN: U93000JH2019GOI013149, Phone: 011-24632950, email: info@deogharairport.com

Signature Not Verified

Digitally signed by Nasimus Sehar
Date: 2024.02.22 13:33:59 IST

Location: eProcurement System for Central PSUs