

संदर्भ संख्या: AAI/COMML/IMP/2024/SF2/472

दिनांक: 05.12.2024

सेवा में,

M/s Aurigans India Pvt. Ltd.,
First Floor, B/40
Gali Number 13, Nangal Dewat,
Vasant Kunj, New Delhi – 110 070
(E-mail – shushant@aurigansindia.com)

विषय : LOIA for award of Licence (Short Term)-SF2 for Food & Beverage outlet in SHA, Integrated Terminal Building, Imphal International Airport, Imphal (Tender ID: 2024 AAI 211294 1).

महोदय,

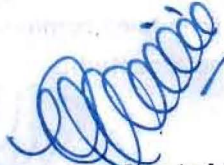
This has reference to your bid in the subject tender, the technical and financial bids of which were opened on 22.10.2024 and 20.11.2024 respectively. We are pleased to inform you that the Competent Authority has decided to award the subject licence to you on the following terms and conditions: -

1. The period of Licence shall be 01 (one) year (further extendable by 01 (one) year or commencement of Master Concession in NITB, whichever is earlier, unless terminated earlier on account of following: -
 - a) The licence can be terminated by giving 30 days' notice in writing from either side without assigning any reason.
 - b) AAI can also terminate the licence on a short notice on account of un-satisfactory performance.
 - c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.

The licensee shall necessarily operate the contract minimum of 20% of contract period, failing which the licensee may be debarred from participating in any tender in AAI for a period of 1 (one) year.

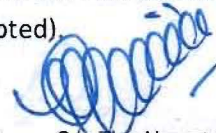
The concessioned area is 10 sqm (SF2 in SHA).

2. You shall be required to convey the acceptance of this LOIA within 07 days from the date of the issuance of LOIA along with the duly signed duplicate copy of this LOIA.
3. You shall pay the licence fee @ Rs. 3,06,000/- (Rupees Three Lacs Six thousand only) plus other applicable charges and Taxes per month. License Fees shall be subject to annual escalation as per NIET document.
4. In addition to above, the licensee shall pay Utility facilitation charges @ 10% on applicable space rent towards allotted area only (if applicable). Present rate of space rent (AC) w.e.f 01.04.2024 is Rs 1000/- per sq.mt and non (AC) is Rs. 670 per sq.mt per month. The space rent is subject to annual compound escalation @ 7.5% w.e.f 1st of April every year or as decided by AAI from time to time.



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5. GST (presently @18%) or any other tax levied by State / Central Govt. as applicable from time to time will be extra & payable by you.
6. (i) All bills (including MMG/MAG and any other bills) for the current month shall be raised on 1st day of month in advance, except true-up and reimbursement of expenditure bills like electricity, water etc. The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on 5th of succeeding month.
- (ii) A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by the Authority.
- (iii) AAI shall levy penal interest @ 12% annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in AAI account in the cases concessionaire/agencies settled the invoice after due date but within 90 days (date of invoice plus 90 days) and @ 18% per annum from the due date till the actual date of payment received in AAI account in the case of concessionaire/agencies settled the invoices after 90 days. In case of part payment made by agency, same rate of interest on the balance amount of invoice as applicable shall be charged.
- (iv) That the Licensee shall pay the charges for the consumption of electricity and water consumed in the premises and/or for the purpose of use of the said premises within 15 days from the date of raising of invoice by Authority (or as decided by Authority from time to time), along with the other utility charges (if applicable). Invoice for the water, electricity and other utility charges for the completed month shall be raised on 5th of succeeding month, at rates fixed by it from time to time.
7. You shall pay one-month advance gross licence fee inclusive of GST amounting to Rs. 3,62,260/- (Rupees Three Lacs Sixty-Two Thousand Two Hundred Sixty Only) within 15 (Fifteen) days from the date of issuance of this LOIA. The amount has been arrived at as follows:
- | | |
|---------------------------------|------------------------|
| a. Monthly Licence fee | - Rs.3,06,000/- |
| b. Utility Facilitation Charges | - Rs.1,000/- |
| c. Subtotal | - Rs.3,07,000/- |
| d. Add GST@18% on a above | - Rs.55,260/- |
| Gross Concession fee | - Rs.3,62,260/- |
8. The Licensee shall pay Security deposit amounting to Rs.10,86,780/- (Rupees Ten Lacs Eighty Six Thousand Seven Hundred Eighty only) equivalent to 03 (Three) months gross concession fee to AAI within 15 days from the date of issuance of this LOIA. The SD amount equivalent to 03 (Three) months gross concession fee to be submitted through NEFT/RTGS (to the Bank particular details depicted below) / or BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, will not be accepted)





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
(मिनी रत्न श्रेणी - १ सार्वजनिक क्षेत्र का उद्यम)
(A Miniratna Category - 1 Public Sector Enterprise)
इम्फाल अंतरराष्ट्रीय हवाई अड्डा, इम्फाल - 795140
Imphal International Airport, Imphal - 795140



The payment in the form of cash through NEFT/RTGS mode can be made by using bank particulars of AAI, Imphal as mentioned below: -

Bank Account No. (Current account): 33897061092
Bank Name and Branch Address: STATE BANK OF INDIA,
M.G. Avenue, Imphal West
IFSC CODE SBIN0000092

9. The Licensee shall deposit Rs. 1,83,600/- (One Lac Eighty-Three Thousand Six Hundred only) towards security deposit in respect of electricity charges/utility charges within 15 days from the date of this award letter. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. (The Bank Particulars of Imphal Airport is given above in point 08 above).

10. The total amount payable by the agency is depicted as below:-

(a) Advance concession Fee (refer point. 8 above) = Rs.3,62,260/-

(b) Security deposit (03 months Gross concession fee)

(refer point. 7 above) = Rs. 10,86,780/-

c) Electricity/utility charges = Rs. 1,83,600/-

(d) Total a+b+c above = Rs. 16,32,640/-

The total amount payable by the licensee is Rs. 16,32,640/- (Rs. Sixteen Lacs Thirty-Two Thousand Six Hundred Forty only).

No Interest is payable on Security Deposit by AAI

11. You shall have to enter into an Agreement with AAI, Imphal on Rs.100/- Non-Judicial stamp paper (of Manipur State) for the subject licence as per draft already provided under the tender document within 15 days from the date of LOIA).

12. Business Incubation Period: No business incubation period is admissible.

13. Handing Over of Sites:

- a. Sites will be handed over to the selected bidder upon fulfilment of conditions of award, which have to be completed by the licensee within the permitted gestation period.
- b. If the Licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the concession period will be deemed to have commenced on 16th day of issuance of LOIA i.e. immediately after expiry of Gestation period. However, actual handing over of sites shall only be done after completion of all conditions of award.

14. Gestation Period:

- Gestation period of 15 Days or actual commencement of Commercial Operation, whichever is earlier, reckoned from the date of issuance of LOIA (award letter).
- 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 premises, normal gestation period, as defined above, may be permitted.
 - If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

15. The Licensee, his agents & servants shall observe, perform & comply with all Rules & Regulations for the Minimum Wages Act, & the provision of any statutory law applicable to the licensee including any Rules & Regulations made by the Airports Authority, Civil Aviation Department or any other Departments of Government and/or local body or administration in force from time to time & do the business which the licensee is allowed to carry under this contract.

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

17. The Concessionaire shall at all times comply with all BCAS guidelines as may be applicable to its operations at the Airport. The Concessionaire acknowledges that in case of any of the location falls under the security hold area of the airport then it shall comply with the BCAS guidelines that classify certain items such as weapons, explosives, steel or metallic knife etc. as prohibited items which no person is allowed to carry to the security hold area.

18. All special terms and conditions shall be applicable as per NIET.

19. This letter shall form part & parcel of the agreement and other terms and conditions shall be as per the agreement to be executed and tender documents & corrigendum (s) for the subject facility.

भवदीय,



सी.कैशिंग / C. Keishing
विमानपत्तन निदेशक / Airport Director
इम्फाल अंतरराष्ट्रीय हवाई अड्डा | Imphal International Airport

Copy to:- In-Charge (E-E)/ In-Charge (OPS)/ In-Charge (F&A)/ In-Charge (Civil)/ CSO/ PA to APD.