



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

आई.एस.ओ. 9001, आई.एस.ओ. 14001,
ओ.एच.एस.ए.एस. 18001 प्रमाणित विमानतल

पत्र संख्या: भाविप्रा/इन्दौर/वाणिज्य/ड्यु.पे.लि.शॉ./2022/ 5490 (झि)
98

दिनांक : 03/08/2022
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प्रति,
मेसर्स हिमालया ट्रेडर्स,
जी-2/119ए, गुलमोहर कॉलोनी,
त्रिलंगा रोड (infront of Punjab National Bank),
भोपाल (M.P.) - 462039
Email: himalayatraders2022@gmail.com

विषय : Award of license for operating Duty Paid Liquor Shop inside Arrival Hall at
Devi Ahilya Bai Holkar (DABH) Airport, Indore – reg.

संदर्भ : E-NIT (Tender ID: 2022_AAI_115253_1), Technical Bid Opened on 31.05.2022, Financial
Bid opened on 12.07.2022 & Online Forward Auction dated 13.07.2022

महोदय,

In response to your offer in the E-tender (Tender ID: 2022_AAI_115253_1), we are pleased to inform that Competent Authority has accorded approval to award the subject license to you on the following terms and conditions: -

1. You shall operate the subject license at DABH Airport, Indore as per the location / area mentioned in the tender document, and also detailed below;
 - a) Total Area – 40 Sqm
 - b) Location – Arrival Hall (Ground Floor), NITB
2. The period of the License shall be Five (5) Years.
3. **Business Incubation Period: Thirty (30) days** from the date of issuance of of this Award letter. During this period, you will be under obligation to complete all formalities of award (Submission of Acceptance, Security Deposit, Advance License Fee, Execution of Agreement and Handing / Taking over the site etc.) and meet other obligations as specified in this award letter within prescribed timelines.
4. **Gestation period:** The permissible gestation period is **Ninety (90) days**, reckoned from the date of Handing over of site or commencement of business from the allotted location whichever is earlier.
5. **Handing over of site:** Site will be handed over to the you only upon fulfillment of conditions of this award within the stipulated time of business incubation period (Refer Sl.No.03 above).

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However, if the licensee fails to complete the conditions of Award which are pre-requisite for handing over of site, then the **gestation period** will be deemed to have commenced on **31st day of issuance of LOIA** i.e. immediately after expiry of business incubation period. However, actual handing over of site shall only be done after completion of all conditions of award which shall not be later than **thirty (30) days** from the date of issuance of LOIA.

6. The license period shall be valid from the date of expiry of 90 days gestation period reckoned from the date of handing over of site (to be done within 15 days business incubation period) or commencement of business, whichever is earlier.

7. **Monthly License fee payable to AAI:** - The Payable Monthly License fee shall be the "Minimum Monthly Guarantee (MMG)" amount of Rs.5,23,100/- pm (Rupees five lakhs twenty three thousand and one hundred only) OR "Quoted Rate per Domestic Arriving Passenger" i.e. "Quoted Rate per Hundred Domestic Arriving Passenger/100) X Total number of Domestic arriving passenger per month", whichever is higher plus applicable Taxes.

a) The Minimum Monthly Guarantee (MMG) amount is subject to annual escalation as detailed in the NIT.

b) In addition to the Concession Fees, the selected bidder shall be liable to pay the following:

- (i) Utility/Facilitation Charges: Utility/Facilitation Charges @ 10% on normal space rent (or as may be notified by AAI from time to time), presently normal notified Space rent applicable for allotted space is Rs.2370/- Per Sqm PM for AC Space and Rs.1580/- Per Sqm PM for Non-AC space, which are subject to Annual Escalation @7.5%, then rounded off nearest to Rs.10/- from 1st April of every year or as may be notified by AAI from time to time.
- (ii) Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
- (iii) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.

c) As per bidding model, the Quoted amount is Rate per Hundred Domestic Arriving Passengers. However, for the sake of convenience in raising monthly invoice, Airport shall consider Quoted Rate per Domestic Arriving Passenger, which will be equal to 'Quoted Rate per Hundred Domestic Arriving Passenger' divided by 100.

Accordingly, Monthly License Fee will be equal to "**Quoted Rate per Domestic Arriving Passenger**" X **Number of Domestic Arriving Passengers per month** OR **MMG**, whichever is higher, plus applicable Taxes.

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8. **Rate of Escalation:** License Fee shall be subject to compounded annual escalation linked with passenger growth in the following manner:-

S. No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	Upto 5% (including negative growth)	5%
2.	Greater than 5% and upto 18%	10%
3.	Greater than 18%	15%

9. The first annual escalation will be applicable after completion of 01 (one) year + 06 (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 NIET, for the purpose of calculation of date on which 18 (eighteen) months of license are completed (date on which first escalation is applied), shall be deemed from next day of expiry of gestation period stipulated in NIET.

10. AAI shall raise bill on or before 10th of every month. The licensee has to make the payment of License Fee 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 thirty (30) days and if delay is for more than thirty (30) days, then interest at the rate of 18% per annum shall be charged from the due date, for the entire delay period.

11. **You shall pay one (01) month Advance License Fee** (based on latest Domestic Arriving Pax Data i.e., for the month of June, 2022) amounting to **Rs.21,94,600/- (Rupees Twency one lakhs ninety thousand four hundred and six hundred only)** within 15 (fifteen) days from the date of this letter of intent / award. The advance license fee is inclusive of utility / facilitation charges @ 10% of AC space rent (applicable for FY 2022-23) and GST amount @ 18%.

12. You shall deposit an amount of **Rs.45,95,230/- (Rupees Forty Five lakhs Ninety Five thousand Three Hundred only)** as Security Deposit (SD) equal to 06 (six) months MMG of the Fifth (5th) year towards the license fee in the form of Bank Guarantee / RTGS / NEFT/DD. The Bank Guarantee (BG) issued only from any Nationalized / Scheduled Commercial Banks (as per Reserve Bank of India guidelines) in the format as per Annexure-K of NIET. The entire security deposit amount is to be deposited **within 15 days from the date of issuance of award**.

13. In addition to above, the Security Deposit (SD) towards electricity charges equivalent to 5% of annual license/concession value i.e. amounting to **Rs.4,59,530/- (Rupees Four lakhs Fifty Nine thousand Five hundred and thirty only)** shall also be deposited by you to AAI in the form of Bank Guarantee / RTGS / NEFT/DD. The Bank Guarantee (BG) issued only from any

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Nationalized/ Scheduled Commercial Banks (as per Reserve Bank of India guidelines) in the format as per Annexure-K of NIET. The entire security deposit amount is to be deposited **within 15 days from the date of issuance of this award letter.**

14. It may be noted that: -

- a) Bank Guarantee(s) should be valid for the entire period of license plus 06 (six) months.
- b) Bank Guarantee(s) from Co-operative banks even scheduled, shall not be accepted.
- c) No interest shall be payable on security deposit by AAI.
- d) The format of Bank guarantee and Letter of Understanding from the Depositor to Bank are available in the Tender Document at page Nos. **55 to 60.**

15. You are requested to make all the payments towards License Fee by way of online through NEFT / RTGS to AAI Bank, whose particulars are enclosed herewith (Annexure-A).

16. During the currency of the license, it shall be your sole responsibility to equip yourself with all necessary Permits, Licenses & Clearances from all the concerned authorities / agencies which are required to operate the subject license. Further, you must ensure and adhere to all the rules & regulations as issued by Central Govt. / State Govt. (Govt. of Madhya Pradesh) from time to time for subject license.

17. You shall not erect or display any advertisements or signboards except after obtaining the prior approval in writing of the Authority.

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

19. It would be the responsibility of the licensee to obtain all necessary security clearances from BCAS/any other regulatory agency as required within the gestation period itself. Any claim for additional gestation period or rebate on account of delay in obtaining security clearances by you shall not be entertained by AAI at any stage.

20. Compliance of prevailing Security norms etc. from time to time shall be ensured by you. For any information / clarification pertaining to prevailing Security norms and compliance thereof etc., you are requested to please contact Security Directorate, AAI, Indore and Bureau of Civil Aviation Security (BCAS), Indore airport.

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21. You have to ensure the Police verification / antecedents' verification of your employees (as per guidelines of BCAS) before applying for Airport Entry Passes (AEPs). The Charges applicable for issuance of Airport Entry Passes (AEPs) of your employees shall be borne by you.
22. You shall have to enter into an Agreement on Non-Judicial stamp paper of Rs.500/- within 15 (fifteen) days from the date of issuance of award letter / LOIA. The cost of Non-Judicial stamp paper & other papers shall be borne by you.
23. You shall intimate the names of the persons employed by you or going to employ, who are near relatives (wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws) of AAI employees or are ex-employees of AAI who have separated from AAI in the past 02 (two) years.
24. You shall be required to strictly follow all the Special Terms and Conditions for efficient Management of subject license. All other Terms and Conditions shall be as per the E-tender documents for the subject facility. In addition, this Letter Of Intent to Award (LOIA) alongwith all the Terms and Conditions enumerated in the E-tender document, shall form a part and parcel of the License Agreement to be executed.
25. **You are required to convey the Acceptance of Award within seven (07) days from the date of this Award letter along with the duly signed duplicate copy of this award letter**, failing which it will be presumed that you are not interested for operating above mentioned concession and necessary action will be initiated as per existing terms and conditions of the E-tender document.

भवदीया

वी. नागेश्वरी
03/08/2022

(वी.नागेश्वरी)

प्रभारी/सहायक महाप्रबंधक (वाणिज्य)

कृते विमानपत्तन निदेशक

भाविप्रा, डीएबीएच एयरपोर्ट, इन्दौर

आंतरिक वितरण : (1) पी.ए. टू एयरपोर्ट डायरेक्टर को सूचनार्थ ।,
(2) प्रभारी - वित्त/प्रचालन/सिविल/विद्युत/सुरक्षा

प्रतिलिपि :-

1. कार्यपालक निदेशक (वाणिज्य), सी-ब्लॉक, राजीव गाँधी भवन, सफदरजंग एयरपोर्ट, नई दिल्ली ।
2. क्षेत्रीय कार्यपालक निदेशक, भाविप्रा, प.क्षे., मुम्बई ।