



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

AAI/ASR/Comml/SPA/DSHA/2022-23/349

Dt.02.02.2023

To

M/s Saptagiri Restaurant Pvt. Ltd.
L-322, Mahipalpur Extension,
New Delhi - 110037

Email: srpl.company@gmail.com

Reference:- Tender ID: 2022_AAI_127866_1

Subject: Award of Licence for operating Wellness Centre / SPA and Massage Chair inside Domestic Security Hold Area at Sri Guru Ram Dass Jee International Airport, Amritsar.

Sir,

In response to your offer to the e-tender (Tender ID: 2022_AAI_127866_1), the Airports Authority of India (AAI) has decided to award the subject licence to your firm (M/s Saptagiri Restaurant Pvt. Ltd.) on the following terms and conditions: -

1. You shall operate the subject licence inside Domestic SHA of Sri Guru Ram Dass Jee International Airport, Amritsar and the location / area of subject facility will be as per under:

Area - 25 Sqm. (approx.)

Location - Domestic Security Hold Area, First Floor or as decided by AAI.

(For drawing of location & area, please refer Appendix 3 & 4 of Annexure-A of tender document)

2. The period* of Licence shall be **five (5) years.**

** Notwithstanding anything contained in the agreement, parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI / Government of India, then the Authority shall have the right to assign / novate / alter the Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment / novation / alteration would release Authority of all liabilities and obligations arising under the agreement from and after the date of assignment / novation / alteration and the rights and obligations of Authority under the Agreement and other arrangements entered into in accordance with the provisions of the Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment / novation / alteration as and when need arise.*

3. The Business Incubation Period (30 days), Handing over of the site, Gestation Period (120 days), Commencement of Business and Date of Commencement of Licence Fee / Concession Fee shall be as per NIET / tender document.
4. You shall pay quoted monthly licence fee of **Rs.1,60,555/-** (Rupees One Lakh Sixty Thousand Five Hundred Fifty Five only) plus applicable Govt. taxes and other applicable charges as per NIET / tender conditions.
5. The quoted monthly license fee shall be subject to annual compound escalation of 10% (ten percent) and the first annual escalation shall be applicable after completion of 01 (one) year + 06 (six) months license period. Thereafter the same will be applicable after completion of subsequent 01 (one) year period there from. Accordingly, the license fee payable during the contract period shall be as per under:-

कार्यालय: निदेशक विमानपत्तन. O/o : The Airport Director
श्री गुरु राम दास जी अन्तर्राष्ट्रीय हवाई अड्डा, अमृतसर- 143101
Sri Guru Ram Dass jee International Airport, Amritsar-143101
An ISO 9001 : 2008, 14001 : 2004, 18001 : 2007 Certified Airport

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Period	Amount of monthly Licence fee (in Rs.)
Upto 1 ½ Year	Rs.1,60,555/- plus applicable Govt. taxes
After 1 ½ Year	Rs.1,76,611/- plus applicable Govt. taxes
After 2 ½ Year	Rs.1,94,272/- plus applicable Govt. taxes
After 3 ½ Year	Rs.2,13,699/- plus applicable Govt. taxes
After 4 ½ Year	Rs.2,35,069/- plus applicable Govt. taxes

6. In addition to monthly Licence fee, you shall also liable to pay following additional charges: -

- Utility / Facilitation Charges @10% of normal space rent (or as may be notified by AAI from time to time, presently for F.Y. 2022-23, the normal notified Space rent is **Rs.2,370/-** Per Sqm Per Month for AC Space and **Rs.1,580/-** Per Sqm Per Month 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) for allotted space. The space rent is subject to revision at the discretion of AAI from time to time and such increase of space rent shall be payable by the licensee without any protest or dispute.
- 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.
- 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.

7. AAI shall raise bill on or before **10th** of every month. You have to make the payment of Licence Fee, Utility / facilitation charges etc. plus applicable Govt. taxes by **25th** of the same month and all charges towards consumption of electricity / water within the date(s) specified in the bill(s), 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 **30 (thirty) days** and if delay is for more than **30 (thirty) days**, then interest at the rate of **18%** per annum shall be charged from the due date, for the entire delay period.

8. You are required to complete the following formalities within Business Incubation period starting from the date of issuance of this award letter / LOIA:-

- Acceptance of the offer within **07 (seven) days** from the date of issuance of the award letter / LOIA.
- Payment of **one month's** advance license fee within **15 (fifteen) days** from the date of issuance of the award letter / LOIA.
- Payment of Security Deposit within **15 (fifteen) days** from the date of issuance of award letter / LOIA.
- Execution of the Agreement within **15 (fifteen) days** from the date of issuance of award letter / LOIA (on Stamp Paper of appropriate value, related costs to be borne by the licensee).
- Commencement of the facility within gestation period.

9. You shall pay one (01) month advance license fee amounting to **Rs.1,96,978/-** (Rupees One lakh ninety-six thousand nine-hundred seventy-eight 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 and amount of GST@18%. The detail of monthly license fee is as under:-

Particulars	Amount in Rs.	GST 18%	Total in Rs.
Monthly License fee	1,60,555	28,900	1,89,455
Utility / facilitation charges (25 Sqm. X Rs.2,550*) X 10%	6,375	1,148	7,523



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	Total Amount	1,96,978
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* Space Rent applicable in F.Y. 2023-24

10. You shall deposit a sum of **Rs.13,22,909/-** (Rupees thirteen lakhs twenty-two thousand nine hundred nine only) as an interest free in the form of RTGS / NEFT or in the form of Bank Guarantee (BG).

The calculation of Security Deposit (SD) is as under:-

- SD for Licence fee and utility / facilitation charges equal to **06 (six)** months licence fee of the **first year** of licence plus utility / facilitation charges and applicable Govt. taxes (Refer the calculation in preceding point).
- SD towards electricity charges: **Rs.1,41,041/-** (Rupees one lakh forty-one thousand forty-one only) equivalent to **5%** of annual license value of last year i.e. Rs.2,35,069 X 12 months X 5%.
- A Letter of Understanding is also to be submitted along with Bank Guarantee(s) in the format as per **Annexure-L1** of tender document.
- Bank Charges shall be borne by the licensee (Your Company).
- The Bank Guarantee (BG) from Co-operative Bank (even scheduled) / Societies / Payment Banks or in the form of FDR shall not be acceptable.**
- The amount of Security Deposit has been calculated by considering quoted licence fee, utility / facilitation charges or any other component etc. payable by the licensee / concessionaire.
- AAI has made arrangements for verifications of Bank Guarantee received by AAI from Successful bidder through Structural Financial Messaging System (SFMS) of ICICI Bank whose detail is as under: -

Corporate Name	AIRPORTS AUTHORITY OF INDIA
Bank Name	ICICI Bank
IFSC Code	ICIC0000007
BG Advising message	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
*Unique Identifier Code	AAIAMRITSAR (to be mentioned in field 7037 of the BG advising message code)

- While submitting the documents to BG issuing Bank, you will also submit letter to the issuing bank as per the format mentioned in the Annexure-L2 of tender document.
- While submitting the Original BG document, you shall also submit the copy of the SFMS BG confirmation message sent by the BG issuing Bank to ICICI Bank.

11. You are requested to make all the payments by way of online through NEFT / RTGS to AAI Bank, whose particulars are as under:-

- Account Holder's Name - Airports Authority of India
- Bank A/c No.(Current Account)- 30434604337
- Bank Name / Branch Address - State Bank of India, Rajasansi, Amritsar
- MICR Code - 143002019
- IFSC Code - SBIN0002455

12. Airports Authority of India's Permanent Account Number and GST Number are as under:-

- Permanent Account Number (PAN) - AAACA6412D
- Goods & Service Tax (GST) Registration Number - 03AAACA6412D1ZI

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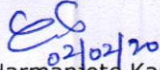


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13. It would be your responsibility to obtain all necessary security clearance from BCAS/any other regulatory agency as required within the gestation period itself.
14. Compliance of prevailing Security norms etc. from time to time shall be ensured by you. For any information / clarification pertaining to prevailing Security norms and compliance thereof etc., you are requested to please contact Chief Security Officer (CSO), Security Directorate, AAI, Amritsar and Bureau of Civil Aviation Security (BCAS), Amritsar airport.
15. 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.
16. You shall intimate the list / names of the persons employed by your company or going to employ, who are near relatives (i.e. wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws) of AAI employees.
17. For efficient Management of subject licence, you shall be required to strictly follow the provisions contained in the draft licence agreement to be executed including following Appendices of tender document:-
 - (i) General terms and conditions (Appendix 1 of Annexure A of tender document)
 - (ii) Special terms & conditions (Appendix 2 of Annexure A of tender docuemnt)
18. Other terms and conditions shall be as per tender document for the subject facility.
19. This letter of intent / award (LOIA) shall form part and parcel of the licence/concession agreement to be executed.

With respect to above, you are required to submit the acceptance of subject award on your Company's Letter Head along with duplicate copy of this award letter duly signed & stamped by the authorized signatory of your Company within **seven (7) days** from the date of issuance of this letter of intent / award (LOIA).

Regards,


(Harmanjote Kaur)
Assistant Manager (Commercial)
For Airport Director
AAI, SGRDJI Airport, Amritsar.

Encl. As Above.

Signature Not Verified