

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No: AAI/Goa /Comml./ST-RETAIL/2023/384

Dated: 07-07-2023

To,
NAKKASHI,
141-A Assoy Dabolim, Green Valley,
Chicalim, South Goa
Goa - 403711
(E-mail - holasanjeev@gmail.com)

Sub: LOIA of Licence for Apparel Outlet (Short Term) at DSHA, New Integrated Terminal Building, Goa International Airport, Goa. (E - BID No. - 2023_AAI_152797_1).

Dear Sir (s),

This has reference to your participation in the subject tender whose technical and financial bids were opened on 08-05-2023 and 19-06-2023 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. You shall install and operate Apparel Outlet at following location of Goa Airport:
(i) Between Gate D and E, 2nd Floor, Domestic Security Hold Area- 01-outlet admeasuring 10 sqm.
2. The period of Licence shall be Six (06) months (further extendable by six (06) month) or commencement of Master Concession Retail 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 for 50% of the contract period, failing which the licensee may be debarred from participating in any tender in the AAI for a period of 1 (one) year.

3. 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.
4. You shall pay the licence fee @ Rs.11,71,000/- (Rupees Eleven Lacs seventy one thousand only) plus other applicable charges and Taxes per month. License Fees shall be subject to annual escalation as per NIET document.
5. In addition to above, the licensee shall pay Utility facilitation charges @ 10% on applicable space rent towards allotted area only. Present rate of space rent (AC) is Rs 2550/- per sq.mt and non (AC) is Rs. 1700 per sq.mt per month. The space rent is subject to annual compound escalation @ 10% w.e.f 1st of April every year or as decided by AAI from time to time.

6. GST (presently @18%) or any other tax levied by State / Central Govt. as applicable from time to time will be extra & payable by you.
7. AAI shall raise bill on or before 10th of every month. The concessionaire has to make payment of license fee etc. by 25th of 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 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.
8. You shall pay one-month advance licence fee including utility – facilitation charges and GST amounting to Rs.13,84,789/- (Rupees Thirteen Lacs eighty four thousand seven hundred and eighty nine only) within 07 (Seven) days from the date of issuance of this LOIA. The amount has been arrived at as follows.

a. Monthly Licence fee	- Rs.11,71,000/-
b. Add GST@18% on a above	- Rs. 2,10,780/-
c. Utility - Facilitation Charges	- Rs. 2,550/- (2550/- X 10 sqmtr x 10%)
d. Add GST @18% on c above	- Rs. 459/-
Gross Concession fee (a+b+c+d)	- Rs. 13,84,789/-

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

Bank Account No. (Current account) - 33814679549

Bank Name and Branch Address

STATE BANK OF INDIA, SHOP NO.26/27/28, ANAND TOWERS II, AIRPORT ROAD, CHICALIM, GOA 403 801

IFSC CODE - SBIN0010721

9. The Licencee shall pay Security deposit amounting to Rs 41,54,367/- (Rupees Forty one lacs fifty four thousand three hundred and sixty seven only) equivalent to 03 months gross concession fee and other applicable charges to AAI and Utility facilitation charges including other charges etc within 07 days from the date of issuance of this LOIA. The SD amount equivalent to 3 (three) months gross concession fee to be submitted through NEFT/RTGS or DD/PO (Bank particular details depicted under point 08 above) / or BG from any scheduled commercial bank (Bank Guarantee from co- operative bank, even scheduled, will not be accepted).
10. The Security Deposit amounting to Rs.3,51,300/- (Rupees Three lakh fifty one thousand three hundred Only) for electricity/water/telephone etc shall be deposited by you to AAI in addition to the above security deposit in absolute favour of Airports Authority of India, GOA within 07 days from the date of this LOIA in the form of Demand Draft/Pay Order/Bank Guarantee. (Bank Guarantee from Co-operative banks, even scheduled, will not be accepted)



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

(a) Advance concession Fee (refer point. 8 above)	= Rs. 13,84,789/-
(b) Security deposit (03 months concession fee) (refer point. 9 above)	= Rs. 41,54,367/-
(c) Security Deposit (electricity/water/telephone etc)	= Rs. 3,51,300/-
(d) Total a+b+c above	= Rs 58,90,456/-

The total amount payable by the licensee is Rs. 58,90,456/- (Rs. Fifty eight lacs ninety thousand four hundred and fifty six only).

No Interest is payable on Security Deposit by AAI

12. You shall have to enter into an Agreement with AAI, Goa on Rs.500/- Non-Judicial stamp paper (of Goa state) for the subject licence as per draft already provided under the tender document within 07 days from issuance of this LOIA.(7 days from the date of LOIA)

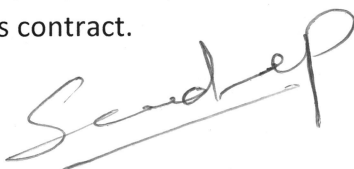
13. Handing Over of Sites:

- a. Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.
- b. 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 8th day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.

14. Gestation Period:

- a. Gestation period of 15 Days or actual commencement of Commercial Operation, whichever is earlier, reckoned from the date of handing over of sites shall be permissible.
- b. 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,
 - i. 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.
 - ii. 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.

Yours Sincerely,



(Ashok Chettiar)
Sr. Manager (CommI)
For Airport Director



Copy to:-

Internal: Jt.GM (E-E)/ Jt.GM (OPS)/ Jt.GM (F&A)/DGM (Civil)/ CSO/ PA to APD.