



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

AAI/ASR/Comml/Retail/Nakkashi/2023-24/ 3212

Dt 22.09.2023

To

**M/s Nakkashi,
141-A Assoy Dabolim,
Green Valley, Chicalim,
South Goa, Goa, 403711**

Kind Attention: Mr. Sanjeev Kumar-Partner

Email: holasanjeev@gmail.com

Reference:- **Tender ID: 2023_AAI_154417_1**

Subject: Award of Licence for Retail Outlet for Apparels inside Domestic SHA (First floor) at Sri Guru Ram Dass Jee International Airport, Amritsar

Sir,

In response to your offer to the e-tender (Tender ID: 2023_AAI_154417_1), AAI has decided to award the subject licence to your firm (M/s Nakkashi) on the following terms and conditions: -

1. You shall operate the subject licence at Sri Guru Ram Dass Jee International Airport, Amritsar whose location / area is as follows:

Area - 20 Sqm. (approx).

Refer Appendix 4 of Annexure A of tender document for Schedule of premises.

Location: Domestic SHA (First Floor): 20 SQM or as decided by AAI. Refer Appendix 3 of Annexure A of tender document for Concession Area Layout.

2. The period* of Licence shall be **five (5) Years** unless terminated earlier on account of following:-
 - a. By giving 120 (**One Hundred Twenty**) days of notice in writing without assigning any reason.
 - b. Terminated by AAI on a short notice on account of unsatisfactory performance.
 - c. Termination on expiry of the specified time period allotted for unresolved internal dispute resolution

* 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, Handing over of the site, Gestation Period, Commencement of Business and Date of Commencement of Licence Fee / Concession Fee shall be as per NIET / tender document.



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4. You shall pay quoted monthly licence fee of **Rs.5,25,008/- (Rupees Five Lakhs Twenty Five Thousand & Eight only)** plus applicable Govt. taxes and other applicable charges as per NIET / tender document.
5. In addition to above, you shall also be liable to pay following additional charges: -
- a) Utility / Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time) for allotted space. Presently normal notified Space Rent is **Rs.2,550/- Per Sqm Per Month** for AC Space and **Rs.1,700/- Per Sqm Per Month** for Non-AC Space, which are subject to annual escalation of 7.5% from 1st April of every year; or as may be decided by AAI from time to time. The rates derived after annual escalation shall be rounded off to the nearest multiple of 10 (ten).
 - b) 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) 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.
6. You shall 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 **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.
7. You are required to complete the following formalities within Business Incubation period of **fifteen (15) days** starting from the date of issuance of this award letter / LOIA:-
- a) Acceptance of the offer within **07 (seven) days** from the date of issuance of the award letter / LOIA.
 - b) Payment of **one month's** advance license fee within **15 (fifteen) days** from the date of issuance of the award letter / LOIA.
 - c) Payment of Security Deposit within **15 (fifteen) days** from the date of issuance of award letter / LOIA.
 - d) 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).
 - e) Commencement of the facility within gestation period.

8. **Advance License Fee, Security Deposits, Letter of Understanding**

- a) The amount of one (01) month's advance licence fee of **Rs.6,25,528/- (Rupees Six Lakhs Twenty Five Thousand Five Hundred Twenty Eight only)** inclusive of Utility / facilitation charges plus GST amount @18% is to be deposited in the form of RTGS / NEFT within **fifteen (15) days** from the date of this letter of intent / award. The detail of monthly licence fee is as under:-

Particulars	Amount in Rs.	GST 18%	Total in Rs.
Monthly Licence fee	5,25,008	94,502	6,19,510
Utility / facilitation charges (20 Sqm x Rs. 2550 x 10%)	5,100	918	6,018
Total Amount			6,25,528/-



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- b) An interest free Security Deposit (SD) of **Rs.37,53,200/- round off (Rupees Thirty Seven Lakhs Fifty Three Thousand and Two Hundred only)** equivalent to **six (6) months** 1st year licence fee including utility / facilitation charges and Govt. taxes is to be deposited in the form of NEFT / RTGS or Bank Guarantee (BG) from any Nationalized / Scheduled Commercial Banks (as per Reserve Bank of India guidelines) in the format as per **Annexure-K** of tender document having a validity period of **180 (one hundred eighty) days** from the date of expiry of contract.
- c) Security Deposit (SD) in respect of electricity charges amounting to **Rs.3,15,005/- (Rupees Three Lakhs Fifteen Thousand & Five only)** equivalent to **5%** of annual licence / Concession Value. The said Security Deposit will cover Security Deposit (SD) towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
- d) A Letter of Understanding is also to be submitted along with Bank Guarantee(s) in the format as per **Annexure-L1** of tender document.
- e) Bank Charges shall be borne by the licensee (Your Company).
- f) **The Bank Guarantee (BG) from Co-operative Bank (even scheduled) / Societies / Payment Banks or in the form of FDR shall not be acceptable.**
- g) The amount of Security Deposit has been calculated by considering quoted licence fee, space rent, CAM charges or any other component etc. payable by the licensee / concessionaire.
- h) 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)

- i) 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.
- j) 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.
9. You are requested to make payments by way of online through NEFT / RTGS to AAI Bank, whose particulars are as under:-
- a) Account Holder's Name - Airports Authority of India
- b) Bank A/c No.(Current Account)- 30434604337
- c) Bank Name / Branch Address - State Bank of India, Rajasansi, Amritsar
- d) MICR Code - 143002019
- e) IFSC Code - SBIN0002455



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

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

11. It would be your responsibility to obtain all necessary security clearance from BCAS/any other regulatory agency as required within the gestation period itself.

12. 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.

13. 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.

14. 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.

15. 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 document)

16. Dispute Resolution

16.1.1 All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed there-under which are now enforce or which may here-after come into force are applicable) (the "Dispute") shall be dealt as under:

16.1.2 Through Mediation: All dispute(s), at the first instance, shall be referred to the "Mediation Committee of Independent Experts (MCIE)" or individual mediator for mediation as per "AAI Mediation Policy" and applicable laws. All cost of mediation, shall be borne equally by the parties.

16.1.2.1 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through Clause 29.1.3 within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

16.1.2.3 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement. Once the request of the Party is accepted under Mediation Policy of AAI, the dues of the party shall be treated as disputed for all purposes.

16.1.3 Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para 16.1.2 above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

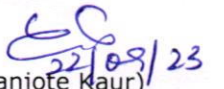
- a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.



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- b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by the Authority, AAI, after obtaining consent of the other party, as per format annexed at Appendix-A.
- 16.1.3.1 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.
- 16.1.3.2 Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 16.1.3.3 Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.
- 16.1.3.4 No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.
- Dispute Resolution committee(s)/DRB shall stand replaced by mediation mechanism as per AAI Mediation policy 2022 which will be enumerated in detail in license agreement to be executed.
- 17.** This letter of intent / award (LOIA) along with Tender document, Corrigendum and Bidders queries shall form part and parcel of the licence/concession agreement to be executed.
- 18.** Other terms and conditions shall be as per e-tender documents for the subject facility.
- 19.** 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)
Manager (Commercial)
For Airport Director
AAI, SGRDJI Airport, Amritsar.

Encl. As Above.



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Annexure-A

Format Consent Letter

Dispute Resolution Clause

To,
The Chairman/Member/Regional Executive Director, Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause _____ of
the _____ agreement dated _____ for _____

Sir/Madam,

1. We state that _____ (contractor/agency) was awarded
work/concession _____ of _____ at
_____ Airport/ _____ (other location) of Airports Authority of India
through Award Letter dated _____.
2. Dispute related to _____ arose between us (contractor/agency) and
AAI.
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation Policy and
any settlement on the following claims/disputes was not reached between the parties:
(i)
(ii)
(iii)
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we invoke arbitration under clause _____ of the
_____ agreement between us and AAI and as per provision to Section-12(5) of
the Arbitration & Conciliation Act, 1996, we hereby agree and request the
Chairman/Member/Regional Executive Director AAI to appoint arbitrator from AAI's panel
of arbitrators.
6. I/ We also give my/our consent for appointing any of an arbitrator from AAI's approved panel
of arbitrators, **as per paragraph-5 above.**

Thanking you,

(_____)

Authorized signatory of

Encl:As above