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भारतीय विमानपत्तन प्राधिकरण/AIRPORTS AUTHORITY OF INDIA
विशाखपट्टणम हवाईअड्डा/ VISAKHAPATNAM AIRPORT
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Ref: SR-24/143/2017-APD-SR-VIZAG/129

Date: 20.11.2023
By Mail/Speed Post

To

M/s Ebixcash World Money Limited (Erstwhile CentrumDirect Limited),
Manek Plaza, 8th Floor, CST Road,
Kolekalyan, Kalina, Santacruz East,
Mumbai, MH - 400098.

Sub: - Letter of Intent to Award (LOIA) for Money Exchange Counter at Arrival Area of
Visakhapatnam Airport. (Tender ID No. 2023_AAI_158883_1) - reg

Sir,

Reference is invited to your Technical Bid vide above tender ID opened on 04.08.2023, subsequent Financial Bid opened on 27.10.2023 in respect of above cited license. Competent Authority has accepted your Bid and approved to award the license for the subject facility on the following terms and conditions.

1. The award of license shall be for a period of **03 (Three) years** with an area of **06 sq. mts.** (Bare space) for counter at arrival area of Visakhapatnam Airport.

2. The license fee shall be the Quoted License Fee of **Rs. 5,54,400/- (Rupees Five Lakhs Fifty-Four Thousand and Four Hundred only)** per month plus applicable charges and taxes to be payable to AAI during the period of license.

License Fees shall be subject to annual escalation of 10%. The first annual escalation will be applicable after completion of One Year/ Twelve (12) months license period. Thereafter the same will be applicable after completion of subsequent one-year period there from.

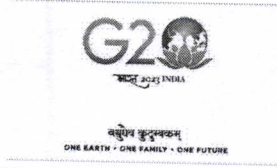
In addition to License fee, utility charges @ 10% of the normal space rent (present space rent is Rs.1,440/- per sqmtr/month subject to annual escalation @7.5% every financial year w.e.f. 01.04.2024) for the counter area/shop area shall be payable by the licensee.

3. The Licensee shall not surrender the subject license before the expiry of 50% of the period of license, failing which the licensee shall be debarred from participating in any of AAI's tenders for a period of 1 (one) year and also applicable other terms & conditions as per exit clause of NIET.

4. AAI will raise bills on or before 10th of every month and the licensee has to pay the bill on or before 25th of every 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 up to 30 days, then interest at the rate of 18% per annum shall be charges from the due date, for entire delay period, without prejudice to Authority's other rights aid remedies.

5. The licensee shall be required to submit Security Deposit of **Rs. 26,21,000/- (Rupees Twenty-Six Lakhs and Twenty one Thousand only)** equivalent to 4 (Four) months of 1st year license fee (including utility charges @ 10% on space rent and amount equivalent to GST @ 18%) in the form of RTGS/NEFT/Bank Guarantee from Scheduled/Nationalized Bank in favour of Airports Authority of India, payable at Visakhapatnam with claim period of 180 days. The Licensee shall also be required to submit Security Deposit for Electricity charges

SM (G)/comm



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i.e. **Rs. 3,94,000/-** (Rupees Three Lakhs Ninty-Four Thousand only) in the form of RTGS/NEFT only.

6. It may be noted that the EMD may be forfeited and you may be debarred from further participation in AAI's tenders for a period of 1 (one) year on account of non-completion of the following:

- Acceptance of offer within **7 days** from the date of issue of this letter.
- Payment of Advance License fee for one month of **Rs. 6,55,212/-** (Rupees Six Lakhs Fifty-Five Thousand Two Hundred Twelve Only) including utility charges and GST @ 18% in the form of RTGS/DD in favour of Airports Authority of India, payable at Visakhapatnam within 15 days from the date of issue of this letter.
- Submission of Security Deposit of **Rs. 26,21,000/-** in the form of RTGS/NEFT/BG & Electricity Deposit of **Rs. 3,94,000/-** in the form of RTGS/NEFT within 15 days from the date of issue of this letter.

Note:

- Bank details of AAI, Visakhapatnam are enclosed.
- Submission of BG shall be as per format provided in NIET Document.
- A Letter of Understanding is also to be submitted along with Bank Guarantee(s) in the format as per **Annexure-L** of tender document.
- Bank Charges shall be borne by the licensee.
- The Bank Guarantee (BG) from Co-operative Bank (even scheduled) / Societies / Payment Banks or in the form of FDR shall not be acceptable.
- 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	AAIVISAKHAPATNAM (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.
- d) Depute any authorized representative for the joint measurement within 15 days from the award letter. The joint measurement shall from part of agreement. If the party fails to depute any authorized representative for the measurement within 15 days, then AAI representative shall conduct the measurement and inform the party that the same will be forming part of agreement and will be binding.

Signature
SM (19) /rommy



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- e) Execution of license agreement on non-judicial stamp paper of **Rs.500/-** Govt. of Andhra Pradesh within 15 days the date of issue of award of letter.
7. The licensee shall not damage the premises or any part of the Airport Premises. In the event of any damage being caused intentionally or otherwise, AAI shall be entitled to repair the damage or make the requisite replacement and call upon you to replace or reimburse the cost thereof for which you shall have to pay forthwith on demand. In addition, AAI in any way will not be held responsible for any theft/pilferage etc. You shall have to make/provide necessary security arrangement for safety / security of the belongings at your own cost.
8. Authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give alternative premises 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 him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
9. The license can be terminated by either side, by giving **60 days'** notice in writing. However, Airports Authority of India can terminate the contract on short notice, on grounds of unsatisfactory performance of passengers/users complaints. In such an event, licensee shall vacate the premises and handover peaceful possession of the licensed premises to AAI without claiming any compensation or raising any dispute.
10. The licensee shall be required to meet all statutory taxes/levies to the Central/state/local bodies and obtain all applicable licenses as prescribed, if any, failing which AAI may exercise its option to settle, on licensee's behalf and recover the amount from the licensee. No claim in any respect regarding his property/goods shall be entertained by AAI.
11. The Licensee shall make arrangements to obtain appropriate insurance cover in respect of all properties/goods, if any, proposed to be stored or used by the licensee.
12. AAI reserves the right to grant license for similar facilities in the same/ different locations of the airport and enter separate commercial agreements with other firms/individuals and licensee shall have no objection for the same.
13. Following acts of licensee shall also be construed as grounds for Termination of contract:
- (a) Unsatisfactory performance.
 - (b) Non-payment of dues/ partial payment of dues.
14. All other terms and conditions which are specified in the tender documents, shall also from an integral part of the license agreement.
15. Business Incubation Period: - **15 days** of business incubation period from the date of issuance of LOIA shall be applicable for completing post award facility by the Licensee such as award acceptance, Submission of SD/BG, execution of Agreement, taken over the site, submission of security clearance documents of BCAS etc.



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16. GST and Cess as applicable from time to time is payable by the licensee.
17. Agreement is to be executed on a non-judicial stamp paper of **Rs.500/-** of Govt. of Andhra Pradesh and submission of the same to this office along with the photograph of authorized signatory (with documentary proof of authorization), signed copies of the award letter and NIET document which shall form an integral part of the license agreement
18. The licensee shall undertake to pay the full amount of licence fee / dues regularly as per the award / agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and / or during the course of arbitral proceedings.
19. Maximum **30 days** of gestation period after completion of business incubation period/handover of site (as per the case) shall be applicable. License fee shall be payable after completion of Gestation period or commencement of business, whichever is earlier.
Note: In case concession/ license period of incumbent licensee is not over, then, date of hand over of site shall not be later than 7th day of expiry of incumbent license or expiry of business incubation period (whichever is later).
20. However, the successful tenderer shall be required to submit Security Programme as per Format A & A-1 available on BCAS website <http://esahaj.gov.in> through AAI within 05 days from date of issue of award letter. Any observations regarding shortcomings in Security Programme will be communicated by RDCOS and if compliance report is not received by BCAS, it will be presumed that the concessionaire is unwilling or unable to meet the shortfall and the application for approval will be deemed to be cancelled. AAI, Visakhapatnam will not responsible for delay in getting security clearance from BCAS.
21. Water charges (if applicable)/Electricity charges are payable as per actuals. Electricity/Water meters, as applicable, shall be arranged by the licensee and are to be installed in coordination with concerned department of AAI.
22. Only bare space shall be provided by AAI and the fabrication of the counter has to be done at your own cost (as applicable). The structure/counter for the purpose is to be erected by the licensee should be as per the design, drawing and specification approved by AAI at the cost of the licensee.
23. The licensee shall adhere to all directives issued by AAI/BCAS from time to time.
24. **Dispute Resolution**
 - 24.1.1 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:
 - 24.1.2 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.

Sm (a)/amr



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24.1.2.1 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 24.1.3 within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

24.1.2.2 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.

24.1.3 Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per Clause 24.1.2 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.

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 **Annexure-B** to this LOIA.

c. In both the above cases, the licensee shall have to deposit 50% of the disputed amount (in the form of BG (Additional Bank Guarantee with validity of minimum two years from the date of making such reference, and further extendable)/ DD/PO/ RTGS/ NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

24.1.3.1 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.

24.1.3.2 Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

24.1.3.3 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.

24.1.3.4 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.

24.1.3.5 The venue of such arbitration shall be, **Visakhapatnam Airport**, and the language of arbitration proceedings shall be English.

24.1.3.6 The Arbitrator shall make an award (the "Award") for each dispute and /or claim and shall give reasons for the Award. Any award made in any arbitration held pursuant to this Article shall be final and binding on the parties. For avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the

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case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

24.1.3.7. The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and /or the Authority, as the case may be, and their respective assets wherever situated.

24.1.3.8 This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. For the avoidance of doubt, the Concessionaire hereto agree that the Concessionaire shall pay to the Authority, the Concession Fee, the Space Rent, Common Area Maintenance Charges, Utility Charges and Taxes and any other payments that may become due and payable, pending the Award in any arbitration proceedings hereunder.

24.1.3.9 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

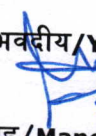
In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all disputes arising after such constitution shall, instead of reference to adjudication under this Clause 1 (ii), be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

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.

25. All other terms and conditions mentioned in the NIET along with this award letter shall form part and parcel of the License Agreement.

Kindly convey your acceptance within **7 days** from the date of this award and complete the contractual formalities within the stipulated period as mentioned above.

कृपया प्राप्ति की पावती भेजें / Please acknowledge receipt

भवदीय/Your's Sincerely,



मनोज कुमार साहू/Manoj Kumar Sahoo
वरिष्ठ प्रबंधक (इंजी-विद्युत/वाणिज्य) /SM (E-E/Comm)
कृते विमानपत्तन निदेशक/For Airport Director



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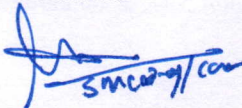
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प्रतिलिपि/Copy to:-

1. क्षेत्रीय कार्यपालक निर्देशक, भाविप्रा, दक्षिणी क्षेत्र, चेन्नै
(ध्यान आकर्षण: सं.म.प्र (वाणिज्य), आरएचक्यू द.क्षे)
The Regional Executive Director, AAI, Southern Region, Chennai
(Kind Attn: JGM (Comml), RHQ, SR)

आंतरिक/Internal copy :-

1. कार्यभारी (प्रचालन) / Operations Dept. In-charge	4. कार्यभारी (विद्युत)/ Electrical Dept. In-charge
2. कार्यभारी (सी. एन. एस.)/ CNS Dept. In-charge	5. कार्यभारी (सुरक्षा)/ Security Dept. In-charge
3. कार्यभारी (वित्त)/ F&A Dept. In-charge	6. कार्यभारी (सिविल)/ Civil Dept. In-charge


S. M. Prasad



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Annexure-A

BANK DETAILS FOR RTGS

Particulars	Details
Vendors' name	AIRPORTS AUTHORITY OF INDIA
Particulars of Bank account	
Name of the Bank	STATE BANK OF INDIA
Name of the Branch	AIRPORT VISAKHAPATANAM
Address of the Branch	AIRPORTS AUTHORITY OF INDIA CIVIL ENCLAVE, VISAKHAPATNAM-530009
Account number (as appearing on the Cheque book)	00000030995490317
9-Digit code number of the Bank and Branch appearing on the MICR Cheque	530002040
Enabled for NEFT (Yes/ No) (To be confirmed from the Bank Branch)	YES
11-Digit NEFT IFS code number of the Bank Branch (to be obtained from your Bank Branch)	SBIN0010373
Type of account (current or Cash Credit) Current (code 11) Cash Credit (code 13)	CA-GEN-PUB-IND-NONRURAL-INR

Permanent Account Number (PAN) of AAI - **AAACA6412D**

Goods & Service Tax (GST) Registration Number (AAI, Visakhapatnam Airport) - **37AAACA6412D1Z7**

SM(3)/cm



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Annexure-B

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

SMCB/CM