



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

संदर्भ संख्या: भाविप्रा/गोवा/वाणिज्यिक/DPL/DSHA/2024/226 दिनांक: 08-04-2024

सेवा में,

M/s. MUMBAI WINES & TRADES PRIVATE LIMITED,

Sani Armaa

Raut Lane, Near Iskon Temple

Juhu Vile Parle (West)

Mumbai 400049

(Email- mumbaiwines@yahoo.co.in, moks@livingliquidz.com)

विषय: LOIA for Licence for Duty Paid Liquor Shop at Domestic Security Hold Area (DSHA), New Integrated Terminal Building, Goa International Airport, Dabolim. (E - BID No: 2023_AAI_171137_1).

महोदय,

This has reference to your participation in the subject tender whose technical and financial bids were opened on 30-11-2023 and 10-01-2024 respectively followed by forward auction on 11.01.2024. 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 setup and operate Duty Paid Liquor Shop at following location/ area of Goa Airport:
 - a) Area - **40 Sqm**
 - b) Location - In front of Gate C, Domestic Security Hold Area.
2. The period of Licence shall be **Five (5) Years.**
3. **Business Incubation Period: Thirty (30) days** from the date of issuance 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, Submission of application for security clearance/ security program to BCAS etc.) and meet other obligations as specified in this award letter & NIET 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).

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.

गोवा अंतरराष्ट्रीय हवाई अड्डा, गोवा- 403801
Goa International Airport, Goa - 403801

दूरभाष : (0832) 2540606
Phone : (0832) 2540806

फैक्स : (0832) 2541610
Fax : (0832) 2541610

6. The license period shall be valid from the date of expiry of **Ninety (90) days** gestation period reckoned from the date of handing over of site (to be done within **30 days** business incubation period) or commencement of business, whichever is earlier.
7. You shall pay the monthly license fee of **Rs. 4,83,000/- (Rupees Four Lakh Eighty Three Thousand only) Per Month or Amount equal to the "Quoted Rate (i.e Rs.10.1/-) per Domestic Departing Passenger" X Number of Domestic Departing Passengers per month, whichever is higher** plus other applicable charges and applicable Govt. taxes.
8. All Govt. Taxes including GST (presently @18%) shall be applicable at the rates declared by Govt. of India / State Govt. / Union territory from time to time.
9. **Monthly License fees: -**

As per bidding model, the Quoted amount is Rate per Hundred Domestic Departing Passengers. However,

- a.) For the sake of convenience in raising monthly invoice, Airport shall consider Quoted Rate per Domestic Departing Passenger, which will be equal to 'Quoted Rate per Hundred Domestic Departing Passenger' divided by 100.
 - b.) Accordingly, Monthly License Fee will be equal to "Quoted Rate per Domestic Departing Passenger" X Number of Domestic Departing Passengers per month or MMG, whichever is higher, plus applicable Taxes.
10. **Payment of Monthly License fees through Centralized billing and payment systems:**

It is to mention that AAI has implemented the mechanism of centralized billing and payment systems at all Airports. In this regard, all concessionaires are advised to refer the footnotes in description of the invoices raised to your agencies for the subject license /contract. The payments to be made centrally using VAN number. The VAN number user manuals and SBI user manual are enclosed herewith for your ready reference. You are required to follow the user manual towards the payment of invoices to be raised monthly towards subject license. The confirmation receipt of payment made shall require to be shared with this airport for reconciliation.

11. Rate of Escalation:

- a) 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.	Upto5%(including negative growth)	5%
2.	Greater than 5% and upto18%	10%
3.	Greater than18%	15%

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b) The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

12. 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 up to 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.

13. You shall pay one (01) month advance license fee amounting to **Rs. 32,96,485/- (Rupees Thirty Two Lakhs Ninety Six Thousand Four Hundred Eighty Five only) within 30 (Thirty) days** from the date of this letter of intent / award. **This license fees have been calculated on the basis of Number of Domestic Departing passenger for the month of March 2024 i.e. 2,75,512.**

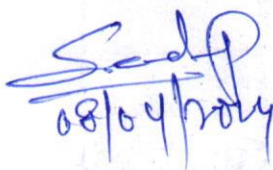
The advance license fee is inclusive of utility / facilitation charges @10% of AC space rent (applicable for FY 2024-25) and amount of GST@18%. The detail of monthly license fee is as under: -

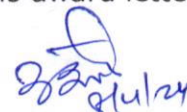
Particulars	Amount in Rs.	GST 18%	Total in Rs.
Monthly License fee	27,82,671/-	50,0880/-	32,83,552/-
Utility / facilitation charges (40 Sqm. X Rs.2740) X 10%	10,960/-	1,973/-	12,933/-
Total Amount			32,96,485/-

14. You shall deposit a sum of **Rs. 1,97,78,910/- (Rupees One Crore Ninety Seven Lakhs Seventy Eight thousand Nine Hundred and Ten only)** as Security Deposit (SD) equal to **06 (six)** months license fee of the **First year** of license plus utility / facilitation charges and applicable Govt. taxes (**This SD has been calculated on the basis of Number of domestic departing passenger for the month of March 2024 i.e. 2,75,512 and may be subject to revision in case of increase in number of Domestic Departing passengers**) in the form of Bank Guarantee / RTGS / NEFT. 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 **30 days** from the date of issuance of award.

15. In addition to above, the Security Deposit (SD) towards electricity charges amounting to **Rs.10,00,000/- (Rupees Ten Lakh only)** shall also be deposited by you to AAI in the form of Bank Guarantee / RTGS / NEFT.

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 30 days** from the date of issuance of this award letter.


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16. 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. **50 to 52**.

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

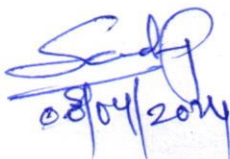
Bank Account No. (Current account) - 33814679549

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

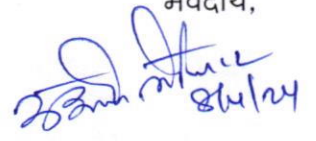
- 18. During the currency of the license, it shall be your sole responsibility to equip yourself with all necessary permits, licenses & clearances from all the concerned authorities / agencies which are required to operate the subject license. Further, you must ensure and adhere to all the rules & regulations as issued by Central Govt. / State Govt. (Govt. of Goa) from time to time for subject license.
- 19. You shall not erect or display any advertisements or signboards except after obtaining the prior approval in writing of the Authority.
- 20. 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.
- 21. You shall have to enter into an Agreement on Non-Judicial stamp paper of Rs.500/- **within 30 (Thirty) days** from the date of issuance of award letter / LOIA. The cost of Non-Judicial stamp paper & other papers shall be borne by you.
- 22. 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.
- 23. You shall be required to strictly follow the special terms and conditions for efficient Management of subject license.
- 24. Other terms and conditions shall be as per the e-tender documents for the subject facility.
- 25. This letter of intent / award shall form a part and parcel of the license agreement to be executed.


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26. You are required to convey the acceptance of award **within fifteen (15) days** from the date of this award letter along with the duly signed duplicate copy of this award letter.


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08/04/24

अशोक चेट्टियार)
वरिष्ठ प्रबंधक (वाणिज्य)
कृते विमानपत्तन निदेशक-