



Sl

भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India

AAI/ASR/Comml/Retail/Handicraft/2024-25/2198

Dt 22.07.2024

To

M/s April Moon Retail Private Limited
A Wing Unit Nos, G-A-08-09 &
B Wing Unit Nos, G-B-14-15,
Ground Floor, Art Guild House,
Next to Phoenix Market City,
Off L B S Marg, Kamani Junction,
Kurla, Mumbai - 400070

Kind Attention: Sunny Jain, General Manager

Email: sunny.jain-mtrpl@adani.com

Reference:- Tender ID: 2024_AAI_193151_1

Subject: Award of Licence for Retail Outlet for Handicrafts, Decor items & Accessories inside Domestic SHA and International SHA at Sri Guru Ram Dass Jee International Airport, Amritsar

Sir,

In response to your offer to the e-tender mentioned under reference, it has been decided by AAI to award the subject licence in favour of your company (M/s April Moon Retail Private Limited) 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 and Location :- Total Area-45 Sqm.

10 Sqm inside Domestic SHA (Ground Floor)

25 Sqm inside Domestic SHA (First Floor)

10 Sqm inside International SHA (First Floor) or as decided by AAI

Refer Appendix 3 and Appendix 4 of Annexure A of tender document..

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



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

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 **clause no. 7, 8, & 9** of NIET / tender document.
4. You shall pay quoted monthly licence fee of **Rs.6,25,500/- (Rupees Six Lakh Twenty Five Thousand & Five Hundred 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.2,740/- Per Sqm Per Month** for AC Space and **Rs.1,830/- 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. Authority shall raise all bills (including MMG / MAG and any other bills except annual land lease bills) for the current month on **1st day** of month in advance except true-up and reimbursement of expenditure bills like electricity, water etc. The invoices for reimbursement of expenditure like electricity, water charges etc. for the completed month shall be raised on **5th** of succeeding month.

A credit period of **15 days** (date of invoice plus **15 days**) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest **@12%** per annum from the due date (i.e. date of invoice plus **15 days**) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoice after due date but within **90 days** (date of invoice plus **90 days**) and **@18%** per annum from the due date till the actual date of payment received in AAI account in the case of concessionaire / agencies settled the Invoices after **90 days**. In case of part payment made by the agency, same rate of interest on the balance amount of invoices as applicable shall be charged.



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

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:-
- Acceptance of the offer within **07 (seven) days** from the date of issuance of the award letter / LOIA.
 - Submission of required documents to BCAS for security clearance with ten (10) 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.

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

- a) The amount of one (01) month's advance licence fee of **Rs.7,52,640/- (Rupees Seven Lakh Fifty Two Thousand Six Hundred Forty 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	6,25,500	1,12,590	7,38,090
Utility / facilitation charges (45 Sqm x Rs. 2740 x 10%)	12,330	2,219.40	14,549.40
Total Amount			7,52,639.40/-
Rounded Off			7,52,640/-

- b) An interest free **Security Depsoit (SD) for Licence Fee** amounting to **Rs.45,16,000/-** round off (**Rupees Forty Five Lakh & Sixteen Thousand only**) equivalent to **six (6) months** 1st year licence fee including utility / facilitation charges and Govt. taxes.
- c) An interest free **Security Deposit (SD) for electricity charges** amounting to **Rs.3,75,300/- (Rupees Three Lakh Seventy Five Thousand Three Hundred 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) An interest free Security Deposit (SD for Licence fee and electricity charges) 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. Provisionally, the license period is counted from the expiry of gestation period.



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

- e) A Letter of Understanding is also to be submitted along with Bank Guarantee(s) in the format as per **Annexure-L1** of tender document.
- f) Bank Charges shall be borne by the licensee (Your Company).
- g) **The Bank Guarantee (BG) from Co-operative Bank (even scheduled) / Societies / Payment Banks or in the form of FDR shall not be acceptable.**
- h) 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.
- i) 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)

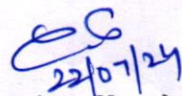
- j) While submitting the documents to BG issuing Bank, you will also submit letter to the issuing bank as per the format mentioned in the **Annexure-L2** of tender document.
 - k) While submitting the Original BG document, you shall also submit the copy of the SFMS BG confirmation message sent by the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



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

12. 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.
13. 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.
14. 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)
15. 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.
16. Other terms and conditions shall be as per e-tender documents for the subject facility.
17. 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,


22/07/24

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

Encl. As Above.



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

ANNEXURE: L1

(Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI)

The Branch Manager,
..... Bank,
.....

Sub: My/Our bank Guarantee No.dated.....for
Rs.....issued in favour of AAI A/c No.....

Sir,

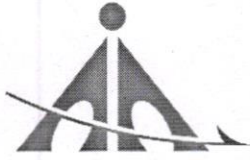
The subject Bank Guarantee is obtained from your branch for the purpose of Security/Earnest money on account of contract awarded/to be awarded by M/s Airports Authority of India to me/us.

I hereby authorize the AAI in whose favour the deposit is made to encash / close the subject bank guarantee before maturity/on maturity towards adjustment of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place:

Date:



भारतीय विमानपत्तन प्राधिकरण Airports Authority of India

ANNEXURE: L2

**Request Letter: Transmission of Bank Guarantee Cover Message
(to be submitted by applicant to BG issuing Bank)**

Date:

The Branch Manager,

..... (Bank),

.....(Branch)

Sub: Inclusion of Unique Identifier Code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC - ICIC0000007).

Dear Sir / Ma'am,

I / We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank - IFSC-ICIC0000007).

Thanking you,

(Vendor / Customer / Concessionaire)

Place:

Date: