



भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA

क्र.: भाविप्रा/खजु./वा./डी.पी.एल.एस./2024-25/771/258

दिनांक: 30.07.2024

प्रति,

✓ मेसर्स स्मृति एसोसिएट्स,  
तुलिप-327, रुचि लाइफस्केप्स,  
जाटखेड़ी, भोपाल (म.प्र.)  
Email: [anujsharma81in@yahoo.com](mailto:anujsharma81in@yahoo.com)

**Subject: Award of license for operating Duty Paid Liquor Shop inside Arrival Hall at Khajuraho Airport Khajuraho(M.P.).**

Sir,

In response to your offer in the e-tender (Tender ID: 2024\_AAI\_195688\_1), we are pleased to inform that the Competent Authority has decided to award the subject license to you on the following terms and conditions: -

1. You shall operate the subject license at Khajuraho Airport, Khajuraho whose location / area is as follows:
  - a) Area – **42 Sqm**
  - b) Location –Ground Floor, Arrival Hall
2. The period of License shall be **Five (05) Years.**
3. **Business Incubation Period: Fifteen (15) days** from the date of issuance of 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 etc.) and meet other obligations as will be specified in this award letter 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 **16th 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 which shall not be later than **thirty (30) days** from the date of issuance of LOIA.

**Cont--02--**

कार्यालय- निदेशक विमानपत्तन, नागर विमानक्षेत्र, खजुराहो, छतरपुर (मध्यप्रदेश) - 471606

दूरभाष - (07686) 272805, 274767, 274041, फैक्स-272810, 274765

Office of the Airport Director, Civil Aerodrome, Khajuraho, Chhatarpur, (MP)-471606

Ph. (07686) 272805, 274767, 274041 Fax- 272810, 274765

"हिन्दी पत्रों का स्वागत है"

"पर्यावरण को रक्षा: भारती की सुरक्षा"

6. The license period shall be valid from the date of expiry of **90(Ninety)days** gestation period reckoned from the date of handing over of site (to be done within **15 days** business incubation period) or commencement of business, whichever is earlier.
7. You shall pay the quoted monthly license fee of **Rs. 29,400/- (Rupees Twenty Nine Thousand Four Hundred only) Per Month or Amount equal to the "Quoted Rate (i.e. Rs. 17.90/-) per Domestic Arriving Passenger" X Number of Domestic Arriving 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 Arriving Passengers. However,
  - a.) For the sake of convenience in raising monthly invoice, Airport shall consider Quoted Rate per Domestic Arriving Passenger, which will be equal to 'Quoted Rate per Hundred Domestic Arriving Passenger' divided by 100.
  - b.) Accordingly, Monthly License Fee will be equal to "Quoted Rate per Domestic Arriving Passenger" X Number of Domestic Arriving Passengers per month or MMG, whichever is higher, plus applicable Taxes.

10. **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.     | Up to 5% (including negative growth)                                                    | 5%                |
| 2.     | Greater than 5% and up to 18%                                                           | 10%               |
| 3.     | Greater than 18%                                                                        | 15%               |

- b) The first annual escalation will be applicable after completion of **01 (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 Region, the date of 1<sup>st</sup> escalation period shall be reckoned from the original date of commencement of contract.

**Cont--03--**



11. 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. Wherever the billing is dependent on passenger data/ any other data and provisional billing is already done every month on 1st in advance, the invoices for true-up data shall be raised by 10th of succeeding month on the basis of pax data or actual data submitted by the concessionaire/agency.

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 Authority's account in the case of concessionaire/ agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.

12. You shall pay one (01) month advance license fee amounting to **Rs. 39,648/- (Rupees Thirty Nine Thousand Six Hundred Forty Eight only) within 15 (fifteen) days** from the date of this letter of intent/award.

The advance license fee is inclusive of utility / facilitation charges @10% of AC space rent i.e. Rs. 1000/- per Sqm per month (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 (MMG)                                    | 29400/-       | 5292/-  | 34,692/-        |
| Utility / facilitation charges<br>(42 Sqm. X Rs. 1000) X 10% | 4200/-        | 756/-   | 4956/-          |
| <b>Total Amount</b>                                          |               |         | <b>39,648/-</b> |

13. You shall deposit a sum of **Rs. 2,92,071/- (Rupees Two Lakhs Ninety Two Thousand Seventy One 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



**Cont--04--**

(This SD have been calculated on the basis of average Number of domestic arriving passenger for the month of July 2023 to June 2024=24835/12 i.e. 2070 and may be subject to revision in case of increase in number of Domestic Arriving passengers) in the form of Bank Guarantee /RTGS / NEFT/DD. 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 **15 days** from the date of issuance of award.

14. In addition to above, the Security Deposit (SD) towards electricity charges equivalent to **5%** of annual license value i.e. amounting to **Rs. 29,207/- (Rupees Twenty Nine thousand Two hundred Seven only)** shall also be deposited by you to AAI in the form of Bank Guarantee /RTGS / NEFT/DD.

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

15. 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. **65 to 66**.

16. You are requested to make all the payments by way of online through NEFT / RTGS to AAI Bank, whose particulars are enclosed herewith.

17. 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 Madhya Pradesh) from time to time for subject license.

18. You shall not erect or display any advertisements or signboards except after obtaining the prior approval in writing of the Authority.

19. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give an alternative premise for the purpose of this license.



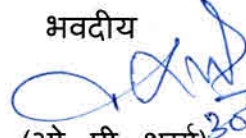
In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by the licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

20. It would be the responsibility of the licensee to obtain all necessary security clearances from BCAS/any other regulatory agency as required within the gestation period itself. Any claim for additional gestation period or rebate on account of delay in obtaining security clearances by you shall not be entertained by AAI at any stage.
21. 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 Security Directorate, AAI, Khajuraho and Bureau of Civil Aviation Security (BCAS), Office Bhopal.
22. 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.
23. You shall have to enter into an Agreement on Non-Judicial stamp paper of Rs. 500/- **within 15 (fifteen) days** from the date of issuance of award letter / LOIA. The cost of Non-Judicial stamp paper & other papers shall be borne by you.
24. You must necessarily operate the contract minimum for 50% of the contract period, failing which you may be debarred from participating in any tenders of AAI, for a minimum period of one year and demurrage charges will also be payable as per terms of the agreement.
25. 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.
26. You shall be required to strictly follow the special terms and conditions (Appendix 2 of Annexure A of tender document) for efficient Management of subject license.
27. Other terms and conditions shall be as per the e-tender documents for the subject facility.



28. This letter of intent / award shall form a part and parcel of the license agreement to be executed.
29. You are required to convey the acceptance of award **within seven (07) days** from the date of this award letter along with the duly signed duplicate copy of this award letter.

भवदीय

  
(ओ. पी. शर्मा) 30/07/24

प्रभारी (वार्णिज्य)

In Charge (Commercial)

कृते निदेशक विमानपत्तन

For Airport Director

नागर विमानक्षेत्र खजुराहो (म.प्र.)  
Civil Aerodrome Khajuraho (M.P.)