



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA



संदर्भ सं.

Ref. No. **AAI/ AT/ COMML/MC-134 (F&B)/2021/839-843**

दिनांक

Date. **17/09/2021**

To,
M/s Saptagiri Restaurant Pvt. Ltd.,
Regd. Off: L-322, Mahipalpur Extn,
New Delhi – 110037

Subject: Letter of Intent of Award (LOIA) for Concession to Design, Fit-out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage outlets at New Integrated Terminal Building (NITB) of MBB Airport, Agartala.

Dear Sir,

Reference is made to the proposal submitted by M/s Saptagiri Restaurant Pvt. Ltd in response to the Request for Proposal (RFP) vide Tender ID No. 2021_AAI_73233_1 for Concession to Design, Fit-out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage outlets at New Integrated Terminal Building (NITB) of MBB Airport, Agartala., for which the Technical Bid was opened on 26/04/2021 and Financial Bid was opened on 09/06/2021.

The Competent Authority is pleased to grant you the referred License on the following Terms & Conditions: -

Terms and Conditions:

1. **Description of Facility:** Concession to Design, Fit-out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage outlets.
2. **Location:** NITB, MBB Airport, Agartala.
3. **Space/Area (in Sqm):** 461 Sqmtr.
4. **Concession Terms:** The period of concession shall be for 07(Seven) years, unless terminated earlier as per Article 19 or any other relevant clause in the RFP.

The Concessionaire will have to operate the Concession for a minimum period of 3.5 (three and a half) years ("Minimum Lock in Period"), failing which the Bidder shall be liable to be debarred for a period of three (3) years or as may be decided by the Authority from participating in any bidding process of the Authority. Apart from the debarring process, the Authority shall be entitled to forfeit and appropriate the Security Deposit.


व. प्रबंधक (वाणिज्य)
Sr. Manager (Commercial)

भारतीय विमानपत्तन प्राधिकरण / AIRPORTS AUTHORITY OF INDIA
म.बी.वि. हवाईअड्डा / M.B. AIRPORT
अगरतला / AGARTALA

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5. **Concession Fee:** During the license period, the licensee shall pay to the Authority every month in advance, by way of concession fee and applicable charges and taxes on or before 25th day of English calendar month as under:

6.

Period	Quoted Minimum Monthly Guarantee (QMG)/ Monthly License Fee (INR)
1 st year	Rs 11,55,555/- (Rupees Eleven Lacs fifty-five thousand five hundred fifty-five only) or Revenue Share of 24% of the Net Sales whichever is higher for the Month plus applicable charges and taxes.

The Quoted Monthly Guarantee is subject to annual escalation at the end of each concession year as described below:

S. No.	Passenger growth (in the preceding 12 months from the last month for which data is available)	Annual Escalation
1	Up to 5% (including negative growth)	5%
2	Greater than 5% and up to 18%	10%
3	Greater than 18% and less than or equal to 30%	15%

7. **Business Incubation Period:** Business Incubation Period of 60 (sixty) days is applicable from the date of issue of the Award letter. You are requested to complete all the formalities/ conditions of award including payment of Advance License Fee, remittance of Security Deposit and execution of License Agreement, Integrity Pact and shall submit/produce binding MOU with brands within this period.

8. **Gestation Period:**

- "Gestation Period" for each location shall mean a period commencing on the Access Date in respect of each location as part of Concessioned Premises and expiring on the 61st day from Access Date of such location or commencement of business on that location whichever is earlier, unless extended in writing by the Authority.

- The Gestation Period of sixty (60) days is a Concession Fee Holiday Period. However, it is expected that the Concessionaire within this period completely installs outlets as per approved Concessionaire Managed Locations Layout Plan.
- The Concessionaire however would be permitted sample marketing during this Gestation Period and would be liable to pay the proportionate Concession Fee for the actual Concessioned Premises area put to use without having any effect on the Concession Fee Commencement Date.
- The Concessionaire however would not be entitled any Resurrection Period if the relocation of an Original Location to an Alternate Location has been permitted by the Authority upon the written request made by the Concessionaire.
- You are required to procure all Applicable Permits/Licenses under applicable Laws including BCAS security clearance, which are required to perform the License and submit copies thereof to Authority, within this period. No extension of gestation period on any reason whatsoever will be granted.

9. **Other Charges:**

The Concessionaire shall pay to the Authority, the following additional charges in relation to the Concessioned Premises comprising a part of the Concessionaire Managed Locations in accordance with the draft Concession Agreement.

- (a) Common Area Maintenance (CAM) Charges.
- (b) Utility Charges, as per metered actual consumption.

The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Service Area(s) and Seating Area(s) if provided to the Concessionaire in respect of this Concession in accordance with the draft Concession Agreement.

- (a) Space Rent at rates as notified by the Authority from time to time
- (b) Common Area Maintenance (CAM) charges
- (c) Utility Charges, as per metered actual consumption

The Authority shall raise invoice(s) in accordance with the terms and conditions of the draft Concession Agreement by 10th of every month. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Concession Fee, Space Rent, CAM Charges etc. by the 25th day of the same month and Utility Charges within 14 days of respective invoice date, failing which Penal Interest on Delayed Payments shall be levied as per Clause 5.12 of the RFP Utility /Facilitation charges: As per the tender provisions. If required by the Concessionaire and agreed to by the Authority, the Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by the Authority from time to time.

CAM Charges shall be @10% of the applicable Space Rent for the area under their occupation.

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10. **Space Rent:**

At present A/C area space rent is Rs.1000/- psqm p.m. and non-A/C area is Rs.670/- psqm p.m. for the F.Y. 2021-22, which is subject to annual compound escalation @7.5% effective 1st April every year or as may be decided by AAI from time to time. The rates derive after annual escalation shall be rounded off nearest multiple of 10(ten).

11. **Electricity and Water:**

The Concessionaire shall pay to the Authority or any other agency appointed by Authority in this regard, the Utility Charges ("Utility Charges") including Electricity Charges for utilities such as electricity, water, etc. in relation to Concessionaire Managed Locations etc. comprised in the Concession in accordance with this Clause. Such Utility Charges shall be paid by the Concessionaire to the Authority or any other agency appointed by the Authority in this regard, promptly and expeditiously. Such Utility Charges shall be payable at the rate prescribed by the Authority from time to time for actual usage to be metered. After raising of invoice(s) by Authority in respect of Utility Charges, the Concessionaire would be under obligation to make payments within 14 days of invoice date. It is clarified that provision of any Utility shall not be deemed to be sale of such Utility by Authority to the Concessionaire. GST or any other tax levied by State / Central Govt. as applicable from time to time will be extra.

12. **Advance License Fee:**

You are required to pay one-month Licence Fee in advance (by RTGS/NEFT), of Rs. **14,10,165.00** /- as per the details below:

Particulars	Amount (Rs.)
Monthly License Fee	11,55,555.00
CAM/ Utility/ Facilitation Charges	39,500.00
Total	11,95,055.00
GST @18% on above	2,15,110.00
Sub Total	14,10,165.00

13. **Security Deposit:**

Phase – I:

On or before the date of execution of the Concession Agreement the selected bidder shall deposit with Airports Authority of India, Security Deposit in the form of Bank Guarantee (BG) equivalent to eight (8) months' QMG of the first Concession Year, i.e. an amount of Rs **1,11,89,000.00/-** (Rupees One Crore Eleven Lakh Eighty-Nine Thousand only) with validity of four (04) years from the date of commencement of the Concession.

Phase – II:

BG equivalent to eight (8) months' QMG of the 4th Year Concession Fee with a validity of six (6) months from the expiry of Concession Term shall be submitted by the Concessionaire within six (6) months prior to completion of the 4th Concession Year or validity of BG already submitted in the first phase, whichever is earlier. The Successful Bidder will have the option to renew the existing BG for enhanced amount or submit a fresh BG to the Authority. The Successful Bidder will have the option to deposit single Bank Guarantee for the stipulated amount or two Bank Guarantees amounting to the stipulated amount.

The interest free Security Deposit shall only be accepted from a scheduled/nationalized bank. A Bank Guarantee from a co-operative bank shall not be accepted. The amount has been arrived at as follows:

Particulars	Amount (Rs.)
License Fee (equivalent to eight (8) months' QMG)	92,44,440.00
CAM/Utility/Facilitation Charges (equivalent to six (6) months of CAM charges)	2,37,000.00
Sub Total	94,81,440.00
Add provision for probable taxes @18% on above	17,06,660.00
Total (rounded off to next thousand)	1,11,89,000.00

Note: Payment of Security deposit for space shall be payable after allotment of the area.

14. **Electricity Deposit:**

The electricity security deposit amounting to **Rs.12,29,000/-** (Rupees Twelve lakhs twenty-nine thousand only) equivalent to 5% of annual concession fee of the last year, for electricity charges shall be deposited to AAI in addition to the above security deposit in absolute favour of Airports Authority of India, Agartala in the form of Bank Guarantee/ DD/ Pay Order/ NEFT/ RTGS. No interest is payable on security deposit by AAI.

15. License Agreement:

Execution of the Agreement and Integrity Pact within 15 (fifteen) days from the date of issuance of award letter/ LOIA (on Stamp Paper of Tripura Govt. appropriate value i.e. Rs.100/- to be borne by the licensee).

16. BCAS Clearance:

You have to obtain all necessary Security Clearance from BCAS/any other regulatory agency as required (as applicable), within the Gestation Period. You are required to login and apply in 'e-Sahaj' portal within 05 (Five) days from the date of award letter. The required documents for security clearance are to be submitted to this Office within 10 (Seven) days from the date of award letter. No extension of Gestation Period, on account of non-receipt of BCAS clearance will be given.

17. Airport Entry Pass:

Work Permits will be issued to your legitimate workers for construction/fabrication of counters/kiosks etc., on submission request along-with valid documents as per BCAS requirement, subject to verification. Airport Entry Pass (AEP) will be issued to your legitimate staff on submission of request along-with valid documents, subject to verification. Mere submission of request will not entail you for the issue of AEP/Worker Permits. The fees for issuance of Airport Entry Permits/Passes payable to BCAS/appropriate authorities shall be borne by the licensee.

18. Layout Plan:

You have to submit the layout plan of the outlets with detailed drawings and get them approved by the concerned Departments of AAI, before execution of work.

19. Electric Load:

You have to submit the electrical load requirements and electrical fittings layout of the counters/kiosks and get them approved by the concerned Departments of AAI, before execution of the works.

20. Single Point of Contact (SPOC):

The Commercial Department will act as the SPOC for obtaining all internal permits, remittance of SD/License Fee and execution of License Agreement.

21. Acceptance of LoA:

You are required to submit a duplicate copy of this LoA, duly signed by the Bidder/Authorised Signatory within 07 (Seven) days towards acceptance of this Award.

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22. In addition, all terms and conditions enumerated in the RFP (Tender ID No. 2021_AAI_73233_1 and this award letter (LoA), its acceptance, the NIT documents and its corrigendum (as applicable) will for part and parcel of the License Agreement.

This is issued with the approval of the Competent Authority.

Yours sincerely



(L. Baruah)

Sr. Manager (Commercial)
For Airport Director

Signature Not Verified

Digitally signed by LACHIT BARUAH
Date: 2021.09.20 12:29:32 IST
Location: eProcurement System for Central
PSUs