



भारतीय विमानपत्तन प्राधिकरण
राजा भोज विमानतल, भोपाल - 30
Airports Authority of India
Raja Bhoj Airport, Bhopal - 30
दूरभाष/Phone : 2646111-17, फैक्स/Fax: 2646002/3
ई-मेल/E-mail : apdbhopal@aai.aero

बीपी/भाविप्रा/सीसी - 106 बी/2021/722
प्रति,

दिनांक 11/08/2021

मेसर्स रोजियस एयरपोर्ट रीटेल लिमिटेड
डी 73/1, टीटीसी इन्डस्ट्रीयल एरिया
एमआईडीसी, टूरमे, नवी मुम्बई - 400705

विषय : अवार्ड लेटर प्रेषण के संबंध में ।
महोदय,

उपरोक्त विषय के संबंध में मास्टर कनसेशन रीटेल का अवार्ड इस पत्र के साथ मूल रूप में संलग्न कर आपकी ओर सूचनार्थ प्रेषित है ।

धन्यवाद

भवदीय,

(संतोष सिंह)
11/08/2021

सहायक महाप्रबन्धक (वाणिज्यिक)
कृते विमानपत्तन निदेशक, भाविप्रा
भोपाल विमानतल

संतोष सिंह
Santosh Singh
सहा. महाप्रबन्धक (सी.एन.एस. - वाणिज्यिक)
Asst. General Manager (C.N.S. - Commercial)
भारतीय विमानपत्तन प्राधिकरण
राजाभोज विमानतल, भोपाल-36
Airports Authority of India
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ई-मेल/E-mail : apdbhopal@aai.aero

Dated: 11/08/2021

Ref No.AAI/BP/CC-106B/2021/

M/s Rozeus Airport Retail Limited,
D-73/1, TTC Industrial Area
MIDC Turbhe
Navi Mumbai-400705

विषय: Letter of Intent to Award (LOIA) – Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Retail Outlets at Raja Bhoj Airport, Bhopal.

महोदय,

Reference is invited to the Proposal submitted by **M/s Rozeus Airport Retail Limited**, in response to Request for Proposal (RFP) invited by Airports Authority of India (Tender ID 2021_AAI_77297_1) for **Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Retail Outlets at Raja Bhoj Airport, Bhopal**, which was opened on 18/06/2021 (Technical Bid) and 09/07/2021 (Financial Bid).

The Competent Authority is hereby pleased to grant to **M/s Rozeus Airport Retail Limited**, a non-exclusive **Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Retail Outlets at Raja Bhoj Airport, Bhopal**, at the designated locations mentioned in the RFP on the following broad terms & conditions:

1. General

1.1 The Selected Bidder, **M/s Rozeus Airport Retail Limited** shall within 7 (Seven) working days of issue of this letter return duplicate copy of the LOIA as acknowledgement of the award and submit details of designs / drawings, layout plan and related materials for each of the location as per RFP.

1.2 The Selected Bidder shall submit/produce binding MOU with One international and One domestic brand within 30 days of issue of this LOIA which shall be minimum of 01 (One) International branded outlets and minimum of 1 (one) domestic branded outlet.

1.3 Gross Floor Area of Outlets shall be as per RFP.

2 Concession Term

2.1 The term of the Concession (the "Concession Term") shall commence on the earlier of:

(a) 61st day from the date on which the Access Date(s) of at least fifty percent (50%) of the area designated for Concessionated Premises in the Concessionaire Managed Locations Layout Plan have occurred; or

(b) the date of deemed commencement of Concession Term which may be

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specified by the Authority by a written notice of not less than seven (7) days.

- (c) The Concession Term shall expire on the seventh (7th) anniversary of the date of commencement of the Concession Term, unless this Agreement is terminated earlier in accordance with the terms and conditions of this Agreement.

2.2 The Concessionaire will have to operate the Concession for at least the Minimum Lock in Period as per the terms and conditions of this Concession Agreement. The Concessionaire cannot terminate this Agreement prior to expiry of the Minimum Lock in Period. If the Concessionaire fails to perform any of its obligations as per the terms and conditions of this Agreement, it would lead to forfeiture of Security Deposit and debarring for a period of three (3) years from participation in future tenders/RFPs floated by Authority.

2.3 The Concession Term under Additional Concessionaire Managed Locations handed over to the Concessionaire at subsequent stages shall co-terminate on the expiry date of the Concession Term.

3 Concession Fee

In consideration for the grant of Concession, the Concessionaire shall pay to the Authority, a concession fee (the "Concession Fee") in respect of the said Concessioned Premises in accordance with the terms and conditions of RFP.

3.1 The Concessionaire agrees and undertakes that the Concession Fee of Rs. 8,77,003/- (Eight Lakh Seventy Seven Thousand and Three Rupees Only) to be paid each Month under this Agreement shall be the Quoted Monthly Guarantee (QMG) or the Revenue Share for the particular Month, whichever is higher, based on actuals.

3.2 The Quoted Monthly Guarantee is subject to annual escalation at the end of each Concession Year as per escalation formula defined 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%	15%

3.3 In respect of provision of additional space to the Concessionaire, adjustments to QMG shall be in accordance to RFP.

3.4 Provided that, at any stage during the Concession, the Quoted Monthly Guarantee shall be pro- rata based on the following:

- (a) Proportion of the area of the locations for which the Concession Fee

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Commencement Date has occurred by the end of the respective Month.

- (b) For locations, for which the Concession Fee Commencement Date falls in the middle of the Month, the Quoted Monthly Guarantee (QMG) shall be further pro-rated based on the remaining number of days in the respective Month out of the total number of days in the Month. For such locations the, pro-rated QMG for the respective Month shall be provided along with the QMG of the subsequent Month.
- 3.5 Not later than the twenty-fifth (25th) day of each Month, the Concessionaire shall pay the Authority, the Quoted Monthly Guarantee (QMG) for the respective month.
- 3.6 The Concession Fee is exclusive of any Taxes. All Taxes with respect to the Concession shall be borne by the Concessionaire and shall not be deducted from the Concession Fee paid to the Authority.
- 3.7 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of QMG or other relief from the Authority or any Governmental Authority except in accordance with the express provision of this RFP.
- 3.8 The Concession Fee paid by the Concessionaire to the Authority shall be exclusive of Taxes and all Taxes shall be paid over and above the Concession Fee. The payment of applicable Taxes in respect of the Concession Fee and any other Taxes applicable under Applicable Laws shall be the obligation of the Concessionaire and shall be borne by the Concessionaire at its own risks and costs. The Concessionaire shall remit the amount of GST in respect of use of the Concessioned Premises to the Authority along with the Concession Fee every Month. It is clarified that the Concessionaire shall pay the taxes except GST in respect of use of Concessionaire Managed Locations directly to relevant Governmental Instrumentalities which shall be over and above the Concession Fee/ Space Rent. Direct taxes including withholding tax on respective income shall be borne by the respective parties.
- 3.9 The Authority shall raise an invoice to the Concessionaire for QMG, in accordance with the terms and conditions of this Agreement, by 10th of every month. Irrespective of receipt of any invoice from the Authority, the Concessionaire shall be bound to remit the QMG by the 25th of the same month. Further, within seven (7) days of each Month end, the Concessionaire shall provide the Authority with a statement (along with itemized sales report /statement) duly certified by head of finance of the Concessionaire, showing gross sales and Net Sales earned from the Concessioned Premises in the respective Month ("MIS Statement"). In case the Revenue Share for the Month is found to be higher than the Quoted Monthly Guarantee (QMG), the Concessionaire shall pay the difference to the Authority within seven (7) days of provision of the MIS Statement. Any delay in the aforementioned payments shall attract an interest on the delayed amounts at the rate of 9% per annum from the respective due date for up to 30 days of delay, and if delay is for more than 30 days, then interest @ 18% per annum shall be charged from the due date, for the entire delayed period.

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- 3.10 All payments towards Concession Fee, payable by the Concessionaire to the Authority, shall be in Indian Rupees and by way of electronic fund transfers through RTGS system.
- 3.11 The Concessionaire hereby acknowledges and agrees that there shall be no revision in Quoted Monthly Guarantee (QMG) on account of an increase/decrease in passenger traffic at the Airport in the normal course of business. However, the escalation shall prevail.
- 3.12 The Concessionaire shall pay to the Authority, the following additional charges in relation to the Concession Premises comprising a part of the Concessionaire Managed Locations in accordance with the draft Concession Agreement.
- (a) Common Area Maintenance (CAM).
 - (b) Charges Utility Charges, as per metered actual consumption.
- 3.13 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
- 3.14 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.

4 Security Deposit.

- 4.1 In order to ensure timely payments of the Concession Fee and any other fees and charges stipulated hereunder, payable by the Concessionaire to the Authority and due performance of its obligations under this Agreement, the Concessionaire shall deposit with the Authority, an interest-free refundable security deposit ("Security Deposit") in the following amounts:
- (a) From the first Concession Fee Commencement Date to the end of the 4th Concession Year, the Security Deposit shall be an amount equivalent to eight (8) months' QMG for the first Concession Year, to be deposited as Bank Guarantee or cash on or before the date of execution of this Agreement. The Concessionaire shall have the option to deposit a single Bank Guarantee for stipulated amount or two Bank Guarantees amounting to stipulated amount.

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(b) From the end of the 4th Concession Year to a period which is six (6) months after the date of expiry of this Agreement, the Security Deposit shall be an amount equivalent to eight (08) months' QMG for the fourth Concession Year, to be deposited as Bank Guarantee or cash. The Authority reserves the right to modify the definition of Security Deposit and enhance the same according to prevailing Authority policies and guidelines from time to time. The Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

- 4.2 Failure of the Concessionaire to provide and/or maintain the Security Deposit for the prescribed amounts in accordance with the provisions hereof, shall entitle the Authority to forfeit and appropriate the Security Deposit as damages, and to terminate this Agreement in accordance with Article 19.

5 Gestation Period

- 5.1 "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 by the Authority.
- 5.2 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.
- 5.3 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.
- 5.4 The Concessionaire however would not be entitled any Resurrection Period if the relocation of an Original Location to an Alternate Location has been sought under Rationalization Rights
6. You are requested to fulfil the conditions specified in the Letter of Intent to Award to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority).

(a) The Concessionaire shall submit to the Authority a detailed program comprising of its installation methodology, time schedule and other details; as mentioned in Appendix - II of RFP

(b) Execute the Concession Agreement not later than 30 days from commencement of business incubation period;

(c) Execute the Integrity Pact as per format.

11/08/2021.



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(d) Procure all Applicable Permits under Applicable Laws which are required to execute and perform the Agreement and submit copies thereof to Authority.

7. Rebate on account of non-closure of any related license (listed in RFP) or on account of non-provisioning of RFP earmarked space shall be granted to the Concessionaire equivalent to the applicable Concession Fee of that particular concession. The term "particular concession" herein refers to the concession under reference, as defined in this RFP.

8. The concessionaire can seek and, at the discretion of the Authority, may be provided additional space/premises ("Additional Concessioned Premises") subject to operational feasibility on payment of additional applicable Security Deposit and additional applicable QMG. The provision of such Additional Concessioned Premises would however cease on or before the Concession Term expiry date.

9. The capital expenditure plan as enumerated in clause 5.6 of RFP and modified in Corrigendum shall be applicable.

10. In addition, all the terms and conditions with specific reference to the "Operation and Maintenance" enumerated in the Article 11 of the RFP Concession Agreement shall be applicable.

11. In addition, all the terms and conditions enumerated in the RFQ/RFP and the Concession Agreement and its Corrigendum shall form part and parcel of the Letter of Intent to Award.

12. Your acceptance to the above terms and conditions must be forwarded to this office within 7 days of receipt of this Letter of Intent to Award failing which it will be presumed that you are not interested for above concession and the Letter of Intent to Award shall automatically stand cancelled.

Yours Sincerely

(Santosh Singh) संतोष सिंह
Asstt. General Manager (Commercial) (सि.एन.एस. - वाणिज्यिक)
For Airport Director महाप्रबंधक (सी.एन.एस. - वाणिज्यिक)
Asst. General Manager (C.N.S. - Commercial)

Copy to:-

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राजाभोज विमानतल, भोपाल-36
Airports Authority of India
Raja Bhoj Airport, Bhopal-36

1. ED (Comml.), AAI, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi.
2. RED, RHQ, WR, AAI, Mumbai.
3. Jt. GM (Vigilance), RHQ, WR, AAI, Mumbai.
4. DGM (Comml.), RHQ, WR, AAI, Mumbai.

Internal:-

In-charge – Commercial/Finance/Terminal Mgt./Engg.-Civil/Engg.-Elect./Security – AAI, Bhopal Airport.

