



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

संख्या:- भा.वि.प्रा./जम्मू/वाणि/1409/MCFB/3380

दिनांक: 12.12.2021

सेवा में,

M/s RBA Hospitality and Hotels Pvt. Ltd.,
16 Ranmukteshwar Society,
Nr. Sardar S Bavla, Hansol,
Ahmedabad-382475

Subject: Letter of Intent to Award (LOIA) for Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage Outlets at Jammu Civil Airport.

महोदय,

उपरोक्त विषय पर स्वतः स्पष्ट संलग्न पत्र आपके सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

भवदीय,

(संजीव कुमार गर्ग)

विमानपत्तन निदेशक

भा.वि.प्रा, सिविल विमानपत्तन, जम्मू

संलग्न:- उपरोक्त |



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

File No. AAI/JU/Coml./1409/MCFB/ 3380

Dated: 12.12.2021

To,

M/s RBA Hospitality and Hotels Pvt. Ltd.,
16 Ranmukteshwar Society,
Nr. Sardar S Bavla, Hansol,
Ahmedabad-382475

Subject:- Letter of Intent to Award (LOIA) for Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage Outlets at Jammu Civil Airport.

Sir,

Reference is invited to the Proposal submitted by M/s RBA Hospitality and Hotels Pvt. Ltd. in response to the RFP (Request for Proposal) Tender ID 2021_AAI_82001_1 for Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage Outlets at Jammu Civil Airport.

The Competent Authority is hereby pleased to grant you a non-exclusive Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage Outlets at Jammu Civil Airport at the designated locations of total 237 SQM. mentioned in the RFP on the following broad terms & conditions:-

1. General

- 1.1 You shall within Seven (07) days of issue of this letter, sign & return the duplicate copy of the LOIA as acknowledgment of the award.
- 1.2 You shall submit the Security Deposit in the form and manner as specified in this RFP prior to signing of the Concession Agreement.
- 1.3 You shall execute the Integrity Pact as per the Draft Integrity Pact forming part of this RFP as per Technical Form-17 of Appendix-I prior to signing of the Concession Agreement.
- 1.4 You shall execute the Concession Agreement as per the provisions of the Bidding Documents not later than Thirty (30) days from commencement of the Business Incubation Period of 60 days.
- 1.5 You shall at its own risk and cost, obtain all Applicable Permits under the Applicable Laws which are required to execute and perform the Concession Agreement and submit copies thereof to the Authority.
- 1.6 You shall at its own risk and cost, obtain the security clearances required to carry out commercial activities in the security restricted area from the Bureau of Civil Aviation Security (BCAS) or any other relevant Governmental Authority and submit copies thereof to the Authority.

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1.7 You shall submit its proposed layout plan by utilizing the indicative / tentative Concessionaire Managed Locations Layout Plan as provided in Schedule A within Seven (7) days of commencement of the Business Incubation Period. Such a layout plan shall also include the reasonably required quantity or capacity for any utilities required along with locations of any physical connections such as sewage, exhausts, etc.

1.8 You shall demonstrate that the planned interior and exterior designs of the Concessionaire Managed Locations comply with the Design Guidelines (as provided in Schedule L).

1.9 You shall produce binding MoUs / agreements signed with Brand owners as per Technical Form-5 of Appendix-I of the RFP within thirty (30) days of issue of LOIA, as per the table below:

Minimum number of Brands
At least 01 Internationally Branded Outlet and 01 Nationally Branded Outlet (for Jammu Airport)

1.10 You shall apply for necessary approvals and clearances of security program from the Bureau of Civil Aviation Security (BCAS) or any other relevant Governmental Authority, and any other clearance as may be notified from time to time and submit copies thereof to the Authority.

2. Scope of the Concession

2.1 You shall use the Concessionaire Managed Locations within the scope of this Concession as defined in this RFP during the Concession Term. The Concessionaire shall ensure that the execution of this Concession matches international standards and is in line with the image envisaged for the Airport by the Authority.

3. Term of Concession

3.1 The term of concession of this award will be Seven (07) Years with effect from Concession Fee Commencement Date as per terms of clause 5.3 of Chapter 05 of RFP.

3.2 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 Concession Premises of **Rs.18,00,081/- (Rupees Eighteen Lakh and Eighty One only) or 24% of Revenue Share**, whichever is higher plus applicable taxes and other charges in accordance with Article 14 of the Concession Agreement. The minimum annual guarantee calculated based on the MMG quoted by the selected bidder shall be escalated in the subsequent years as per annual escalation formula detailed in Article 10 of Concession Agreement of RFP or 24% of monthly net sales, whichever is higher to be calculated through EPOS as reflected in Terms and Conditions at Chapter-7 in accordance with the terms and conditions of this RFP.

3.3 The Concession Fee shall be payable on a monthly basis as set out in the draft Concession Agreement.

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3.4 The Concession Fee is exclusive of any Taxes. All Taxes with respect to the Concession, including GST, shall be borne by the Concessionaire and shall not be deducted from the Concession Fee paid to the Authority.

3.5 Concession Fee Commencement Date for each location shall mean the date on which the Gestation Period of that location has expired i.e. the 61st day from the Access Date of such location or commencement of business on that location whichever is earlier, unless extended in writing by the Authority.

3.6 For any Additional Concessioned Premises provided to the Concessionaire in any Concession Year, the QMG applicable for such Concession Year shall be pro-rated based on the area provided.

3.7 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.

3.8 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 by the 25th day of the same month and Utility Charges within 14 days of respective invoice date, failing which interest at the rate of 9% per annum shall be charged from the due date for delayed period up to 30 days. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1 of the draft Concession Agreement.

4. Other Charges

4.1 You 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) Utility Charges, as per metered actual consumption.

4.2 You 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.

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5. Security Deposit

Phase – I:

On or before the date of execution of the Concession Agreement, you shall deposit with AAI, Bank Guarantee (BG) of **Rs.1,69,92,800/- [Rupees One Crore Sixty Nine Lakhs Ninety Two Thousand and Eight Hundred Only]** equivalent to eight (8) months' QMG of the first Concession Year, with validity of Four (4) years from the date of commencement of the Concession.

Phase – II:

BG equivalent to Eight (08) months' QMG of the 4th Year 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.

- 5.1. 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.
- 5.2. The Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

6. Gestation Period

- 6.1. "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.
- 6.2. 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.
- 6.3. 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.

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- 6.4. 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.
7. The capital expenditure plan as enumerated in Clause 5.6 of RFP and modified in Corrigendum shall be applicable.
8. 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.
9. In addition, all the terms and conditions enumerated in the RFP and the Concession Agreement and its Corrigendums shall form part and parcel of the Letter of Intent to Award.

Yours Sincerely,

(Sanjeev Kumar Garg)
Airport Director
AAI, Jammu Civil Airport

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