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भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

विमानपत्तन निदेशक का कार्यालय

O/o Airport Director

वड़ोदरा विमानक्षेत्र, Vadodara Airport

संदर्भ संख्या:- भाविप्रा/वड़ो/वाणिज्य/NITB/MC-F&B/2023

दिनांक:-22.02.2023

सेवा में,

M/s AROON FOOD SERVICES PVT LTD

A-113, Road No.-02, Mahipalpur Extn.,

New Delhi-110037.

विषय:- Letter of Intent of Award (LOIA) for Concession to Design, Fit-out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage (F&B) Outlets at Vadodara Airport.

Dear Sir/Madam,

Reference is made to the proposal submitted by M/s Aroon Food Services Pvt. Ltd. in response to the Request for Proposal (RFP) & its Corrigendums vide **Tender ID:- 2022_AAI_135314_1, Concession to Design, Fit-out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverage (F&B) Outlets at NITB, Vadodara Airport.**

The award of a non-exclusive Concession to Design, Fit-out, Finance, Develop, Market, Operate, maintain, and Manage the Food & Beverage (F&B) Outlets at NITB, Vadodara Airport at the designated locations mentioned in the above RFP on the following broad Terms and Conditions:-

1. General:

- 1.1 The selected bidder i.e. M/s Aroon Food Services Pvt. Ltd. shall **within 7 (seven) working days of the receipt of the LOIA**, sign and return the duplicate copy of LOIA in acknowledge hereof to confirm consent to conduct and complete the contract. After acknowledgement of the LOIA as aforesaid, it shall fulfil all the conditions inter alia set forth in Chapter 4 of the RFP and shall cause the Concessionaire to 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. The Selected Bidder / Concessionaire shall also be responsible for all costs associated with execution of the Concession Agreement. Any delay shall attract damages at the rate of Rs. 5,000/- per day of delay, as provided in Clause 4.1.1 of the RFP. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement forming part of the RFP as Appendix-II.

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In the event the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOIA.

The Selected Bidder 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 AAI, Vadodara.

- 1.2 The Selected Bidder M/s Aroon Food Services Pvt. Ltd. shall produce binding agreements signed with Brand owners of **at least 02 (two) Branded Outlets within thirty (30) days of issue of LOIA** as per Chapter-5 of the RFP and Technical Form-5 submitted by it. Brands not falling within the indicative list provided under Appendix-V, may also be considered and permitted by Authority at post award stage at its sole discretion, to which bidder must obtain approval / permission of Authority in writing within business incubation period. The Selected Bidder M/s Aroon Food Services Pvt. Ltd. shall pay damages at the rate of Rs.5,000/- per day for any delay beyond thirty (30) days of issue of LOIA to produce binding agreements with the required number and type of Brands. Further, in case it fails to submit the binding agreements within 60 days from the date of issue of LOIA then the LOIA shall stand automatically cancelled without any further reference and the Selected Bidder shall not make any claim to the Authority and the Authority shall be free to debar the Selected Bidder as per the conditions of the RFP.
- 1.3 M/s Aroon Food Services Pvt. Ltd. shall use the Concessionaire Managed Locations within the scope of this Concession as defined in the RFP during the Concession Term. The Concessionaire Managed Locations as per the approved Concessionaire Managed Locations Layout Plan shall be physically handed over to the Concessionaire on "as is where is" basis and the Authority shall not be responsible for its renovation, maintenance and upkeep from the Access Date onwards. The selected bidder shall abide by all the conditions as included in Chapter- 5 of the RFP.

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- 1.4 The concession is for 07 (Seven) Years & shall expire on the seventh (7th) anniversary of the date of commencement of the Concession Term, as designated in the clause 5.3 of 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 as per clause 1.1.6 of RFP.

2. Concession Fee:

- 2.1 The Concessionaire shall in consideration of the concession agreement granted by Authority, pay to the Authority, Concession fee (Quoted Monthly Guarantee -QMG) of **Rs.10.28/- (Ten Rupees Twenty Eight Paise Only)** Per Pax multiplied with number of Passengers per month OR Progressive revenue Share of the net sales for the month to be calculated through EPOS - as reflected in the Chapter-7 of the RFP (Tender Id No. 2022_AAI_135314_1), whichever is higher per month plus (+) Other Charges (CAM + Utility charges) + Applicable Taxes as per Chapter 1 as well as clause 5.4 & 5.5 of the RFP and Article 10 and Article 14 of the Concession Agreement of the RFP.

Note: The Concessionaire shall, within seven (7) days of each month end, 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 Concessional Premises in the respective Month ("MIS Statement") as per clause 10.4.2 of Article 10 of Draft Concession Agreement of RFP.

- 2.2 The Quoted Guarantee per Passenger (QG per PAX) is subject to annual escalation at the rate of 5% as per the Clause 1.1.14 of the RFP.
- 2.3 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

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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.

2.4 M/s Aroon Food Services Pvt. Ltd. shall incur all capital expenditure in relation to the designing, fit-out, financing, development, marketing, operating, maintaining and managing of the Concessioned Premises as more particularly set out in Schedule E of the draft Concession Agreement. The Concessionaire covenants and Undertakes to utilize such amounts as represented in the capital expenditure plan provided in Schedule E of the draft Concession Agreement, to be incurred for the aforementioned purpose and in accordance with the Design Guidelines. The Concessionaire's obligations to incur capital expenditure shall commence from the Access Date for the Concessioned Premises and shall expire on the expiry of the Concession Term and it shall fulfil all the conditions inter alia set forth in Chapter 5.6 of the RFP.

3. SECURITY DEPOSIT:

3.1 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.9,982,000/- (Rupees Ninety Nine Lakh Eighty Two Thousand Only)** with validity of **four (04) years** from the date of commencement of the Concession as envisaged in Article-7 of the draft concession agreement of RFP & the terms of clause 5.6.4 of chapter 5 the provisions of which shall be applicable along with other terms and conditions mentioned therein.

3.2 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 as per clause 7.1.1 (c) of Article-7 of Draft Concession Agreement of RFP.

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3.3 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.

4. GESTATION PERIOD:

4.1 "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 in writing by the Authority.

4.2 During the Gestation Period, the Concessionaire shall maintain, at its cost, the Concessioned Premises as may be necessary for the efficient progress of structures installation works which would be necessary for safe usage of the Airport by the Airport Users and conforms to Good Industry Practices. In the performance of its activities during the Gestation Period, the Concessionaire shall cause minimum interruption to the airport operations, provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Authority, which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring that its activities at the Concessionaire Managed Locations do not affect the safe and smooth operation of the Airport as per clause 9.2.1 of Article-9 of Draft Concession Agreement of RFP.

5. In the event of Concessionaire causing unsatisfactory performance and failing to make amends even after issuance of Notice of Termination during the Minimum Lock In Period as defined in RFP the Authority will be entitled to terminate the Concession Agreement after issuing Notice of Termination. However otherwise after the expiry of the Minimum Lock In Period both the parties can opt for this route after serving a Notice of Termination on each other.

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All the terms and conditions enumerated in this Letter of Intent of Award, RFP and its Corrigendums shall form part and parcel of the Concession Agreement.

कृपया प्राप्ति की पावती भेजें/ Please acknowledge receipt.

भवदीय

(टी.के. गुप्ता)

विमानपत्तन निदेशक,

वडोदरा विमानक्षेत्र

Signature Not Verified

Digitally signed by SUDHIR YADAV
Date: 2023.04.19 11:55:45 IST 249
Location: eProcurement System for
Central PSUs

नागर विमानक्षेत्र, वडोदरा - 390022

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