



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

File No. AAI/UDR/COMML/2022-23/MC-RetailAward/

Dated : 21.03.2023

To,

M/s Worldwide Facility Management Services Pvt. Ltd.,
A-113, Road No.02, Mahipalpur Extn.,
New Delhi - 110037

Sub: Letter of Intent of Award (LOIA) for Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Retail Outlets at Maharana Pratap Airport, Udaipur - reg

Dear Sir/Madam,

In response to your offer to the Request for Proposal (RFP) vide Tender ID:- 2022_AAI_138959_1, on the above mentioned subject, the Competent Authority is pleased to award a non-exclusive Concession to Design, Fit-Out, Finance, Develop, Market, Operate, Maintain and Manage the Retail Outlets at Maharana Pratap Airport, Udaipur on the following broad Terms and Conditions:

1. You are requested to sign and return the duplicate copy of the LOIA in acknowledgement thereof within 07 (seven) working days of the receipt of this LOIA failure of which Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) as Damages.
2. After acknowledgement of the LOIA, you are advised to fulfill all the conditions set forth in clause 4.1 of the RFP and 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.
3. You are advised to, at your 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 AAI, Udaipur Airport.
4. The Business Incubation and Gestation Period shall be as per the provisions of RFP document.
5. You are advised to produce binding agreements signed with Brand owners of at least 02 (two) Branded Outlets within thirty (30) days of issue of this LOIA as per Chapter-5 of the RFP and Technical Form-5 submitted by you.

[Signature]
21/03/2023



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6. Concession Term:

The Concession Term shall expire on the **Third (3rd) anniversary** of the date of commencement of the Concession Term unless the Agreement is terminated earlier or extended by one (01) year in accordance with the terms and conditions of the RFP and Concession Agreement.

7. Concession Fee:

7.1 Concession fee shall be as per Chapter 1 and Chapter 5 of the RFP (Tender ID:- 2022_AAI_138959_1) and Article 10 and Article 14 of the Concession Agreement based on the your quote i.e. QG per PAX of Rs 11.88/- (Eleven Rupees and Eighty Eight Paise only) subject to annual escalation as per the provisions of RFP.

7.2 The Authority shall raise invoice(s) in accordance with the terms and conditions of the RFP/Concession Agreement by 10th of the succeeding month to which billing pertains. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th day of the same month (i.e. the succeeding month to which billing pertains) and Utility Charges within 14 days of respective invoice date, failing which Penal Interest on Delayed Payments shall be levied as per provisions of RFP and Concession Agreement.

8. You 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 and Technical form 7 submitted by you.

9. Security Deposit:

9.1 On or before the date of execution of the Concession Agreement you 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.1,24,17,300/- (Rupees One Crore Twenty Four Lakh Seventeen Thousand Three Hundred 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 chapter 5 the provisions of which shall be applicable along with other terms and conditions mentioned therein.

[Signature]
8/10/2023



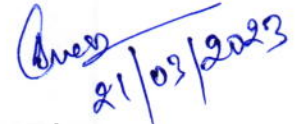
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Note: In case of extension of one (01) year, BG equivalent to eight (8) months' QMG of the 4th Year with a validity of six (6) months from the expiry of extended Concession Term shall be submitted by you.

- 9.2 The above interest free Security Deposit shall only be accepted from a scheduled/nationalized bank. A Bank Guarantee from a co operative bank (even scheduled)/ Societies/ Payment Banks and in the form of FDR shall not be accepted.
10. Joint measurement of the total area to be conducted by AAI and the party at the time of handing over/ taking over of possession, which shall in any case not exceed beyond the prescribed period of handing/taking over of sites. This Joint measurement should form part of the agreement.
11. The undertaking submitted by you in regards to the proposed restructuring /modification of Concourse, Departure and Security Hold Area of Udaipur Airport shall be part of the Concession Agreement and shall be binding on the successful bidder in true spirit.
12. All the terms and conditions/provisions of RFP, corrigendums thereto shall be applicable and 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 / Yours faithfully,


21/03/2023

अभिषेक वर्मा / Abhishek Verma
सहायक प्रबंधक (वाणिज्य) / Asst. Manager (Commercial)
कृते विमानपत्तन निदेशक/ For Airport Director
भा.वि.प्रा., उदैपुर हवाई अड्डा/ AAI, Udaipur Airport

प्रतिलिपि / Copy to:-

- कार्यपालक निदेशक (वाणिज्य), भा.वि.प्रा., नि. मुख्यालय, नई दिल्ली / The Executive Director (Commercial), AAI, CHQ, New Delhi
- क्षेत्रीय कार्यपालक निदेशक, भा.वि.प्रा., उत्तरी क्षेत्र, दिल्ली (ध्यान आकर्षण: सं.म.प्र. (वाणिज्य), क्षेत्रीय मुख्यालय, उ.क्षे.) / The Regional Executive Director, AAI, Northern Region, Delhi (Kind Attn: JGM (Comm), RHQ-NR)



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आंतरिक / Internal Copy:-

1. कार्यभारी (प्रचालन) /
Operations Dept. In-charge
2. कार्यभारी (सी.एन.एस.) /
CNS Dept. In-charge
3. कार्यभारी (वित्त) /
F&A Dept. In-charge

4. कार्यभारी (विद्युत) /
Electrical Dept. In-charge
5. कार्यभारी (सुरक्षा) /
Security Dept. In-charge
6. कार्यभारी (सिविल) /
Civil Dept. In-charge

भवदीय / Yours faithfully,

अभिषेक वर्मा / Abhishek Verma
सहायक प्रबंधक (वाणिज्य) / Asst. Manager (Commercial)
कृते विमानपत्तन निदेशक/ For Airport Director
भा.वि.प्रा., उदैपुर हवाई अड्डा/ AAI, Udaipur Airport