



संदर्भ संख्या : भा. वि. प्रा./जुहू/वाणिज्य/कैंटीन /ह्यूमन केयर/73

दिनांक 08.02.2024

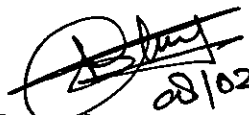
सेवा में,
मेसर्स ह्यूमन केयर इंटरनेशनल,
प्लॉट नं.186, बैस गोदाम,
इंडस्ट्रियल एरिया,
जयपुर - 302006

विषय : Letter of Intent to Award (LOIA) for License for Running AAI Staff Canteen at (i) O/o Regional Executive Director (WR), New Integrated Operational Office Building, Mumbai (ii) ATS Complex Sahar Road, Andheri (East), Mumbai (iii) New Sky Tower near Domestic Airport (Extension counter), Mumbai. [E-Tender ID No. AAI 2023 177639 1].

महोदय,

उपरोक्त विषय पर मेसर्स ह्यूमन केयर इंटरनेशनल का एल ओ आय ए (LOIA) पत्र संख्या : भा.वि.प्रा./जुहू/वाणिज्य/ कैंटीन /ह्यूमन केयर दिनांक: 08.02.2024 इस पत्र के साथ संलग्न कर भेजा जा रहा है।

भवदीय,


08/02/24
(शैलेन्द्र चौधरी)
सहा.महाप्रबंधक (ई-ई/ वाणिज्य)
कृते विमानपत्तन निदेशक
जुहू एअरपोर्ट

संलग्नक : दिनांक 08.02.2024 का एल ओ आय ए (LOIA)



Ref No.: AAI/Juhu/Comml/Canteen/Human Care/ 73

Date :08.02.2024

To,
M/s Human Care International,
Plot no.186, Bais Godam,
Industrial Area,
Jaipur - 302006.

Subject: Letter of Intent to Award (LOIA) for License for Running AAI Staff Canteen at (i) O/o Regional Executive Director (WR), New Integrated Operational Office Building, Mumbai (ii) ATS Complex Sahar Road, Andheri (East), Mumbai (iii) New Sky Tower near Domestic Airport (Extension counter), Mumbai. [E-Tender ID No. AAI 2023 177639 1].

Sir,

Reference is invited to the proposal submitted by M/s. Human Care International in response to the E-tender No. AAI_2023_177639_1 for License for Running Staff Canteen at (i) O/o Regional Executive Director (WR), New Integrated Operational Office Building, Mumbai (ii) ATS Complex Sahar Road, Andheri (East), Mumbai (iii) New Sky Tower near Domestic Airport (Extension counter), Mumbai, which was opened on 18.01.2024 (Technical Bid) and 19.01.2024 (Financial Bid).

The Competent Authority is hereby pleased to grant the License for Running Staff Canteen at (i) O/o Regional Executive Director (WR), New Integrated Operational Office Building, Mumbai (ii) ATS Complex Sahar Road, Andheri (East), Mumbai (iii) New Sky Tower near Domestic Airport (Extension counter), Mumbai, to M/s Human Care International at the designated locations mentioned in the above tender on the following broad Terms and Conditions: -

1. General:

- 1.1 M/s. Human Care International shall within 07 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 Appendix 2, 3 & 4 of NIT.
- 1.2 The Concessionaire shall within 15 days of issue of this letter fulfil all the formalities/conditions of award as specified in LOIA.
- 1.3 The Concessionaire shall intimate the names of the persons employed by him or going to employ, who are **near relatives** of AAI employees.

2. Concession Term:

The term of concession of this award will be **05 (Five) Years** with effect from Concession Fee Commencement Date.

3. Concession Fee:

3.1 The Concessionaire shall in consideration of the Concession Agreement granted by

Authority, pay to the Authority, Concession Fee of Rs. 72,111/- (Rupees Seventy-two Thousand One Hundred Eleven Only) per month plus applicable Govt. Taxes, subject to 10% annual escalation and the first annual escalation will be applicable after completion of one-year license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

3.2 Advance Licence Fee:

The Concessionaire shall pay one-month advance Licence Fee within 15 (Fifteen) Days from the date of issuance of LOIA as given below: -

Details	Amount
Licence Fee	Rs.72,111/-
GST @ 18%	Rs.12,980/-
Grand Total	Rs.85,091/-
(Rupees Eighty Five Thousand Ninety One Only)	

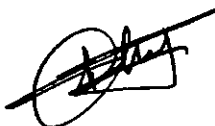
3.3 AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of License Fees, etc. by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

3.4 The Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time in addition to License Fee. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

3.5 The Licensee shall make payment of license fee etc. through RTGS/NEFT only. No cheques shall be accepted in payment of license fee etc.

4 Area:

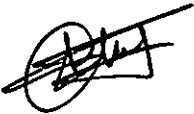
4.1 All designated Staff Canteen area, as per sketch indicative locations, have been shown in APPENDIX - 4 & 5 of NIT.



- 4.2 Necessary NOC such as Shop and establishment license, commonly known as Gumasta, Health License, Fire NOC, Electrical department NOC, Food and Beverage License, FSSAI License (Food Safety and Standard Authority of India), to operate the canteen has to be taken by the Statutory Authorities and Expenditure incurred for the same borne by the agency. AAI will not bear any liability in this regard.
- 4.3 The licensee shall equip them self with all necessary permits, licenses from Statutory Authorities and such other permissions as may be required under the law in force at any time with regard to the construction and operation of the subject license.
- 4.4 The licensee shall be responsible for the general maintenance of the restaurant cum hangout format at their own cost. The expenditure involved in construction, making fit for occupation and for operation the restaurant cum hangout format area will be borne by the licensee and the occupation will be solely at their risk and responsibility. AAI will not bear any liability in this regard.

5. SECURITY DEPOSIT:

- 5.1 The Licensee shall make Payment of Security Deposit within **15 days** from the date of issuance of LOIA.
- 5.2 The Licensee shall make Performance Security Deposit equivalent to 06 (Six) Months Concession Fee of the 01st (First) Year to AAI as an interest free Security Deposit. A sum of Rs.4,32,666/- the amount is rounded off to Rs.4,32,700/- (Rupees Four Lakh Thirty-Two Thousand and Seven Hundred only) as Security Deposit in the form of RTGS/NEFT/Bank Guarantee. The Security Deposit in the form of Bank Guarantee only to be issued by Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even Scheduled Co-operative Banks, shall not be acceptable) in favour of Airports Authority of India, Bank Guarantee having a validity period of 180 days from the date of expiry of contract.
- 5.3 **Electricity Security Deposit:** The Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual license/concession value for the last year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. If avails from Airports Authority of India.
- 5.4 The Performance Security Deposit and Electricity Security Deposit are collectively referred to as "Security Deposit".
- 5.5 In the event of revision in Concession Fee, the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of 15 (Fifteen) days from the date of such notification of revision in Concession Fee issued by the Authority.
- 5.6 Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI as per Annexure - L of the NIT.



6 Concession Fee Commencement Date:

- 6.1** The Concession Fee Commencement Date shall start from the date of after expiry of gestation period (i.e. 30 days from the expiry of business incubation period) or commencement of operation of AAI Staff Canteen whichever is earlier.

7 BUSINESS INCUBATION PERIOD AND GESTATION PERIOD:

- 7.1 Business Incubation Period** shall mean a period of 15 days from the date of issuance of LOIA to the Licensee. The Licensee will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.

- 7.2** Gestation period of 30 Days shall be reckoned from the expiry of business incubation period i.e. from 16th day of LOIA.

- 7.3** AAI Staff Canteen shall be operationalized within 30 days of gestation period.

8 Handing/Taking Over of Sites:

- 8.1** Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.

- 8.2** If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 16th day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.

- 8.3** In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 30th day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

9 Agreement:

The agreement between the Licensee and AAI shall be completed within 15 days from the date of issuance of LOIA (Stamp Duty & Agreement Registration Fees to be borne by the Licensee). The Licensee shall execute an agreement on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty and shall be procured by the agency. One copy of recent and of authorized signatory is to be submitted together with agreement of the license.

- 10** All the arrangements to be made operational before commencement of facility.



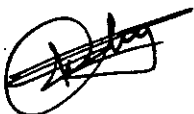
- 11 That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
- 12 That the Licensee shall have no right to object as and when the Authority decides to grant additional License for similar Facility at the airport premises where the Licensee is rendering such services.
- 13 That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
- 14 All the times during the currency of the license agreement, it shall be the responsibility of the Licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored used in the licensed premises, and Authority shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
- 15 That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
- 16 That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
- 17 The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
- 18 The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
- 19 The licensee must necessarily operate the contract for minimum 50 % of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year.

A handwritten signature in black ink is written over a circular official stamp. The signature is stylized and appears to be 'R. S. Singh'. The stamp is partially obscured by the signature.

- 20** That in case if at any stage during the currency of the agreement, AAI finds that the party had bagged the contract by submitting any false/wrong document or concealed any information/document, in such an eventuality the SD/BG lying deposited with the AAI shall be forfeited and the licensee shall be debarred for three years for participation in AAI tender. However, in case the licence is terminated due to any illegal activity which is punishable under any of the laws of the land then the party will be debarred till the case is cleared by the concerned legal authority of the land.
- 21** The Licensee shall not terminate the license before the expiry of the period of the license except by giving 30 days notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 30 days notice in writing without assigning any reason thereto.
- 22** The area shall be used solely for the purpose as specified above and for no other purpose. The area shall be kept and preserved good, clean and sanitary condition to the satisfaction of the Authority. The licensee shall observe and comply with all instructions of Statutory Authorities or Airport Health Officer or any one authorized by him regarding the observance and maintenance of public health in the Premises. No new additions or alterations structurally or otherwise shall be made by the Licensee to the buildings / structure/ installations without the previous approval in writing and in accordance with such terms and conditions as may be prescribed by the Authority.
- 23** The Licensee shall use the premises only for the purpose indicated in the agreement and for no other purpose whatsoever.
- 24** The Licensee shall pay all rates, property tax, assessments, out goings, statutory taxes and other taxes as leviable on the Licensee in "Laws".
- 25** The Licensee shall pay Property Tax/Assessments Tax as per the MCGM assessment from time to time for the allotted area.

26 Set-Off Clause:

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/ closed/ terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.



Explanation 1 – For the purposes of this agreement, set off means adjustment of any outstanding dues(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport / airport premises.

Explanation 2 – Outstanding dues shall mean and include any amount accrued/ due against the licensee under this or any other agreement at any of AAI airport or airport premises.

27 No compensation is payable by AAI. Exponential penalty on licensees @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorized occupying the premises after expiry of contract period.

28. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.

29 **FORCE MAJEURE**

It is hereby agreed that in the event the tendered Area or any part thereof be destroyed or damaged for reasons beyond the control of the Authority or force majeure conditions including but not limited to act of god, earthquake, adverse government action, tempest, flood, lightning, violence of any army or mob or enemies of the country or by any other irresistible force so as to render the tendered Area unfit for the purpose and the Concessionaire is prevented from using the same for a period of 30 [Thirty] days or more due to any of the above mentioned reasons or due to any action or regulation of any concerned authority then, the Parties shall have an option to terminate this Agreement.

30 **Dispute Resolution:**

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

- i. **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties. In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.



- ii. **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
- a) When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
- b) When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed at Annexure 'A'
- c) Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Fee payable to the Arbitrator(s) shall be as per Schedule-JV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally. No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.
- 31 The licensee has to mandatorily make weekly / monthly wages / salaries etc. by directly crediting to the employee's bank account only and the proof for payment of statutory wages along with PF/ ESI etc. to be submitted to the authority as and when the same is demanded.
- 32 Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (Fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms thereof.
- 33 Your acceptance to the above terms and conditions must be forwarded to this office within 07 (seven) days of receipt of this Letter of Intent to Award (LOIA) failing which it will be presumed that you are not interested for above concession and the Letter of Intent to Award (LOIA) shall automatically stand cancelled.
- 34 The Licensee shall have no right to object as and when the Authority decides to grant additional License for similar facility at the airport premises where the Licensee is rendering such services.



35 This Letter of Intent to Award (LOIA) and NIT conditions shall form part and parcel of the License Agreement.

NOVATION CLAUSE:

Notwithstanding anything contained in this agreement, parties agree that during the Concession Term, in the event of Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI/Government of India, then the Authority shall have the rights to assign/novate/alter this Agreement, in favour of such third party, to which concessionaire hereby gives their consent of concessionaire. Such assignment/novation/alternation would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment/novation/alternation and the rights and obligations of Authority under this agreement and other arrangement entered into in accordance with the provisions of this agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements of the aforesaid assignment/novation/alternation as and when need arise.

Yours sincerely,


(Shailendra Chaudhary)
Asst. General Manager (E-E / CommI)
For Airport Director
Juhu Airport

APPENDIX: 2

Special Terms & Conditions

1. The charges towards consumptions of Electricity and Water shall be borne by the Licensee on actuals. Electricity per unit consumption rate and water charges per month decide by time to time AAI.
2. All the infrastructure for canteen such as furniture, bulbs/tube lights/fans/water cooler, table & chair shall be provided by the licensee.
3. The agency may be permitted to introduce new items in the menu list during the contract period. The rate of such new items may be decided by AAI.
4. A provision of revision in rates of items during the contract period every year may be kept which should be done in consultation with the agency considering the inflation and other market conditions by a duly constituted local level committee.
5. A duly constituted Committee will regularly check on quality/ quantity/ price of the food items on a fortnightly basis. In addition, the committee should carry out surprise inspection on random basis. In addition, the committee should carry out surprise inspections on random basis to check, verify and confirm the implementation of various clauses of the agreement by the agency.
6. Maintenance of the premises shall be the sole responsibility of the Licensee.
7. It should be clearly indicated that the agency should use only standard/AGMARK/FSSAI quality ingredients for preparation of items.
8. Manpower requirement for managing the canteen should be to cover the operational hours at the airport and the local staff strength of office.
9. Canteen should have access for defined staff only. General guidelines on usage of staff canteen should be clearly displayed at a suitable location.
10. Applicable undertakings should be obtained from the licensee to ensure that the agency abides by all rules and regulations of Government of India Departments and AAI like EPFO, Taxes, Labour Laws, PF & ESI, etc.
11. Token penalty of Rs. 1,000/- to be imposed on the agency on failure to maintain canteen timings, failure to use branded raw materials, sale of expired food staff, non-display of rate list, non-maintenance of cleanliness, sale of packaged products beyond MRP etc.
12. The license should submit attested copies of all the necessary licenses obtained for operating the catering services like FSSAI, etc.



13. Display of name of logo of the agency operating staff canteen may be permissible on the front elevation. The Maximum size of signboard should not exceed the maximum facia of 12 sqft.
14. The licensee for staff canteen shall not erect or display any advertisement, hoarding, and banners at the allotted space or at any place in the airport premises other than indicated in 10 above.
15. Any other form of advertisement by the agency like advt. on disposal cups, plated, packing boxes, tissue papers, etc. not permitted.
16. The staff canteen licensee may ensure that provisions for digital mode of payment are made available at all the time in the facility.
17. AAI will have the option to avail the services from outside agencies for official gatherings and meetings etc. as per the requirement.
18. Licensee shall not use kitchen to supply food outside.
19. Staff Canteen facility is not allowed for passengers.
20. No Alcoholic Beverages shall be served. Tobacco products shall not be sold. Smoking is strictly prohibited.



Signature Not Verified

Digitally signed by CHAUDHARY
SHAIENDRA
Date: 2024.02.22 14:11:34 IST
Location: eProcurement System for Central
PSUs