



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
राजकोट अन्तर्राष्ट्रीय एयरपोर्ट, राजकोट-363520
RAJKOT INTERNATIONAL AIRPORT, RAJKOT-363520

सं: भाविप्रा/ राजकोट / वाणिज्य / NTB / F&BOutlets

दिनांक: 03.01.2025

मैसर्स वीआईपी सर्विसेस,
सी/ओ श्री मनीष यादव,
दुकान क्रमांक 01, लाउखेडी
एयरपोर्ट कॉलोनी के पास, बैरागढ़
भोपाल-462030

M/s VIP Services
C/O Shri Manish Yadav
Shop No. 01, Laukhedi
Near Airport Colony, Bairagarh
Bhopal-462030

विषय: राजकोट अंतर्राष्ट्रीय हवाई अड्डे पर खाद्य और पेय पदार्थों की दुकानों का लाइसेंस प्रदान करने का आशय पत्र

Subject: Award Letter for license of CONCESSION TO DESIGN, FIT-OUT, FINANCE, DEVELOP, MARKET, OPERATE, MAINTAIN AND MANAGE THE FOOD AND BEVERAGES OUTLETS AT RAJKOT INTERNATIONAL AIRPORT

Reference : Tender ID 2024_AAI_186495_1 and LOIA issued on 20.06.2024.

महोदय/Sir,

कृपया राजकोट अन्तर्राष्ट्रीय हवाई अड्डे के नए टर्मिनल भवन में खाद्य और पेय पदार्थों की दुकानों को डिजाइन, फिट-आउट, वित्त, विकास, विपणन, संचालन, रखरखाव और प्रबंधन के लाइसेंस के लिए निविदा आईडी 2024_AAI_186495_1 के लिए सीपीपी पोर्टल पर जमा की गई अपनी बोली देखें। हमें आपको यह बताते हुए खुशी हो रही है कि आपका ऑफर रु. प्रथम वर्ष के लाइसेंस शुल्क के लिए Rs. 32.11 प्रति यात्री (जीएसटी और लागू करों को छोड़कर) अथवा प्रगतिशील राजस्व हिस्सा, जो भी अधिक हो, प्लस लागू कर और शुल्क सक्षम प्राधिकारी द्वारा स्वीकार कर लिया गया है। आपसे अनुरोध है कि निविदा के नियम एवं शर्तों के अनुसार सभी औपचारिकताएं पूरी करें।

Please refer your bid submitted on CPP Portal for Tender ID 2024_AAI_186495_1 for the license of CONCESSION TO DESIGN, FIT-OUT, FINANCE, DEVELOP, MARKET, OPERATE, MAINTAIN AND MANAGE THE FOOD AND BEVERAGES OUTLETS AT RAJKOT INTERNATIONAL AIRPORT. We are pleased to inform you that your offer for Rs. 32.11 per PAX (Excluding GST and applicable taxes) or progressive revenue share whichever is higher plus applicable taxes and charges for first year license fee has been accepted by the competent authority. You are requested to complete all the formalities as per terms and conditions of the tender.

1. **General:**

1.1 The selected Bidder, **M/S VIP Services** shall within seven (07) days of the issue of this AWARD LETTER, return duly signed duplicate copy of the Award Letter as

विमानपत्तन निदेशक का कार्यालय
Office of the Airport Director
ईमेल/Email: apdvahs@aai.aero

राजकोट अंतर्राष्ट्रीय हवाई अड्डा, राजकोट- 363520
Rajkot International Airport, Rajkot - 363520

दूरभाष : 0281-2451849
Phone: 0281-245184

“हिंदी हम सबकी : हिंदी हैं हम”



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willingness to operate the contract and submit the details as per chapter 4 of the RFP. In the event the duplicate copy of the AWARD LETTER duly signed 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 **M/S VIP Services** as damage on account of failure to acknowledge the AWARD LETTER, as per clause 3.4.8 of chapter-3 of the RFP.

- 1.2 The Business incubation period shall mean a period of 60 (Sixty) days from the date of issuance of AWARD LETTER. You shall agree and undertake that within the Business Incubation period, or any shorter time period specified below, unless extended in writing by the Authority, it shall fulfil all of the conditions as per chapter-4 of the RFP.
- 1.3 You shall produce binding MoUs/agreements signed with brand owners of at least 2 (two) branded outlets as per chapter-5 of the RFP and Technical Form-5 submitted by **M/S VIP Services**.
- 1.4 You shall 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 the authority.
- 1.5 Gross floor area and locations proposed for the designated concessioned premises shall be as per the RFP.
- 1.6 The Selected Bidder/ Concessionaire 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;
- 1.7 The Selected Bidder/ Concessionaire 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. Concession Term:

- 2.1 The concession shall become effective from the date of execution of agreement and the term of concession (the "concession term") shall commence on the earlier of:

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- (a) 61st day from the date on which the Access Date(s) of at least fifty percent (50%) of the area designated for Concessioned Premises in the Concessionaire Managed Locations Layout Plan have occurred; or
- (b) The date of deemed commencement of Concession Term which may be specified by the Authority by a written notice of not less than seven (7) days.

The Concession term shall expire on the (07th) Seventh Anniversary from the date of commencement of the Concession Term, as designated in the RFP (Tender ID 2024_AAI_186495_1), unless the agreement is terminated earlier in accordance with the terms and condition of the RFP and Concession Agreement.

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.

3. Concession Fee:

- 3.1 The concessionaire shall pay to the authority, concession fee (QG) for the first concession year i.e. Quoted Guarantee (QG) of Rs. 32.11/- per PAX multiplied with number of domestic passengers per month and Rs. 64.22/- (Quoted Guarantee of Rs. 32.11/- X 2) per PAX multiplied with number of international passenger per month or progressive revenue share of net sales whichever is higher along with CAM charges plus other applicable charges and applicable taxes as per chapter 1 and chapter 5 of the RFP and Article 10 and Article 14 of the draft concession agreement in RFP.

- (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

- 3.2 The Quoted Guarantee per Passenger (QG per PAX) is subject to annual escalation at the rate of 5%. In this regard, following is clarified:

For the first Concession Year, QG per PAX shall be the guaranteed amount per

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domestic passenger quoted by the Selected Bidder. For the first Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.

For the second Concession Year, QG per PAX shall be the guaranteed amount per domestic PAX quoted by the Selected Bidder plus annual escalation thereon. For the second Concession Year, two times of QG per PAX shall be guaranteed amount per international passenger.

For the subsequent Concession Years, QG per PAX shall be the QG per PAX for immediate preceding year plus annual escalation thereon.

- 3.3 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 etc by the 25th day of the same month, failing which Penal Interest on Delayed Payment shall be levied as per the RFP (Tender ID 2024_AAI_186495_1).
- 3.4 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.
- 3.5 No reduction in QMG will be entertained by Airports Authority of India at any stage for whatsoever reasons.

4. Security Deposit:-

4.1 Phase-1

From the first concession fee commencement date to the end of the 4th concession year (i.e. validity of four (04) years from the date of commencement of the concession), the security deposit shall be Rs. 2,27,64,599/- (Rupees two crores twenty seven lakhs sixty four thousand five hundred ninety nine only) i.e. amount equivalent to eight (8) months' QMG for first concession year, to be deposited as bank guarantee or cash on or before the date of execution of 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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Phase-2

From the end of 4th concession year to a period which is six (6) months after the date of expiry of concession agreement, the security deposit shall be Rs. 3,53,90,325/- (Rupees three corers fifty three lakhs ninty thousand three hundred twenty five only) deposited as bank guarantee or cash at least six months prior to completion of the 4th concession year or validity of BG already submitted in the first phase, whichever is earlier.

4.2 M/S VIP Services agrees and acknowledges that the Airports Authority of India shall not be liable to pay any interest on the Security Deposit.

4.3 For Electric Point of Sale (EPOS), please refer clause 10.7 of Article 10 of draft concession agreement of 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 net sales earned from the concessioned premises in the respective month (MIS statement) as per clause 10.4.2 of article 10 of draft concession agreement of RFP.

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 in writing 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 Location 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.



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.

6. The concessionaire can seek and, at the discretion of the authority, may be provided spaces/premises (additional concessioned premises) subject to operational feasibility on payment of additional applicable security deposit and additional applicable QMG, as per clause 2.6 of the draft concession agreement. The provision of such additional concessioned premises would however cease on or before the concession term expiry date.

The capital expenditure shall be applicable as per clause 5.6 of the RFP and technical form-7 submitted by M/S VIP services.

7. Joint measurement of the total area to be conducted by AAI and the party at that time of handing over/taking over of possession, which shall in any case not exceed beyond the prescribed period of handing over/ taking over of sites. This joint measurement should form the part of agreement to be executed.
8. You shall execute the integrity pact as per the draft integrity pact forming part of this RFP as Technical Form-17 of Appendix-I prior to signing of the concession agreement within business incubation period after issuance of Award Letter. (if applicable)
9. In addition, all terms and conditions enumerated in the RFP (Tender ID 2024_AAI_186495_1) and the Draft Concession Agreement and its Corrigendum (if any) shall form part and parcel of the AWARD LETTER. In case of any discrepancy between the provisions of RFP and AWARD LETTER, the provisions of RFP shall prevail.

You are requested to convey your acceptance along with copy of this letter (duly signed and stamped by the Licensee) within 7 days of the receipt of this letter and to complete the other formalities as per AWARD LETTER.

भवदीय,


(दिगंत बोरा / Diganta Borah)
विमानपत्तन निदेशक
राजकोट अंतर्राष्ट्रीय एयरपोर्ट
राजकोट अं.रा.हवाई अड्डा राजकोट / Rajkot Int. Airport, Rajkot