



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA



No:AAI/PAT/Comml/MC-FB/146/1526.

Date: 24.01.2025

ISO 9001-2008
ISO 14001-2004
Certified Airport

To,
M/S PERENNIAL CONTRACTORS PRIVATE LIMITED
B-48, Sector 65, Noida, Gautam Buddha Nagar,
Uttar Pradesh- 201301

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 JPNI Airport, Patna – reg.

Reference :- RFP/ Tender ID: 2024_AAI_ 202845_1

Dear Sir,

Reference is made to the proposal submitted by M/s. Perennial Contractors Private Limited in response to the Request for Proposal (RFP) published under Tender ID No **2024_AAI_ 202845_1**, for **Concession to Design, Fit-out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverages outlets at JPNI Airport, Patna** for which the Technical Bid was opened on 23.08.2024 and Financial Bid was opened on 19.11.2024.

The Competent Authority is hereby pleased to award a **non-exclusive** Concession to Design, Fit-out, Finance, Develop, Market, Operate, Maintain and Manage the Food & Beverages outlets at JPNI Airport, Patna to **M/S Perennial Contractors Private Limited** at QG (Quoted Guarantee) **Rs.29.22 (Twenty Nine Rupees and Twenty Two Paisa) Per PAX** at designated locations mentioned in the RFP on the following Broad Terms and Conditions:

1. General:

- 1.1. The selected bidder, M/s Perennial Contractors Private Limited shall within 7 (seven) **working days from issuance of this LoIA, return duly signed duplicate copy of the LoIA as willingness to operate the license** and submit details as per **chapter -4** of the RFP. In the event the duplicate copy of the LOIA 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 such Bidder as Damages on account of failure to acknowledge the LOIA, as per clause **3.4.8** of **Chapter-3** the RFP.
- 1.2. **Business Incubation Period** shall mean a period of **60 (sixty)** days from the date of issuance of LOIA. You shall agree and undertake that within the Business Incubation Period, or any shorter time period, unless extended in writing by the Authority, fulfill all of the conditions as per **Chapter-4** of the RFP.
- 1.3. In accordance with the RFP clause **4.1.1 (c)**, the selected bidder 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 **within the Business Incubation Period after issuance of LOIA by Authority.**

Signature

1.4. In accordance with the RFP clause 4.1.1 (d), the selected bidder 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. The agreement is to be executed on Non-Judicial Stamp Paper of Rs.1000/-, purchased in Bihar State. Passport size Photograph of agreement signing authority of bidder should be affixed on the agreement.

1.5. In accordance with the RFP clause 4.1.1 (i), the selected bidder shall produce binding MoUs/ agreements signed with Brand owners of at least **03 (three)** Branded Outlets as per **Chapter-5** of the RFP and **Technical Form-5** submitted by M/s Perennial Contractors Private Limited, within 30 days of issue of this LoIA.

1.6. In accordance with the RFP clause 4.1.1 (e, f, j), 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.

The Selected Bidder/ Concessionaire 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;

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.

Obtaining Security Clearance from BCAS through e-SAHAJ Portal is prerequisite for the issuance of AEPs in respect of employees working at airport. Therefore, agency is bound to get the clearance at the earliest. Authority shall not be responsible for any delay on part of the licensee or BCAS. The Authority shall not be responsible in the event BCAS refuses to grant clearance to the Concessionaire or its employees/personnel. The Concessionaire shall be liable and responsible for planning the movement of its goods to ensure problem free and uninterrupted operations.

Further the Concessionaire shall submit three (3) copies of the security program as per the prescribed format of BCAS for permission to operate in the SHA.

1.11. Gross floor area and locations proposed for the designated Concessioned Premises shall be as per the RFP (i.e. Total area of 1248 sqm).

2. Concession Term:

2.1 The Concession shall become effective from the date of execution of Agreement and the term of the Concession (the "Concession Term") shall commence on the earlier of:

- (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 **seventh (7th)** anniversary of the date of commencement of the Concession Term, unless the Agreement is terminated earlier

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in accordance with the terms and conditions of the RFP and draft Concession Agreement.

- 2.2 The Concessionaire shall be obligated to operate the Concession for at least the Minimum Lock in Period as per the terms and conditions of the draft Concession Agreement. The Concessionaire cannot terminate the Concession Agreement prior to expiry of the Minimum Lock in Period. If the Concessionaire fails to perform any of its obligations as per the terms and conditions of the agreement / RFP, it would lead to forfeiture of Security Deposit and debarring for a period of **three (3) years** from participation in future tenders/RFPs floated by Authority.

3. **Concession Fee:**

- 3.1 The Concession Fee to be paid for each Month under this Agreement shall be the Quoted Monthly Guarantee (QMG) or the Base Revenue Share for the particular Month, whichever is higher, based on actuals. The Base Revenue Share for each Month shall be obtained by multiplying the Base Revenue Share Percentage(24%) with the Net Sales for such Month .Concession Fee (Quoted Monthly Guarantee - QMG) for the First Concession Year i.e. Quoted Guarantee (QG) of **Rs.29.22** (Twenty Nine Rupees and Twenty Two Paisa) Per PAX multiplied with Number of Domestic Passengers Per Month OR the Base Revenue Share for the Month, whichever is higher .In addition to license fee Space rent ,CAM charges, Utility charges & Taxes to be payable as per Article 14 of the draft Concession Agreement in RFP. In case of commencement of International passenger traffic, the license fee will be calculated as per Chapter 1 and Chapter 5 of the RFP and Article 10 and Article 14 of the draft Concession Agreement in RFP. Brief of provisions is as below: -
- 3.2 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 Concessioned Premises in the respective Month ("MIS Statement") as per clause 10.4.2 of Article 10 of Draft Concession Agreement of RFP.
- 3.3 In accordance with clause 10.6.3 of draft Concession Agreement in RFP, the Concessionaire shall also submit to the Authority, audited statement (in the format approved in writing by the Authority) from a Chartered Accountant on a quarterly basis (to be itemized monthly) showing Net Sales earned from Concessioned Premises at Concessionaire Managed Locations, not later than thirty (30) days after the end of each quarter (or part thereof where applicable) of a Concession Year.
- 3.4 At the end of each Concession Year, the Actual Total Passenger Traffic for a particular Concession Year is to be compared with the Projected Passenger Traffic for that Concession Year to determine the applicable slab of Progressive Revenue Share Percentage. Accordingly, Quoted Annual Guarantee (QAG) and Progressive Revenue Share shall be determined to arrive at Annual Concession Fees for a particular Concession Year. Higher of Quoted Annual Guarantee (QAG) or Progressive Revenue Share shall be Annual Concession Fees for a particular Concession Year.
- 3.4.1 If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is lower than the Annual Concession Fee, then the Concessionaire shall pay the differential amount within seven days of such notification by the Authority.
- 3.4.2 If the sum total of Monthly Concession Fee billed in each Month for a particular Concession Year is higher than the Annual Concession Fee, then the differential

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amount shall be adjusted/ set-off against the next payment(s) to be made by the Concessionaire

- 3.5 The Quoted Guarantee per Passenger (QG per PAX) is subject to annual escalation at the rate of 5% as per Clause 1.1.12 of Chapter – 1 of the RFP and Clause 10.2.5 of Article-10 of draft Concession Agreement of RFP.
- 3.5.1 For the first Concession Year, QG per PAX shall be the guaranteed amount per 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.
- 3.5.2 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.
- 3.5.3 For the subsequent Concession Years, QG per PAX shall be the QG per PAX for immediate preceding year plus annual escalation thereon.
- 3.6 In respect of provision of additional space to the Concessionaire, adjustments to QMG and QAG shall be in accordance to Clause 2.6 of this Agreement.
- 3.7 Verification of Net sales shall be as per Clause 10.6 of Article 10 of draft Concession Agreement of RFP.
- 3.8 For Electronic Point of Sale (EPOS), please refer Clause 10.7 of Article 10 of draft Concession Agreement of RFP.
- 3.9 The Authority shall raise an invoice to the Concessionaire for Monthly Concession Fee, Space Rent and CAM Charges, in accordance with the terms and conditions of this Agreement, by 10th of the succeeding month to which billing pertains. Irrespective of receipt of any invoice from the Authority, the Concessionaire shall be bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th of the same month (i.e. the succeeding month to which billing pertains). Any delay in the aforementioned payments shall attract an interest on the delayed amounts at the rate of 12% per annum from the due date till the actual date of payment received in AAI account in case the concessionaire settles the invoice after due date but within 90 days (date of invoice plus 90 days) and at the rate of 18% per annum from the due date till the actual date of payment received in AAI account in case the concessionaire settles the invoices after 90 days. In case of part payment made by the concessionaire, same rate of interest on the balance amount of invoice as applicable shall be charged. The Authority reserves the right to reduce the credit period (i.e. period from date of raising invoice to the due date) from 15 days to any lower period as and when decided by AAI. 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.
- “Progressive Revenue Share Percentage” shall mean dynamic rate of Revenue Share depending upon actual passenger traffic (includes both arriving and departing passengers, for domestic as well as international passengers) reported in a particular Concession Year at the Airport vis-à-vis Projected Passenger Traffic for that Concession Year, as per the following slab:

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Slab No.	Actual Annual Passenger Traffic as percentage of Projected Annual Passenger Traffic for a particular Concession Year	Progressive Revenue Share Percentage
1	Greater than or equal to 120%	26%
2	Greater than 70% and less than 120%	24%
3	Less than or equal to 70%	22%

- 3.10 The Concessionaire shall pay to the Authority, the following amounts in relation to the Concessioned Premises comprising a part of the Concessionaire Managed Locations in accordance with the Article 14 of draft concession agreement in RFP:
- Concession Fee as agreed and as specified under Article 10.
 - Utility Charges, as per metered actual consumption
- 3.11 The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Service Area(s) and Seating Area(s) if allotted to the Concessionaire in respect of this Concession in accordance with the Article 14 of draft concession agreement in RFP:
- Space Rent at rates as notified by the Authority from time to time
 - Common Area Maintenance (CAM) charges shall be at the rate of 10% (ten percent) of the Space Rent applicable for such area.
 - Utility Charges, as per metered actual consumption
- 3.12 As on the date of this Agreement, the notified Space Rent by the Authority for the Year 2024-25 in relation to the Space Rent at the JPNI Airport, Patna is Rs.1570/- per sq. mtr. per month for AC space and Rs.1040/- per sq. mtr. per month for Non-AC space. However, the Authority has the right to revise the said space rent from time to time and intimate the same to the Concessionaire
- 3.13 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.
- 3.14 No reduction in QMG will be entertained by Airports Authority of India at any stage for whatsoever reasons.

4. SECURITY DEPOSIT:

4.1 Phase – I:

On or before the date of execution of the Concession Agreement you shall deposit with AAI, Bank Guarantee (BG) of **Rs.10,98,28,240/-** (Rupees Ten Crore Ninety Eight Lakh Twenty eight thousand Two Hundred Forty only) i.e. equivalent to eight (8) months' QMG of the first Concession Year (Determined on the basis of projected Passenger Traffic for the first Concession Year), with validity of four (4) years from the date of commencement of the Concession. The **Format of Bank Guarantee** should be as per Schedule-I of draft Concession Agreement.

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Details of Calculation:

Amount of BG

$$\begin{aligned} &= ((\text{QG per PAX for 1st Concession Year} \\ &\times \text{Proj. Domestic PAX for 1st Concession Year}) \\ &+ (\text{QG per PAX for 1st Concession Year} \times 2 \\ &\times \text{Proj. International PAX for 1st Concession Year})) \times \frac{8}{12} \\ &= \text{Rs. } (29.22 \times 56,38,000 + 29.22 \times 2 \times 0) \times \frac{8}{12} = \text{Rs} \mathbf{10,98,28,240/-} \end{aligned}$$

Phase – II :

BG equivalent to eight (8) 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. The amount of BG can be worked out based upon the QG per PAX for fourth Concession Year and projected Annual Traffic for the fourth Concession Year based upon formula stipulated in RFP.

Note: In case of commencement of International Passenger Traffic, Security Deposit is subject to revision as per formula in Chapter 5 of the RFP and Article 7 of the draft Concession Agreement in RFP.

- 4.2 The 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.
- 4.3 The Concessionaire agrees and acknowledges that the Airports Authority of India shall not be liable to pay any interest on the Security Deposit.
- 4.4 (i) The Bank Guarantee (BG) to be submitted in accordance with the bank details as follows:

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC0000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	AAIPATNA to be mentioned in the Unique Identifier Code (7037) field of BG advising message code.

- (ii) While submitting the documents to BG issuing bank, the successful bidder to also submit letter to the issuing bank as per format provided in Appendix – IV.
- (iii) Along with the original BG document, successful bidder has to attach copy of SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

5. GESTATION PERIOD:

In accordance with RFP clause 5.13,

- 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 Locations 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.
 - 5.4 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.
6. The Capital Expenditure shall be applicable as per clause 5.6 of the RFP and **Technical Form - 7** submitted by you.
 7. 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 the part of agreement to be executed.
 8. The licensee shall be under obligation to adhere to all the Terms & Conditions of RFP, draft Concession agreement provided with RFP and proposals/declarations (such as Proposals on Operations and Maintenance Practices, Capital Expenditure plan, Pricing Policy, Customer Service etc.) submitted in bid document. In case of any difference(s), the provision stipulated in RFP and draft Concession Agreement shall prevail.
 9. All the terms and conditions enumerated in this Letter of Intent of Award along with RFP and Corrigendum's published shall form part and parcel of the Concession Agreement.

Please acknowledge receipt.

भवदीय/Regards,

G. Saks
24/11/25
DGM (Commercial)
For, Airport Director
AAI, JPNI Airport, Patna

Signature Not Verified

Digitally signed by RAVI RAUSHAN KUMAR
Date: 2025.07.12 14:11:33 IST
Location: eProcurement System for Central PSUs