



भारतीय विमानपत्तन प्राधिकरण/ Airports Authority of India
पुणे हवाई अड्डा/ Pune Airport

SPEED-POST

संदर्भ: एएआई/पोओ/वाणिज्य/388/720

दिनांक: 15/06/2020

सेवा में,
मेसर्स गीतम इंफ्रास्ट्रक्चर्स प्रा. लि.
बिसरख थाना रोड, सेक्टर-1,
ग्रेटर नोएडा वेस्ट,
उत्तर प्रदेश- 201 306

To,
M/s Geetom Infrastructures Pvt. Ltd.
Bisrakh Thana Road, Sector-1,
Greater Noida West,
Uttar Pradesh- 201 306

विषय: पुणे हवाई अड्डे के टर्मिनल बुईडिंग के बहार में "रीटेल आउटलेट फॉर सेल्लिंग पीपीई प्रोडक्ट्स" के प्रचालन हेतु लाइसेन्स ।

Subject: License for operating "Retail Outlet for Selling PPE Products" outside Terminal Building at Pune Airport.

महोदय/Sir,

उपरोक्त विषय पर ई-बोली सं. 2020_AAI_49050_1, जो कि दिनांक 02/06/2020 को प्रस्तुत किया गया है एवं दिनांक 05/06/2020 को खोली गई ई-वित्तीय बोली का संदर्भ ग्रहण करें। सक्षम प्राधिकारी ने आपके प्रस्ताव को स्वीकार किया है एवं निम्नलिखित नियमों और शर्तों के तहत लाइसेंस प्रदान करने हेतु निर्णय लिया है:-

On the above cited subject reference is made to E-bid No: 2020_AAI_49050_1 submitted on 02/06/2020 and E-Financial Bid opened on 05/06/2020. The Competent Authority has accepted your offer and decided to award the subject License as under the following Terms & Conditions: -

1	लाइसेंस License	पुणे हवाई अड्डे में "रीटेल आउटलेट फॉर सेल्लिंग पीपीई प्रोडक्ट्स" के प्रचालन हेतु लाइसेन्स License for operating "Retail Outlet for Selling PPE Products" at Pune Airport
2	जगह एवं एरिया Location & Area	टर्मिनल बुईडिंग के बहार एवं 3 वर्ग मीटर outside Terminal Building & 3 Sqm
3	लाइसेंस की अवधि License period	लाइसेंस की अवधि पहले छह (06) महीने, 06 महीने तक की अतिरिक्त अवधि के लिए विस्तार The period of the license shall be for six (06) months extendable by six (06) months
4	बिजनेस इनक्यूबेशन अवधि Business Incubation Period	LOIA जारी करने की तारीख से 15 दिन 15 days from the date of issuance of LOIA.
5	परिचालन पूर्व अवधि Gestation Period	बिजनेस इनक्यूबेशन अवधि के पूरा होने के बाद अधिकतम 15 दिन लागू होंगे । Maximum 15 days after completion of Business Incubation period shall be applicable.



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6	लाइसेंस शुल्क/License fee	रु.2,085/- (रुपये दो हजार पचासी केवल) प्रति माह एवं अन्य लागू कर अलग से Rs.2,085/- (Rupees Two Thousand and Eighty Five Only) per Month plus other applicable taxes
7	उपयोगिता सुविधा शुल्क Utility Charges	लाइसेंस शुल्क के अलावा, उपयोगिता /सरलीकरण शुल्क के रूप में शॉप द्वारा धारित क्षेत्र के लिए स्थान का किराया का 10% की दर लागू होगा और सफल निविदाकर्ता/ बोलीदाता द्वारा देय होगा। वर्तमान में पुणे एयरपोर्ट अपर स्थान का किराया रु.2615/- प्रति वर्ग मीटर प्रति माह की दर लागू है, जिसे चक्रवर्ती वार्षिक वृद्धि के अधीन हर वित्तीय वर्ष अर्थात प्रत्येक वर्ष 1 अप्रैल से 10% की दर से बढ़ाया जाएगा। The Licensee shall pay the Utility/facilitation charges @ 10 % of space rentals. Present space rent is Rs.2615/-PSPM which is subject to annual 10% compound escalation from 1st April every year.
8	जी.एस.टी./अन्य कर GST/Other taxes	शुल्क पर 18% या समय-समय पर जो लागू है @ 18% or as applicable from time to time.
9	अग्रिम लाइसेंस शुल्क Advance license Fee	आपको एक महीने की अग्रिम लाइसेंस शुल्क रु.3,387/- (रुपये तीन हजार तीन सौ और सत्तासी केवल) का भुगतान करना होगा [उपयोगिता शुल्क एवं जीएसटी के साथ] You shall pay one month advance license fee of Rs.3,387/- (Rupees Three Thousand Three Hundred and Eighty Seven Only) [inclusive of utility charges & GST]
10	सुरक्षा जमा राशि Security Deposit	(a) आपको रु.10,161/- (रुपये दस हजार एक सौ और इकसठ केवल) की सुरक्षा जमा राशि बैंक गारंटी के रूप में भुगतान करना होगा। बैंक गारंटी राष्ट्रीयकृत बैंक से होगी एवं बैंक गारंटी की वैधता लाइसेंस की पूरी अवधि और अनुबंध की अवधि समाप्त होने की तारीख से 6 महीने की अतिरिक्त दावा अवधि के लिए मान्य होगी, जो की भारतीय विमानपत्तन प्राधिकरण, पुणे के पक्ष में अवार्ड पत्र जारी करने के दिनांक से 15 दिनों के भीतर देय है। (सहकारी बैंकों से बैंक गारंटी स्वीकार नहीं की जाएगी) You shall pay Security Deposit of Rs.10,161/- (Rupees Ten Thousand One Hundred and Sixty-One Only) in the form of Bank Guarantee from an Indian Scheduled Bank which should be valid for the entire period of license and additional claim period of 6 months from the date of expiry of the contract period favouring Airport Director, Airports Authority of India, Pune Airport. (Bank Guarantee from Co-operative banks will not be accepted)

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	(b) आपको बिजली/ पानी शुल्क की ओर रु.10,000/- (रुपये दस हजार केवल) सुरक्षा जमा राशि डिमांड ड्राफ्ट के रूप में विमानपत्तन निदेशक, भारतीय विमानपत्तन प्राधिकरण के पक्ष में देय है। You shall also pay Security Deposit of Rs.10,000/- (Rupees Ten Thousand Only) towards Electricity/ Water Charges etc. Security deposit shall be submitted in the form of Demand Draft in favour of Airport Director, Airports Authority of India, Pune.
11	सफल बोलीदाता द्वारा निम्नलिखित शर्तों को पूरा न होने के कारण, बयाना जमा धन जब्त किया जा सकता है एवं बोलीदाता को एक वर्ष की अवधि के लिए AAI की टेंडर में आगे की भागीदारी के लिए डिबार किया जा सकता है:- It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender (s) for a period of one year, on account of non-completion of the following: (a) अवार्ड पत्र की तारीख से 07 दिनों के भीतर प्रस्ताव का स्वीकृति; तथा Acceptance of the offer within 07 days from the date of the award letter; and (b) लाइसेंस हेतु अवार्ड पत्र जारी करने के दिनांक से 15 दिनों के भीतर एक महीने के अग्रिम लाइसेंस शुल्क रु.3,387/- (रुपये तीन हजार तीन सौ और सत्तासी केवल) का भुगतान; तथा Payment of one-month advance license fee of Rs.3,387/- (Rupees Three Thousand Three Hundred and Eighty Seven Only) within 15 days from the date of the award letter for the license; and (c) रु.10,161/- (रुपये दस हजार एक सौ और इकसठ केवल) की सुरक्षा जमा राशि बैंक गारंटी के रूप में भुगतान करना होगा। बैंक गारंटी राष्ट्रीयकृत बैंक से होगी एवं बैंक गारंटी की वैधता लाइसेंस की पूरी अवधि और अनुबंध की अवधि समाप्त होने की तारीख से 6 महीने की अतिरिक्त दावा अवधि के लिए मान्य होगी, जो की भारतीय विमानपत्तन प्राधिकरण, पुणे के पक्ष में अवार्ड पत्र जारी करने के दिनांक से 15 दिनों के भीतर देय है। (सहकारी बैंकों से बैंक गारंटी स्वीकार नहीं की जाएगी); तथा। Payment of Security Deposit of Rs.10,161/- (Rupees Ten Thousand One Hundred and Sixty One Only) in the form of Bank Guarantee from Scheduled/Nationalized Bank which should be valid for the entire period of license and additional claim period of 6 months from the date of expiry of the contract period favouring Airports Authority of India, payable at Pune within 15 days from the date of award letter for the license; and (d) करारनामा का क्रियान्वयन Execution of the Agreement i. अवार्ड पत्र जारी करने के दिनांक से 15 दिनों के भीतर Within 15 days from the date of award letter for the license.

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	ii. प्राधिकृत पत्र/ बोर्ड संकल्प की प्रति के साथ, विमानपत्तन निदेशक, पुणे के कार्यालय में अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित होना To be signed by Authorised Signatory in the office of Airport Director, Pune along with copy of Authorisation/ Board Resolution. iii. अधिकृत हस्ताक्षरकर्ता का एक पासपोर्ट आकार का फोटो। One passport size photo of Authorised Signatory. सुविधा का प्रारंभ, परिचालन पूर्व अवधि पूरा होने के दिन के बाद से या व्यवसाय संचालन शुरू करने के बाद, जो भी पहले हो, से ; तथा Commencement of the facility on completion of Gestation Period or commencement of business operations, whichever is earlier; and.
12	एएआई द्वारा समय-समय पर निर्धारित दरों पर वास्तविक खपत के अनुसार बिजली / पानी का शुल्क देय होगा। Electricity /Water charges shall be payable as per actual consumption at the rates fixed by AAI from time to time.
13	क्रारनामा :- एनआईटी/टेंडर दस्तावेज़ के निर्धारित प्रारूप के अनुसार क्रारनामा को महाराष्ट्र राज्य के गैर-न्यायिक 100/- मूल्य का स्टॉप पेपर पर अधिकृत हस्ताक्षरकर्ता के एक पासपोर्ट आकार के फोटो के साथ निष्पादित किया जाना है। Agreement: An agreement in the prescribed format as per the NIT/Tender Document is to be executed on a non-judicial stamp paper of Maharashtra State the value of Rs.100/- along with one passport size photograph of the Authorized Signatory.
14	AAI shall raise bill on or before 10th of every month. The licensee 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 due date for delay period of upto 30 days and if delay is for more than 30 days, then interest @ of 18% per annum shall be charged from the due date, for entire delay period
15	The successful tenderer shall be required to submit Security Programme (as per Format A& A1 available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) to the RDCOS office through AAI Pune for issuance of Security Clearance / approval, for operating the facility in Security Hold Area, within 5 days from receipt of the award letter. The successful bidder also has to submit Security Programme online through e-sahaj portal (https://esahaj.gov.in) and a copy of the online receipt of the application has to be forwarded to office of RDCOS through AAI along with the aforesaid documents in hardcopy.
16	The licensee shall submit the layout plan for the outlet within 15 days from the date of award letter.
17	यह अवार्ड पत्र क्रारनामा का अहम हिस्सा बनेगा। This award letter shall form the part and parcel of the agreement.
18	हिंदी और अंग्रेजी संस्करण के बीच किसी भी विसंगति की स्थिति में, अंग्रेजी संस्करण पार्टियों पर लागू होगा और बाध्यकारी होगा। सभी कानूनी प्रयोजनों के लिए, संदर्भ केवल अंग्रेजी संस्करण में ही बनाया जाना चाहिए।

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In the event of any discrepancy between the Hindi and the English version, the English version shall apply and be binding upon the parties. For all Legal purposes, reference should be made to the English version only.

कृपया इस पत्र की प्राप्ति को स्वीकार करें।
Kindly acknowledge the receipt of this letter.
धन्यवाद,

भवदीय

(Handwritten signature)

(महेश कुमार)

उप महाप्रबन्धक (वाणिज्य)
कृते विमानपत्तन निदेशक
भाविप्रा, पुणे एयरपोर्ट



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SPECIAL TERMS & CONDITIONS

- 1) (a) The bidder(s) should assess the business potential of the contract before quoting their bids. No rebate of any sort shall be given due to any reason what so ever.
(b) In case the successful bidder is a franchise the license will co-terminate as and when the franchise agreement expires/terminates and in such event the exit clause-23 of agreement will be applicable.
- 2) Agency has to obtain necessary permission/licenses etc. before commencement of the outlet from GOI/ State Govt. etc. as the case maybe.
- 3) Specifications of the Personal Protective Equipment's (PPE) like disposable gloves, different category face masks (for health workers and general public), coverall/ gown, disposable goggles, alcohol based hand rub/ hand sanitizers etc. shall be as per the guidelines of Ministry of Health and Family Welfare.
- 4) Agency shall ensure that PPE equipment's sold are met with the specification prescribed by Ministry of Health and Family Welfare, Govt. Of India.
- 5) All the PPE products shall be sold at MRP and comparable with selling price outside the Airport. Agency shall ensure that products with affordable pricing available for sale at all times.
- 6) The licensee would be allowed to sell only the items defined under the scope of license.
- 7) The structure/counter for the purpose is to be erected by the licensee shall be as per the design and drawing approved by AAI, at the cost of the licensee. The signage on the counter should be of 0.6 mtrs only. Roof rights of the counter shall remain with AAI.
- 8) Mandatorily, the licensee awarded the contract should display his name prominently, after taking approval of AAI. He should also display the franchisees



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approval in the premises. Further, display of any advertisement shall not be permitted in the earmarked area; however AAI reserves the right to display advertisement.

- 9) The Counter is to be kept open for the period as directed by the Airport Director from time to time.
- 10) The Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
- 11) To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Chairman, AAI or his representative.
- 12) The selected tenderer will confine the facilities to the outlet premises only. The selected tenderer shall have no claim for monopoly and the Authority shall be at liberty to permit/provide facilities at other areas in the terminal building or outside the Airport area as may be necessitated by demand or as so desired by the Authority.
- 13) The licensee shall arrange to segregate the Dry and Wet Garbage and dispose the same as per the rules framed by Govt./AAI from time to time.
- 14) The staff engaged by the Licensee/contractor has to be properly uniformed and shall deal with all the passengers with extreme courtesy and caution and any complaint from passengers about misbehaviour shall be construed as grounds for non-performance.
- 15) Only the name of the agency & facility is to be displayed on the counter/outlet (in trilingual i.e. Marathi, Hindi & English) and the same is to be displayed in reasonable size, and approved by AAI. No advertisement of any sort shall be displayed on the counter.
- 16) The license should mandatorily have UPI payment BHIM App.

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- 17) The Licensee shall invariably issue computerized/electronic bills/receipts to the customers on account of any purchases. The billing should have built-in provision to share the invoice details with AAI on real time basis. Provision should be made to accept Credit/Debit card payments.
- 18) Since the facility is meant for the travelers, the timings of the outlet have to be adjusted according the timings of the flight operations. Products are to be strictly sold on MRP rates only. Specially packed items for airports having different MRP than that prevalent in the market shall not be permitted to be sold.
- 19) In case the counter remains closed then a penalty of Rs.1000 per days or part thereof shall be imposed. Further, on 3rd occasion of such irregularities, penalty equivalent to 10% of monthly license fee shall be imposed.
- 20) The tenderer is liable to pay the GST/Service Tax and/or any other statutory taxes as per the rules formed by Govt.
- 21) Necessary Airport Entry Permits will be issued by the Station in charge to the authorized representative as per the rules of BCAS. Licensee will ensure police verification and other documents are submitted in time. The charges for issuance of Airport Entry Permits shall be borne by the Licensee.
- 22) The successful tenderer shall be required to submit Security Programme (as per Format A& A1 available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) to the RDCOS office through AAI Pune for issuance of Security Clearance / approval, for operating the facility in Security Hold Area, within 5 days from receipt of the award letter.
- 23) The successful bidder also has to submit Security Programme online through e-sahaj portal (<https://esahaj.gov.in>) and a copy of the online receipt of the application has to be forwarded to office of RDCOS through AAI along with the aforesaid documents in hardcopy.
- 24) The licensee shall set up E-POS (Point of sales) system at their outlet and ensure proper bills/invoices are issued invariably to the passengers on every purchase made by them.



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- 25) Licensee shall accept payments by Debit/Credit card and e-wallets/UPI. It shall be mandatory to make available the Debit/Credit card swiping machine at outlet and accept e-wallet payments (like PayTM, Mobikwik, Freecharge, Reliance Jio etc.) and UPI payments like BHIM.
- 26) The proposed Counter facility is intended for facilitating Domestic passengers. Bidders have to offer their quotes accordingly. Though the international passengers may use the Counter facility presently, any bifurcations of International operations at a later stage during the contract period may restrict the access of Counter to International passengers. In such an event, the licensee/concessionaire shall not be entitled to any rebate/waiver in License fee.
- 27) As per the development plan of Pune Airport, New Terminal Building is likely to be completed by March 2021.
- a) In such an event, the Licensee may be given an option to relocate to similar location in the New Terminal Building. However, the decision to give an alternate location or terminate the subject contract shall be the sole discretion of the Authority.
 - b) The area of the Counter in the new location may be similar to the area of the original location. Proportionate license fee for the area of Counter in New Location shall be applicable in case the area is more than the area of previous/old location.
 - c) The entire cost of shifting of the Counter to the New Location shall be borne by the licensee.
 - d) Relocation period of 15 days from the notice for relocation or actual shifting of the Counter, whichever is earlier, shall be permitted for relocation. In case Counter at the original location is operational during the relocation period, waiver in license fee shall not be considered. In case Counter at the original location is not operational during the relocation period on account of complete closure of old terminal, waiver in license fee shall be considered for the relocation period of 15 days.
 - e) Notwithstanding anything contrary herein, in the event of a relocation of the Counter, the Authority shall not compensate the Licensee for any costs, whatsoever.
 - f) In the event that the Licensee chooses not to relocate the Counter to the alternate Location provided by the Authority in the New Terminal

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Building, the Authority shall have the right to terminate the contract on the expiry of the Relocation Period and the consequences of termination as set out under Exit Clause (Termination for convenience) shall be applicable.

g) In the event of shifting of Operations to New Terminal Building, instead of providing alternate location, Authority reserves the right to terminate the subject contract without assigning any reasons, by giving short notice. No compensation, whatsoever, shall be payable by the Authority in such case.

Note: It may be noted that the licensee shall be allowed to operate the facility in Security Hold Area only after BCAS clearance / approval from other regulatory agencies is obtained.

The Special Terms and Conditions above shall form part of the Agreement.