



भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India

संख्या : भा.वि.प्रा./बीजीएम/वाणिज्यिक-01/2021/6474-81/1215-22 दिनांक : 25/08/2021.
26

सेवा में,

M/s Offbeat Apparels India Pvt. Ltd.
No.2, Marriamman Koil Street,
Vazhaikulam, Puducherry - 605012

विषय/Sub: Award of License For Operating Branded Retail Apparel Outlet at Security Hold Area in Passenger Terminal Building of Belagavi Airport by M/s Offbeat Apparels India Pvt. Ltd. - Reg.

महोदय/महोदया Sir/Madam,

1. Kind reference is invited to our e-tender no. 2021_AAI_78457_1 dt.01/06/2021 for operating branded retail apparel outlet at Belagavi Airport.
2. In this regard, Competent Authority is pleased to convey the award of license for operating Branded retail Apparel Outlet in security hold area of passenger terminal building at Belagavi Airport by M/s Offbeat Apparels India Pvt. Ltd., No.2, Marriamman Koil Street, Vazhaikulam, Puducherry - 605012 subject to following terms & conditions -

i.	License For	Operating Branded Retail Apparel Outlet
ii.	Area	9 Sqm (3 m* 3 m)
iii.	Location	Security Hold Area - Passenger Terminal Building - Belagavi Airport
iv.	License Period	Three years (03 Years).
v.	License Fee	Rs. 14251/- Per Month (Excluding GST) a) GST payable at applicable rates as notified by GoI /GoK. (Currently @ 18%) b) Licensee shall pay monthly license fee to Airports Authority of India - every month on or before 10 th day of English calendar by way of NEFT/RTGS (Details enclosed). c) License Fees shall be subject to annual escalation of 10% - With first annual escalation applicable after completion of 1 Year + 6 Months license period.

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vi.	Utility Charges/ Common Area Maintenance Charges (CAM)	10% on AC Space rent shall be payable. <u>Note:</u> a) The current notified AC space rental is Rs. 1250/- per square meter per month. b) The space rental is subject to 7.5% compounded annual escalation on 1st April of every year or as may be decided by AAI from time to time.
vii.	Electricity Charges	a) As per Actual Consumption and rates prescribed by AAI. The rates are subject to revision from time to time, as discretion of AAI. b) Licensee shall fix it's own energy meter(s) for calculating the power consumption duly certified by OEM, failing which licensee shall be billed on theoretical consumption.
viii.	Interests on Delayed Payment	Interest at the rate of 18% per annum from the due date to entire delay period shall be payable by the licensee on all delayed payments.
ix.	Security Deposit	a) An amount of Rs. 89,536/- (Rupees Eighty-nine thousand Five hundred Thirty-Six only) towards Security Deposit for LF (i.e. equivalent to 4 Months of Monthly LF + CAM Charges +GST) in the form of DD/Pay Order/Bank Guarantee from Nationalized banks only. In case of Bank Guarantee, it should be valid for entire period of License Plus 06 months. b) Rs. 10,000/- towards Electricity Charges & Connection.
x.	Advance License Fee	Advance License Fee of Rs. 18500/- (Rupees Eighteen thousand five hundred only) including GST @ 18%; is to be paid in advance within 10 days from the receipt of this LOA
xii.	Gestation Period	Gestation Period of 120 days from the date of handing over of site.
xiii.	Obligation of Govt. Laws/Rules	Licensee, his agents & staffs shall observe, perform & comply with all rules & regulations of Shop & Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and any rules and regulations made by State/Central Govt. of India/Airports Authority of India.
xiv.	Agreement	An Agreement in Original (02 Copies) is required to be submitted by the Licensee as per the format

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	enclosed herewith along with its enclosures as prescribed on Non-Judicial stamp paper of Rs. 100/- within 15 days of receipt of LOA along with Photograph of Authorised signatory.
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3. Terms and Conditions:-

- The License fee shall be payable in advance on or before 10th of each Calendar month, failing which simple interest @ 18% shall be payable on all delayed payments without prejudice to the other rights and remedies of the AAI. However, Electricity/ Water charges based on actual consumption at the rates as fixed by AAI from time to time shall be paid extra.
- The Charges for issuance of Airport Entry Permits (AEPs) etc., shall be borne by the licensee.
- No soliciting or canvassing of the business shall be done by the licensee.
- The penalty of Rs.500/- per occasion shall be levied on account of un-satisfactory performance such as:-
 - Non-observance / Non-display of approved rates.
 - Not maintaining the quality in service facility.
 - Not maintaining cleanliness in and around the retail outlet.
 - Any other breach in the terms of the agreement.
- The Licensee shall comply with all the rules and regulations under the Contract Labour (Regulation & Abolition) Central Rules, 1971 and any other law prevailing from time to time in respect of the personnel employed by him for running the said license. It is responsibility of the Licensee to obtain proper insurance coverage for the properties & goods to be stored or used in the licensed premises.
- Any disputes arising out of this License, the decision of the AAI, in the matter shall be final and binding.
- At any stage, even after the award of License, AAI found that the agency has submitted false/ incorrect documents in the tender bid; AAI reserves the right to terminate the license without giving any reasons thereto.
- If the Licensee does not operate the license up to 50% of the License period, then the agency is liable to be debarred from participation in any tenders of AAI for next TWO Years.

4. Other Terms and Conditions:-

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It may be noted that the EMD of the successful bidder may be forfeited and bidder may be debarred for further participation in AAI's tenders for a period of TWO YEARS on account of the non-completion of the following time period for commencement of the license including gestation period and fulfilling of contractual formalities, will be as follows:

- I. Acceptance of the offer within 10 days of issuance of award letter.
- II. Submission of Security Deposit and Payment of advance License fee as described above; within 15 days of issuance of award letter.
- III. Execution of License Agreement within 30 days of issuance of the award letter. The license will become void and can be terminated without any notice and the party cannot claim any damage, if the agreement in the prescribed format is not executed within time frame.
- IV. Maximum Gestation period will be 30 days or actual date of commercial commencement, whichever is earlier. The agency is bound to pay the License fee from the 31st day, even if the facility has been taken over or not. The gestation period will be calculated from the date of issue of award letter.
- V. The Licensee shall make his own arrangements for installation of Electrical meter and wiring etc. as required.
- VI. The Licensee shall use the said premises only for the purpose mentioned in the agreement and award letter and for no other purpose whatsoever, unless permission from the Airport Director is obtained in writing.
- VII. The Licensee shall not assign or transfer or sublet the license or any part thereof.
- VIII. The joint measurement of the area of the facility shall be made within 15 days from the award letter. The joint measurement will form part of the agreement. In case of excess area in occupation as per actual measurement at site, any time after handing/taking over of the space, the licensee is liable to pay the proportionate license fee for the additional area occupied.
- IX. In case space allotted is required by AAI, the licensee has to vacate/shift his sales counter & other establishment to newly identified/allocated location at his own cost at short notice.
- X. The name board and its dimension etc. should have the prior approval of AAI and should be within the space allotted.
- XI. The license can be terminated by either side by giving 60 days notice in writing. However AAI reserves the right to terminate the contract on a short notice, on grounds of unsatisfactory

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performance or passenger/ users complaints. In such cases the Licensee shall vacate the premises without claiming any compensation or raising any dispute.

All other terms and conditions as per NIT shall remain unchanged and shall form part & parcel of this award letter.

Kindly return a sealed & signed copy of this award letter within 10 days from the date of issue of this award letter as a token of your acceptance.

The acceptance of ward letter shall form part and parcel of the license agreement.

Yours faithfully,

[Signature]
25/08/2021

(P.S.DESAI)

सहायक महाप्रबंधक (सीएनएल/वार्निंग)
Asst. General Manager (CNS/Comml)
भारतीय विमानपत्तन प्राधिकरण
AIRPORT AUTHORITY OF INDIA
बेलगावी विमानपत्तन, सांबरा, बेलगावी
Belagavi Airport, Sambre, Belagavi

Copy to:

1. The RED, AAI, Southern Region HQ, Chennai Airport, Chennai - 27.
2. The GM (Comml), AAI, Southern Region HQ, Chennai Airport, Chennai-27.
3. The GM (Fin), AAI, Southern Region HQ, Chennai Airport, Chennai - 27.

Internal:

1. The AGM (Eng-C), AAI, Belagavi - for necessary assistance.
2. The AGM (Eng-E), AAI, Belagavi - for necessary assistance.
3. The AM (HR), AAI, Belagavi- for raising bills accordingly.
4. In-Charge, APSU, KSISF, Belagavi Airport- for information.

[Signature]
25/08/2021

(P.S.DESAI)

सहायक महाप्रबंधक (सीएनएल/वार्निंग)
Asst. General Manager (CNS/Comml)
भारतीय विमानपत्तन प्राधिकरण
AIRPORT AUTHORITY OF INDIA
बेलगावी विमानपत्तन, सांबरा, बेलगावी
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Annexure - A

SCHEDULE OF PREMISES

Sl. No	Purpose	Area in Sqm	License Fee Per Month (Excl. GST)
1.	Branded Retail Eye Wear Outlet in SHA of Belagavi Airport	9.0 (3 * 3)	Rs 14251 /-

Note: Annual escalation of 10% shall be applicable on License Fee on completion of 1 year + 6-month license period.

[Signature]
सहायक महाप्रबंधक (सीएनएस/आनिपत)
Asst. General Manager (CNS/Comptt)
भारतीय विमानपत्तन प्राधिकरण
AIRPORT AUTHORITY OF INDIA
बेलगावी विमानपत्तन, सांबरा, बेलगावी
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Signature Not Verified

Digitally signed by AMIT KUMAR
Date: 2024.12.17 18:00:01 IST
Location: eProcurement System for Central PSUs