



भारतीय विमानपत्तन प्राधिकरण/AIRPORTS AUTHORITY OF INDIA
विशाखपट्टणम हवाईअड्डा/ VISAKHAPATNAM AIRPORT
ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 & ISO 10002:2018 Certified

Ref: CL-13024/25/2022-APD-SR-VIZAG-Part(1)/19

Date: 08.02.2023
By Mail/Speed Post

To

M/s Credo Brands Marketing Pvt. Ltd.,
B-8, MIDC Central road Marol next to MIDC Police station,
Andheri (East), Mumbai – 400 093.

Sub: - Award letter for operating 'Apparel Store' facility at 1st Floor, Domestic SHA of Visakhapatnam Airport. (Tender ID No.2022_AAI_133635_1) - reg.

Sir,

Reference is invited to your Technical Bid vide above tender ID opened on 29.11.2022, subsequent Financial Bid opened on 21.12.2022 in respect of above cited license. It has been decided by the Competent Authority to accept your bid and award the license for the subject facility on the following terms and conditions:

1. The award of license shall be for a period of 01 (One) year [extendable by another 6 (six) months] or till Commencement of Master Concession for General Retail whichever is earlier w.e.f **25.12.2022** with an area of approximately 17.00 sqmtrs at 1st Floor, Domestic SHA (near boarding gate no.4) of Visakhapatnam Airport. It is intimated that the contract for Master Concession for General Retail is awarded on 05.01.2023 and is expected to commence tentatively by 05.05.23.

As per your request and in light of award of Master Concession for Retail contract at Visakhapatnam Airport, the location as per previous contract is to be continued instead of tendered location. However, location may change due to operational requirement.

2. The license fee shall be the quoted amount for the tender of **Rs. 2,16,000/- (Rupees Two lakhs and sixteen thousand only)** per month plus applicable charges and taxes to be payable to AAI during the period of license. In addition to License fee, CAM charges @ 10% of the normal space rent (present space rent is Rs.1,340/- per sqmtr/month subject to annual escalation @7.5% every financial year) for the counter area/shop area shall be payable by the licensee.

3. The Licensee shall not surrender the subject license before 50% of the period of license, failing which the licensee shall be debarred from participating in any of AAI's tenders for a period of 1 (one) year and also applicable other terms & conditions as per exit clause of NIT.

4. AAI will raise bills on or before 10th of every month and the licensee has to pay the bill on or before 25th of every 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, then interest at the rate of 18% per annum shall be charges from the due date, for entire delay period, without prejudice to Authority's other rights aid remedies.



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5. The licensee shall be required to submit Security Deposit of **Rs. 10,31,000/-** (Rupees Ten Lakhs Thirty-One Thousand only) equivalent to 4 (four) months of 1st year license fee (including utility charges @ 10% on space rent and amount equivalent to GST @ 18%) in the form of RTGS/Demand Draft/Bank Guarantee from Scheduled/Nationalized Bank in favour of Airports Authority of India, payable at Visakhapatnam with claim period of 180 days. The Licensee shall also be required to submit Security Deposit for Electricity charges i.e. **Rs. 1,55,000/-** (Rupees One Lakh Fifty-Five Thousand only) in the form of RTGS/Demand Draft only.

6. It may be noted that the EMD may be forfeited and you may be debarred from further participation in AAI's tenders for a period of 1 (one) year on account of non-completion of the following:

- Acceptance of offer within 7 days from the date of issue of this letter.
- Payment of Advance License fee for one month of **Rs. 2,57,568/-** (Rupees Two lakhs fifty-seven thousand five hundred and sixty-eight Only) including utility charges and GST @ 18% in the form of RTGS/DD in favour of Airports Authority of India, payable at Visakhapatnam within 15 days from the date of issue of this letter.
- Submission of Security Deposit of **Rs. 10,31,000/-** in the form of RTGS/DD/BG & Electricity Deposit of **Rs. 1,55,000/-** in the form of RTGS/DD within 15 days from the date of issue of this letter.
- Depute any authorized representative for the joint measurement within 15 days from the award letter. The joint measurement shall from part of agreement. If the party fails to depute any authorized representative for the measurement within 15 days, then AAI representative shall conduct the measurement and inform the party that the same will be forming part of agreement and will be binding.
- Execution of license agreement on non-judicial stamp paper of **Rs. 500/- Govt. of Andhra Pradesh** within 15 days from the date of issue of this letter.

7. The licensee shall not damage the premises or any part of the Airport Premises. In the event of any damage being caused intentionally or otherwise, AAI shall be entitled to repair the damage or make the requisite replacement and call upon you to replace or reimburse the cost thereof for which you shall have to pay forthwith on demand. In addition, AAI in any way will not be held responsible for any theft/pilferage etc. You shall have to make/provide necessary security arrangement for safety / security of the belongings at your own cost.

8. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give alternative premises 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



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by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

9. The license can be terminated by either side, by giving **60 days'** notice in writing. However, Airports Authority of India can terminate the contract on short notice, on grounds of unsatisfactory performance of passengers/users complaints. In such an event, licensee shall vacate the premises and handover peaceful possession of the licensed premises to AAI without claiming any compensation or raising any dispute.

10. The licensee shall be required to meet all statutory taxes/levies to the Central/state/local bodies as prescribed, if any, failing which AAI may exercise its option to settle, on licensee's behalf and recover the amount from the licensee. No claim in any respect regarding his property/goods shall be entertained by AAI.

11. The Licensee shall make arrangements to obtain appropriate insurance cover in respect of all properties/goods, if any, proposed to be stored or used by the licensee.

12. AAI reserves the right to grant license for similar facilities in the same/ different locations of the airport and enter separate commercial agreements with other firms/individuals and licensee shall have no objection for the same.

13. Following acts of licensee shall also be construed as grounds for Termination of contract:

- (a) Unsatisfactory performance.
- (b) Non-payment of dues/ partial payment of dues.

14. All other terms and conditions which are specified in the tender documents, shall also form an integral part of the license agreement.

15. Business Incubation Period: - **No business incubation period** shall be applicable. However, all post award formalities (such as award acceptance, submission of SD/BG etc.) are to be completed as per the timelines mentioned in award letter.

16. Agreement is to be executed on a non-judicial stamp paper of Rs.500/- Govt. of Andhra Pradesh and submission of the same to this office along with the photograph of authorized signatory, copies of the award letter shall form an integral part of the license agreement and Notice Inviting Tender terms and conditions.

17. GST and Cess as applicable from time to time is payable by the licensee.

18. The licensee shall undertake to pay the full amount of licence fee / dues regularly as per the award / agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and / or during the course of arbitral proceedings.



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19. Being an existing licensee for the same facility in the same location, M/s Credo Brands Marking Pvt. Ltd. is not entitled to any gestation period. This award of new license comes into effect immediately after the expiry of the existing license i.e., w.e.f **25.12.2022**. The Licensee is allowed to continue in the same location allotted as per current License.

However, the successful tenderer shall be required to submit Security Programme as per Format A & A-1 available on BCAS website <http://esahaj.gov.in> through AAI within 05 days from date of issue of award letter. Any observations regarding shortcomings in Security Programme will be communicated by RDCOS and if compliance report is not received by BCAS, it will be presumed that the concessionaire is unwilling or unable to meet the shortfall and the application for approval will be deemed to be cancelled. AAI, Visakhapatnam will not responsible for delay in getting security clearance from BCAS.

20. Water charges (if applicable)/Electricity charges are payable as per actuals. Electricity/Water meters, as applicable, shall be arranged by the licensee and got installed with concerned department of AAI.

21. Only bare space shall be provided by AAI and the fabrication of the counter has to be done at your own cost. The structure/counter for the purpose is to be erected by the licensee should be as per the design, drawing and specification approved by AAI at the cost of the licensee. Any aerial / ground occupation in addition to the allotted space is chargeable on pro-rata license fee, apart from action as per agreement for unauthorized occupation.

22. This award letter shall form part of the License Agreement.

23. All other terms and conditions mentioned in the NIT shall form part of this order.

Please acknowledge receipt and convey your acceptance within 7 days from the date of this award and complete the contractual formalities within the stipulated period as mentioned above.

कृपया प्राप्ति की पावती भेजें / Please acknowledge receipt

भवदीय/Yours Sincerely,



(आदित्या रघुनंदन बु.) / (Aditya Raghunandan B.)

सहा. प्रबन्धक (वाणिज्य) / AM (Commercial)

कृते विमानपत्तन निदेशक / For Airport Director



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प्रतिलिपि/Copy to:-

1. क्षेत्रीय कार्यपालक निर्देशक, भाविप्रा, दक्षिणी क्षेत्र, चेन्नै
(ध्यान आकर्षण: सं.म.प्र (वाणिज्य), आरएचक्यू द.क्षे)
The Regional Executive Director, AAI, Southern Region, Chennai
(Kind Attn: JGM (Comml), RHQ, SR)

आंतरिक/Internal copy :-

1. कार्यभारी (प्रचालन) / Operations Dept. In-charge	4. कार्यभारी (विद्युत)/ Electrical Dept. In-charge
2. कार्यभारी (सी.एन.एस.)/ CNS Dept. In-charge	5. कार्यभारी (सुरक्षा)/ Security Dept. In-charge
3. कार्यभारी (वित्त)/ F&A Dept. In-charge	6. कार्यभारी (सिविल)/ Civil Dept. In-charge

Rajh