



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

क : बीपी/भाविप्रा/वाणि/सीसी-1डी/2020/695(1-10) दिनांक 31/03/2020

प्रति,

मेसर्स खुशी एडवर्टाईजिंग आइडियाज प्रा. लि.
4 एवं 5 वॉ तल, ब्लॉक नम्बर 12, मेग्नेट कॉर्पोरेट पार्क
आईएनटीएएस के पीछे, एनआर, सोला फ्लायओवर एस.जी. हाईवे
अहमदाबाद-380054

विषय :- राजा भोज विमानतल पर विज्ञापन अधिकार की निविदा हेतु के एलओआईए
(अवार्ड लेटर) के प्रेषण के संबंध में ।

महोदय,

उपरोक्त विषय के संबंध में अवार्ड लेटर/एलओआईए क्रमांक
एएआई/बीपीएल/सीसी-1डी/एड.राइट्स/2020/695(1-10) दिनांक 31/03/2020
इस पत्र के साथ मूल रूप में संलग्न कर आपकी ओर सूचना एवं आवश्यक कार्यवाही
हेतु प्रेषित है ।

(संतोष सिंह)
31/03/2020

(संतोष सिंह)

वरि. प्रबन्धक (वाणिज्यिक/इलेक्स.)
कृते विमानपत्तन निदेशक

प्रतिलिपि :-

1. कार्यपालक निदेशक (वाणि), दिल्ली
2. क्षेत्रीय कार्यपालक निदेशक (पक्षे), मुम्बई
3. संयुक्त महाप्रबन्धक (सतर्कता) पक्षे, मुम्बई
4. उपमहाप्रबन्धक (वाणिज्यिक) पक्षे, मुम्बई

आंतरिक वितरण :-

प्रभारी - वित्त/टर्मिनल/अभि.-सिविल/अभि.-इले./सुरक्षा, भोपाल विमानतल



No. AAI/BPL/CC-1D/Advt Rights/2020/695C1-107

Dated: 31/03/2020

To,

M/s Khushi Advertising Ideas Pvt. Ltd.
4th and 5th Floor, Block No. 12, Magnet Corporate Park
Behind INTAS NR SOLA Flyover, SG Highway
Ahmedabad - 380054

**Subject:-Letter of Intent to Award (LOIA) for Advertisement Rights
Concession -Raja Bhoj Airport, Bhopal.**

Sir,

Reference may please be made to **E-tender no. 2020_AAI_41161_1** and participation of M/s Khushi Advertising Ideas Pvt. Ltd., Ahmedabad thereof and being selected as successful Concessionaire for the aforesaid RFP and accordingly the same has been accepted by the Competent Authority of Airports Authority of India, Bhopal for Advertising Rights Concession to design, develop, operate and market the advertising opportunity at Bhopal Airport for a period of **07 years** w.e.f. Concession Fee Commencement Date for an area admeasuring **4008 sq.ft. (3152 sq.ft. inside & 856 sq.ft. outside Terminal Building)@ Rs.546.02/- per sq.ft. per month plus applicable taxes i.e. Rs. 21,88,448.16/- per month plus applicable taxes** for first year and for subsequent concession years, the concession fee shall always be 110% of the Concession Fee in immediately preceding concession year on the terms and conditions mentioned in the RFP document.

The party shall fulfill all the conditions as specified in this Letter of Intent to Award to the satisfaction of Authority. Unless any of the conditions are waived in writing by Authority in the business incubation period of sixty (60) days, the Concessionaire shall comply with the following:-

1. The Concessionaire shall procure all applicable permits & security clearances under applicable laws within Gestation Period or as extended by the Authority. It is the responsibility of the Concessionaire to obtain all applicable clearances/ permits from the respective authorities within the time allowed by the Authority.
2. The Earnest Money Deposit shall be forfeited as damages without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:-
 - (a) If the Concessionaire engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Chapter Six (6) of the RFP;

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- (b) If Concessionaire withdraws its Proposal during the period of Proposal Validity as specified in the RFP and as extended by mutual consent of the respective Concessionaire and Authority;
- (c) In the case of Concessionaire, if it fails within the specified time limit:-
- (i) to sign and return the duplicate copy of LOIA; or
 - (ii) to furnish the Security Deposit within the period prescribed in the LOIA; or
 - (iii) to sign the Integrity Pact; or
 - (iv) to sign the Concession Agreement; or
 - (v) to furnish the Corporate Guarantee.
 - (vi) submits false information in the technical proposal.

3. Conditions of Award

(i) The Concessionaire shall be permitted a Business Incubation Period of sixty (60) days from the date of issue of the Letter of Intent to Award. The party shall fulfill all the conditions specified in the Letter of Intent to Award to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority) in this Business Incubation Period of sixty (60) days including the following:-

- (a) The Concessionaire shall be under obligation to obtain the final approval of the detailed Location Layout Plan of the Advertisement Displays after incorporation of observations of Authority within the limitations of Location Layout Plan Approval Protocol under any circumstances before the Access Date.
- (b) The Concessionaire shall provide to the Authority the updated shareholding pattern of the Concessionaire, as on the date of execution of the Concession Agreement.

4. Execution of Concession Agreement

- (i) The Concessionaire shall undertake to Authority that apart from the authorizations and approvals provided to Authority there are no further approvals or consents (whether statutory or contractual) required by the Concessionaire to execute the Concession Agreement.
- (ii) The Concessionaire shall execute the Concession Agreement as per the Draft Concession Agreement forming part of the RFP as Appendix III.
- (iii) Without prejudice and in addition to the rights of Authority to invoke the Earnest Money Deposit (EMD) as provided elsewhere in the RFP, the Earnest Money Deposit (EMD) shall be liable to be forfeited and appropriated by Authority in case of failure of Concessionaire to fulfill any of the Conditions of Award within the stipulated time and in accordance with the manner prescribed therefore.



(iv) Upon forfeiture by Authority of the Earnest Money Deposit (EMD) as above, Authority shall have the right to cancel/revoke the Letter of Intent to Award and immediately upon issuance of notice intimating such cancellation/revocation, to select such other Concessionaire as may be deemed fit by Authority and/or deal with the Concession as it may deem fit in its sole and absolute discretion.

(v) The Concessionaire within seven (07) days after accepting the LOIA shall submit a detailed Draft Location Layout Plan indicating specific locations, sizes, type of medium, fixing and hoisting arrangements, material specifications, illumination requirements etc. for consideration of Authority. It is further provided that the Revised Location Layout Plan after incorporating the observations of Authority which would be communicated within seven days of submission of Draft Location Layout Plan would need to be submitted back within seven (07) days of receipt of observations of Authority for final approval within the limitations of the Location Layout Plan Approval Protocol. On receipt of the Revised Location Layout Plan the Authority would approve the same at its earliest but in any case not later than the sixty (60) days from the date of LOIA within the business incubation period/access date.

(vi) The Concessionaire shall be required to submit Non-Judicial Stamp Paper of value Rs.100/- for entering into an Concession Agreement within 15 days from the date of receipt of this LOIA.

5. Scope of the Concession

(i) The Concessionaire shall use the Advertising Locations within the Scope of Advertising Rights Concession defined in the RFP during the Concession Term. The Concessionaire shall ensure that the concept of execution of the Advertisement Rights Concession is in line with the international standards and the image envisaged for the Airport by Authority.

(ii) The approved Advertisement Locations as per approved Location Layout Plan would be physically handed over to the Concessionaire on "as is where is" basis and Authority shall not be responsible for its renovation, maintenance and up-keep from the Access Date.

(iii) Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Concessionaire hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

(iv) In order to clearly define the scope of Advertising Rights Concession an indicative list of the advertising media to be given under the RFP are set-out as follows :

(v) The scope of advertisement shall be as per clause 1.1.1 of RFP (Chapter 1) which is at best an indicative guideline and is neither intended to suggest nor

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31/03/2022



restrain the use of any form of Advertising Medium while formulating the business model/ Location Layout Plans by the Concessionaire.

(vi) The allotted space shall be used exclusively for the purpose mentioned above. The allotted space shall not be sub-leased / licensed to others and Concessionaire thereon shall permit no encroachment of the area

6. The negative list of advertisement media not covered under the RFP are set-out as follows:-

- (i) Advertisement on Passenger Baggage Trolleys
- (ii) Sponsored development of Horticulture and Outdoor Landscaping indicating name & logo of sponsoring Concessionaire within the limitation of Authority's Policy in the matter.
- (iii) Sponsored Pay & Use Toilets and Advertisements there on (as per area specified by Authority)
- (iv) Government sponsored Social Advertisement (**Swatch Bharath Mission etc.**) with no commercial motives on the Advertisement Display Locations under Airport Branding Area.
- (v) Welcome desk/Reception counter
- (vi) Mobile/Wi fi as a medium for any kind of advertisement/interactivity with Airport
- (vii) Any advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints.
- (viii) Advertisement for medical check-up facility present in Airport premises.
- (ix) Duly authorized display of the bona fide licensees of the Airport.

7. Term of Concession

(i) The Concession is proposed to be granted for 07 (Seven) years. The Concessionaire will have to operate the Concession for a minimum Lock in Period which would not be less than fifty percent of the awarded Concession Term. In the event of Concessionaire deciding to exit the Concession Agreement at the end of the Minimum Lock in period it would need to issue the Notice of Dissatisfaction and Notice of Termination in such a manner so that the expiry of the Notice Period synchronizes with the expiry date of the Minimum Lock in Period. The option of moving out of the Concession Agreement prior to expiry of the Minimum Lock in Period is not available to the Concessionaire. However in the event of Concessionaire leaving on any date before the expiry of the Minimum Lock in Period it would have to face forfeiture of 6 months Security Deposit equivalent to current month license fee and a ban/debarring of three years on future participation in Tenders/RFP's floated by Authority.

(ii) The Concession Term shall be reckoned from the Concession Fee Commencement Date as already defined in the RFP. For the sake of clarity, the Concession Term of Advertisement Sites obtained by a Concessionaire at subsequent stages shall be co terminus with the expiry date of the original Concession Term, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.



8. Concession Fee

- (i) The Concessionaire shall, in consideration of the Concession granted by Authority, pay to Authority the Concession Fee as define already in the LOIA.
- (ii) The Concession Fee shall be payable on a monthly basis as set out in the Concession Agreement.
- (iii) The Concessionaire shall pay with respect to the Concession Fee, the applicable taxes including GST, which shall be over and above the Concession Fee.
- (iv) Concession Fee Commencement Date shall mean the 61st day i.e. at the expiry of the Gestation Period of 60 days reckoned from the Access Date or a later date if notified by Authority. However in the event of concessionaire commencing commercial exploitation of the approved advertisement locations as a sample marketing exercise, the concession fee shall be charged on Pro Rata basis. No claims for discounts / reductions / abatements in Concession Fee shall be admissible for any Location(s) lying unsold, after taking over the possession from Authority.
- (v) In respect of the additional Advertisement Locations over and above the tendered area handed over at a subsequent stage, the Concession Fee applicable will be the Concession Fee applicable for Advertisement Locations handed over at the first instance. For the sake of clarity, if additional Location is handed over in the Second Concession Year, the Concession Fee applicable for such location will be the Concession Fee for Second Concession Year.

9. Taxes and other charges

- (i) In addition to the Concession fee, the Concessionaire shall be required to pay such Utility Charges and such other charges as set out under the Concession Agreement or as decided by Authority time to time. If required by the Concessionaire and agreed to by Authority, Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by Authority from time to time.
- (ii) If required by the Concessionaire and agreed to by the Authority, Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by the Authority from time to time.

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(iii) The Concessionaire shall pay all contributions, taxes and insurance premiums and / or statutory charges or any other charges payable under Applicable Law, during its performance under the Concession Agreement and all applicable taxes including GST etc. as applicable, to materials and supplies furnished or work performed hereunder and shall save Authority harmless from liability for any such contributions, premiums, and taxes, and as more particularly set out under the Concession Agreement. Direct taxes on respective income shall be borne by the respective parties.

10. Common Area Maintenance (CAM) Charges

The Concessionaire shall pay to the Authority, the Common Area Maintenance (CAM) Charges in relation to each of the Service Area(s) comprised in the Concession in accordance with this Clause. Such CAM Charges shall be at the rate of 10% (ten percent) of the Space Rent applicable for such area, as may be notified by the Authority from time to time.

11. Utility Charges

The Concessionaire shall pay to the Authority or any other Concessionaire appointed by Authority in this regard, the Utility Charges for use of utilities such as electricity, water, etc. in relation to each of the backup office/ go down area, Service Area, Advertisement Display Location etc. comprised in the Concession in accordance with this Clause. Such Charges shall be paid by the Concessionaire to the Authority or any other Concessionaire appointed by the Authority in this regard, promptly and expeditiously. Such Utility Charges shall be payable at the rate prescribed by the Authority for actual usage to be metered. After raising bills by Authority in respect of electricity/utility charges the concessionaire would be under obligation to make payments within 14 days of bill date.

12. Delay of Payment

(i) Authority shall raise bill by 10th of every month. The concessionaire has to pay the bill by the 25th of the same month failing which interest at the rate of 12% per annum shall be charged for a period for 90 days thereafter. In case, default persists on the 31st day counted from Due Date, Authority will issue a notice of intent to terminate the concession. After expiry of notice period, if the default still persists, Authority to terminate the concession forthwith, in any case not exceeding 90th day from due date.

(ii) With the termination of the contract, the Concessionaire will be debarred for a minimum period of 3 years for participating in any tenders floated for Airports Authority of India. Irrespective of the receipt of the bills from Authority, the Concessionaire is bound to remit the License fee on 25th of day of the current month as per the concession agreement.

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13. Mode of Payment

All payments under this Agreement from the Concessionaire to Authority shall be by way of online payment through Real Time Gross Settlement System (RTGS) to provide for real time interbank payment in favour of such account as may be prescribed by Authority from time to time. All such payments shall be confirmed by written notice/communications with complete details of payments like bill no., deduction of TDS, if any etc.

14. Security Deposit

(i) On or before the date of execution of the concession agreement the selected bidder/SPV shall deposit or before the date of execution of the concession agreement the selected bidder /SPV shall deposit Bank Guarantee equivalent to (6) months Licence Fee of the first year and 2 Months Licence Fee of first year shall be paid in DD/PO with AAI in the first phase with validity up to 4 years.

On or before the commencement of 4th year BG equivalent to 6 months Licence Fee of the 4th year and 2 Months Licence Fee of 4th Year in DD/PO to be deposited in second phase with validity up to 6 months from the date of expiry of the contract period.

Successful bidder will have the option to renew the existing BG for enhanced amount or submit the Fresh BG to AAI.

AAI reserve the right to modify the definition of security deposit and enhance the same according to prevailing AAI policies and guidelines from time to time.

(ii) AAI reserve the right to modify the definition of security deposit and enhance the same according to prevailing AAI policies and guidelines from time to time. The Concessionaire shall procure all Applicable Permits under Applicable Laws, which are required to execute and perform the Agreement and submit copies thereof to Authority.

(iii) Concessionaire will have the option to renew the existing Bank Guarantee for enhanced amount or submit the Fresh BG to Authority.

(iv) The Interest Free Security Deposit shall be deposited either in DD/PO or in the form of a Bank Guarantee (only from a scheduled commercial bank and BG from co-operative banks not acceptable) which would need to be kept valid for a period of six (06) months beyond the expiry of the Concession Term.

(v) The Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

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15. Service Standards and other covenants

The Concessionaire shall at all times comply with the Service Standards and such other covenants as may be prescribed by the Authority from Time to Time.

16. Marketing and Promotional Activities

The Concessionaire is required to participate in all sales and promotion programs, display necessary airport publicity materials, and support all airport-wide promotions, and any other marketing or promotional activities as may be organized by Authority from time to time. The Concessionaire agrees to co-operate with Authority in use of the Advertisement Site(s) in relation to such promotional activities.

17. Sub-licensing / assignment

The Concessionaire shall not sub-contract or sub-concession or assign any of its rights, duties and obligations under the Concession Agreement, in whole or in part.

18. Authority's Brand Support and Promotional Activities

(i) Authority may, at any point in time, develop its brand with service, quality, respect, promise and creativity as its core elements and the Concessionaire is required to uphold these elements of Authority's brand while developing, operating and maintaining the Advertisements at the Airport.

(ii) Concessionaire is also required to participate in all loyalty and promotions to be undertaken by Authority in support of its brand including Airport wide promotions and any other incentive scheme as may be initiated by Authority from time to time. Concessionaire agrees to co-operate with Authority in use of the Advertisement Site(s) in relation to Authority's brand.

(iii) The Concessionaire has to put in place an specifically reserved additional Airport Branding Area as defined in the RFP at its cost which will not exceed five percent (05%) of the Assigned Advertisement Area for Airport Brand Promotion or Social messages of Government of India etc. having no commercial valuations. The area shall be shown in the Location Layout plan and the concessionaire will not be liable to pay any concession fee for this Airport Branding Area.

19. Updated Location Layout Plan

(i) The Concessionaire shall be under obligation to submit to the Authority an updated Location Layout Plan after taking into account the Rationalization Exercises in the previous year in the first quarter of every concession year as a reference document for the balance concession term.



(ii) It would however be obligatory on part of the Concessionaire to assist the Authority to undertake a Joint Physical Verification after submission of the Updated Location Layout plan if called upon to do so.

20. Exit Clause

In the event of Concessionaire causing Unsatisfactory Performance and failing to make amends even after issuance of Notice of Dissatisfaction during the Minimum Lock In Period as defined herein, the Authority will be entitled to terminate the Concession Agreement after issuing Notice of Termination. However otherwise after the expiry of the Minimum Lock In Period both the parties can opt for this route after serving the Notices of Dissatisfaction and Notice of Termination on each other.

21. Gestation Period

(i) The Gestation Period will be that of sixty (60) days starting from the Access Date and expiring on the Concession Fee Commencement date.

(ii) 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 the Advertising Hardware as per approved Location Layout Plan and puts in place the required marketing team to market the Advertising Product in full swing.

(iii) 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 Advertisement Area put to use without having any effect on the Concession Fee Commencement date.

(iv) The Concessionaire would be entitled to a Resurrection Period of Thirty (30) days in respect of Displaced, & Withdrawn Locations which have to be resurrected at an Alternate Location from its Original Location. This resurrection period would be a Concession Fee Holiday Period on proportionate basis in respect of the affected locations only.

(v) The Concessionaire however would not be entitled any Resurrection Period if the relocation of an Original Location to an Alternate Location has been sought under Rationalization Rights.

22. Additional Location(s)

(i) The concessionaire can seek and would be allotted Additional Location (s) subject to operational feasibility on payment of proportionate additional Concession Fee. The allotment of such additional location (s) would however cease on or before the Concession Term expiry date.

(ii) Change in Passenger Terminal Building/Traffic Circulation Car Park Areas and Airport Approach Roads:-



(a) In such an event it would be incumbent upon Authority to provide all necessary details and drawings and inform the Concessionaire at least six (06) months in advance of the Commissioning date of the new facilities so that the Concessionaire can redraw the Location Layout Plan and seek approval of the Authority for implementing the same at the new facilities on their commissioning. The approval of the Revised Location Layout Plan would continue to be governed by the Location Layout Plan Approval Protocol. In the event Authority ensuring the approval of Revised Location Layout Plan and availability of newconcessioned premises for relocation of Advertisement hardware at least sixty (60) days before the commissioning date, it would be deemed that the concessionairehas been provided the necessary resurrection period for relocating the displaced location (s) from its original location(s) to Alternate location (s). In the event of failure of Authority to meet above specified schedule then the necessaryresurrection period and Concession Fee Holidaywould be allowed as if all the affected locations were Displaced/ Withdrawn Locations.

(b) In case the change in Terminal Building facilities and Traffic Circulation Areas results insuspension of business for more than thirty (30) days, the Concession Term shall be extended by the suspended period and the date of annual escalation of Concession Fee shall be reset accordingly.

23. New Advertising Ventures

The Authority may explore additional advertising ventures in consultation with the existing Advertising Rights Concessionaire. Such a venture must be offered to the Existing Advertising Rights Concessionaire onfirst right of refusal basis for the balance period of the Concession Term. In the event Existing Advertising Rights Concessionaire fails to respond favorably within a period of sixty (60) days, the Authority would be free to offer the same through competitive bidding for the balance period of the concession but at a MinimumReserve License Fee not lower than the applicable Concession Fee at thattime. However Authority reserves the right to keep (any advertisement using Wi-Fi/mobile as amedium for any kind of advertisement or interactivity) out of the purview of this new advertising ventures.

24. Displayed Content of Advertisements

- (i) The content of Advertisements displayed at approved locations must be in accordance with the guidelines of Advertisement Standards Council of India.
- (ii) Advertisements with Audio Content will not be permissible.
- (iii) Advertisements by Political Parties recognized by Election Commission of India not violating the Model Code of Conduct would be permitted.



25. Penalty

Authority can impose a fine of Rupees Five Thousand Only (Rs. 5000.00 Only) on the Concessionaire during inspection/audits for every offence, if any staff of Concessionaire is found to be in an inebriated condition/indulging in bad conduct/ creating nuisance/willfully damaging or tampering the sites/ property of the Authority. An indicative list of violations is provided for better understanding as below:-

- a) Any staff of Concessionaire found in drunken condition/indulging in bad conduct.
- b) Any staff of the Concessionaire found creating nuisance.
- c) Improper maintenance & defacement of the Airport Property.
- d) Dishonor of Cheques and Drafts submitted by Concessionaire to Authority.
- e) Misbehavior with staff and commuters of Authority.
- f) Not following safety and security norms as may be indicated by authorized representative of Authority.
- g) Misusing Electricity or tampering with energy meter.

26. Execution of Integrity Pact

(i) The Concessionaire shall execute the Integrity Pact as per the Draft Integrity Pact forming part of the RFP as Form VII within 7 (seven) days from the date of receipt of LOIA.

(ii) The Concessionaire shall execute an Integrity Pact with the Authority. The Authority shall appoint an Independent External Monitor (IEM) to review independently and objectively, whether and to what extent the Authority and Concessionaire have complied with their obligations under the Integrity Pact and Concession Agreement

(iii) In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Concessionaire, or the Concessionaire has made material misrepresentation or has given any materially incorrect or false information, the Concessionaire shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOIA or entering into of the Concession Agreement, and if the Concessionaire has already been issued the LOIA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by Authority to the Concessionaire. In such an event, Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or terminate the Concession Agreement as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under RFP, the Bidding Documents, and/ or the Concession Agreement or under applicable law.

31/03/2020



(iv) The structure which has been erected for display of hoarding shall be maintained by the Concessionaire at his own cost and any damages arising due to wear and tear shall be the sole responsibility of the Concessionaire.

(v) All damages to the installations/property of Authority/Living beings and others caused due to negligence / due to wear and tear of the hoarding structure shall be borne by the Concessionaire.

(vi) Airports Authority of India shall not be responsible for any theft or damages to the hoarding structure / display.

27. Other standard requirements

(i) The Concessionaire shall comply with the requirements of all standard health clauses.

(ii) The Concessionaire his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act, Deduction of PF, Contract labour (Regulation and Abolition) Act 1970, ESIC Act and the provisions of any statutory law applicable to the Concessionaire including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government of India, State Government of Madhya Pradesh and or local body or administration in force from time to time and to the business which the Concessionaire is allowed to carry on under this Agreement and to the area in which the said premises are located.

(iii) The premises are and shall be deemed to be Airport Premises as defined in the Provisions as available in Chapter VA "Eviction of unauthorized occupants Act, of Airports Authority of India Act 1994 (as amended in 2003) and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided under the said Act for eviction of Airport Premises.

(iv) The Concessionaire shall abide by the norms, policy and guidelines / regulations framed by Authority and regulatory authorities related to safety and security aspects of air operations and airport.

(v) The Concessionaire shall abide by all safety and security norms prevailing from time to time and also abide by all the norms prescribed by AAI/BCAS w.r.t. Airport entry passes, etc., and other regulations

(vi) In the event, Airports Authority of India requires the allotted space for other operational requirements the Concessionaire shall be liable to vacate the allotted space within 60 days of the notice in writing. In case the Concessionaire fails to vacate the space, Authority shall levy the damage charges as per the prevailing policy of Authority.

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31/03/2020



(vii) In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Concessionaire, in complying with all or any of the conditions of the Concession Agreement, the Authority will be entitled and be at liberty to determine the licence forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Concessionaire for due performance of Agreement.

(viii) The Concessionaire shall not use the premises for any purpose other than that for which the Licence has been granted.

(ix) The Concessionaire shall obtain and fulfill all necessary permits, licenses and other permissions and statutory requirements as may be mandatory under the law in force at any time with regard to the operation of the subject licence

(x) During the currency of the Concession Agreement, it shall be the responsibility of the Concessionaire to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and the Authority shall not be responsible for any loss or damage caused to the Concessionaire on any account whatsoever.

(xi) The Concessionaire shall pay all rates, assessments outgoings and other taxes including Service Tax as leviable by the State authorities and others for the space allotted from time to time.

This Letter of Intent to Award and RFP Document shall form part of the Concession Agreement.

Thanking you,

Yours faithfully,

6/10/2020
31/03/2020

(Santosh Singh)
Sr. Mgr. (Commercial)
For Airport Director

संतोष सिंह
Santosh Singh

वरिष्ठ प्रबन्धक (संचार/वाणिज्यिक)
Senior Manager (Communication/Commercial)
भा.वि.प्रा. राजा भोज विमानतल, भोपाल
AAI, Raja Bhoj Airport, Bhopal

Enc: 1) Annexure-A
2). Annexure-B

Copy to:

1. ED(Comml.), AAI, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi.
2. RED, AAI, WR, Mumbai
3. Jt.GM (Vigilance), AAI, WR, Mumbai
4. DGM (Comml), AAI, RHQ, WR, Mumbai.

Internal:

In-charge- Finance/Terminal/Engg.Civil/Engg.Elect./Security - Bhopal Airport.

Annexure - A

Advertisement Area Inside Terminal NITB

Sr. No.	Location& Sites as per MAP (Inside)	Type of Advertisement	Dimensions in FT.		Quantity	Area in SQF
H-1	Security Hold Area Ground Floor Behind CISF Counter.	Hoardings – Backlit	12	6	1	72
H-2	Security Hold Ground Floor (Smoking Lounge Wall)	Hoardings – Backlit	12	8	1	96
H-3	Security Hold Area First Floor above Art Gallery	Hoardings – Backlit	15	3	3	135
H-4	Security Hold Area First Floor above Boarding Gate-02	Hoardings – Backlit	15	3	2	90
H-5	Security Hold Area First Floor Middle wall Ac duct facing City Side.	Hoardings – Backlit	10	2.5	2.5	50
H-6	Security Hold Area First Floor Middle wall Ac duct facing Boarding Gate No.02.	Hoardings – Backlit	10	3	2	60
H-7	Aerobridge 1 (cabin walls)	Translites	6	4	4	96
H-8	Aerobridge 2(cabin walls)	Translites	6	4	4	96
H-9	Arrival Area - Above Conveyor Belt (02 Sided) 1 and 2.	Hoardings – Backlit	15	3	4(4X2=8)	360
H-10	Passenger Concourse Area - Curve Area and above Cafeteria. (Inside Terminal Building)	Hoardings – Backlit	15	3	8	360
H-11	Departure - Above check-in counter's(Inside Terminal Building)	Hoardings – Backlit	15	3	11	495
H-12	Arrival Gate - Standee (Inside Terminal Building)	Standee	4	2	1	8
H-13	Arrival Area - Above Arrival(Inside Terminal Building)	Hoardings – Backlit	15	3.5	4	210
H-14	Space for Led Screens, TV, Mobile Charging Units, (Inside Terminal Building)	Electronic Wall	8	10	2	160
H-15	Space for Led TV (Inside Terminal Building)	TV	4	1	2	8
H-16	Totems (Security Hold Area Ground Floor and First Floor) Arrival, Departure, Passenger Concourse.(Single Side as well as double side)	Totems (Advertisement Board)	10	4	21	840
H-17	Mobile Charging Unit	Mobile Charging Unit	2	2	4	16
Total						3152

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31/03/2020

Annexure - B

**Advertisement Area Outside
Terminal NITB**

Sr. No.	Location& Sites as per MAP (Outside)	Type of Advertisement	Dimension s in FT.		Quantit y	Area in SQF
B-1	Wall above Airport Terminal Manager Office	Hoardings – Backlit	15	8	1	120
B-2	Left hand side wall near arrival gate city side.	Hoardings – Backlit	15	8	1	120
B-3	Unipole, Arrival and Departure Way outside terminal building	Unipole	16	8	2	256
B-4	Pole Kiosks, Outside terminal building	Pole Kiosks	4	3	30	360
	Total					856

Handwritten signature
31/03/2020

Signature Not Verified

Digitally signed by SANTOSH SINGH
Date: 2020.03.31 13:51:09 IST
Location: eProcurement System for Central PSUs