



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No: AAI/Goa/Comml./Baggage Trolley/2021/128/167

Dated: 28-06-2021

To,

M/s Digital Designer

900/2, Mount View Apts.,

NH-17, Alto Provorim,

Bardez, Goa - 403501.

Email:- digitaldesignergoa@gmail.com

Contact No. - 8070400400

Sub: Award of license for Baggage Trolley Advertisement Rights Cum Retrieval Facility at Goa International Airport, Goa. (E- Bid No. 2021_AAI_67205_1)

Dear Sir (s),

This has reference to your participation in the subject tender whose technical and financial bids were opened on 11-02-2021 and 17-05-2021 respectively, we are pleased to inform you that the Competent Authority has decided to award the subject licence to you on the following terms and conditions:-

1. You shall operate licence for Baggage Trolley Retrieval Cum Advertisement Rights thereon at NITB of Goa Airport whose area / location is as follows:-
Area & Location
Inside Terminal Building, New Integrated Terminal Building, Goa Airport, Goa. Number of trolleys is 1440 approx.
2. The period of Licence shall be three (3) years.
 - a) The licence can be terminated by giving sixty (60) days' notice in writing from either side without assigning any reason.
 - b) AAI can also terminate the licence on a short notice on account of un-satisfactory performance.
 - c) Termination on expiry of the specified time period allotted for resolved internal dispute resolution.
3. You shall be required to convey the acceptance of this award letter within 07 days from the date of the award along with the duly signed duplicate copy of this award letter.
4. You shall pay the licence fee @ Rs.13,92,000/- (Rupees Thirteen Lakh Ninety Two Thousand Only) per month. This would be subject to annual compounded escalation @ 10% every year.
5. GST (presently @18%) or any other tax levied by State / Central Govt. as applicable from time to time will be extra & payable by you.
6. AAI shall raise bill on or before 10th of every month. The concessionaire has to make payment of license fee etc. by 25th of same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

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7. You shall pay one month advance licence fee including GST @18% amounting to Rs.16,42,560/- (Rupees Sixteen Lakh Forty Two Thousand Five Hundred sixty Only) within 15 (fifteen) days from the date of this letter of intent / award. The amount has been arrived at as follows:-

a. Monthly Licence fee	-	Rs.13,92,000/-
b. Add GST@18% on a above	-	Rs. 2,50,560/-
c. a+b	-	Rs. 16,42,560/-

8. The Security deposit amounting to Rs.79,49,990.4/- , rounded off to Rs.79,50,000/- (Rupees Seventy Nine Lakh Fifty Thousand Only) equivalent to last four (4) months licence fee including GST @ 18% shall be deposited by you to AAI in absolute favour of Airports Authority of India, Goa . The SD amount equivalent to **2(TWO)** months concession fee to be submitted in the form of BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, will not be accepted) and balance **2(TWO)** months equivalent concession fee by way of NEFT/RTGS or DD/PO. (For the purpose of calculation of SD Amount, License Fees in the third Year may be arrived at by escalating quoted license fees by 10% annually; however, actual escalation as per escalation formula shall be applicable for billing purpose. The amount has been arrived at as follows:-

a. Last year Monthly Licence fee	-	Rs. 67,37,280/- (13,92,000x1.10x1.10 x 4)
b. Add GST tax@18% on an above	-	Rs. 12,12,710.4/-
c. a+b	-	Rs. 79,49,990.4/-

Rounded off to Rs.79,50,000/-

No Interest is payable on Security Deposit by AAI

The payment in the form of cash through NEFT/RTGS mode can be made by using bank particulars of AAI, Goa as mentioned below: -

Bank Account No. (Current account) - 33814679549
Bank Name and Branch Address
STATE BANK OF INDIA, SHOP NO.26/27/28, ANAND TOWERS II, AIRPORT ROAD,
CHICALIM, GOA 403 801
IFSC CODE - SBIN0010721

9. Business Incubation Period shall mean a period of 30 Days from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA and NIET.

10. Handing Over of Sites:

- Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
- If the Licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 31st day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.
- In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/license period of incumbent licensee is not over, then, date of hand over of site should

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not be later than 7th day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

11. Gestation Period:

a. Gestation period of 90 Days-

- 30 days for retrieval of trollies;
- 60 days for planning, implementation of business development for procuring advertisement on the trollies

NOTE: However, actual billing will start from 91st day for all trollies and in cases where part trolley(ies) with advertisement is/are introduced before the expiry of gestation period, pro rata billing will be done.)

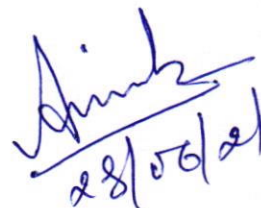
b. No gestation period is to be permitted in case of renewal/award of the concession/license in favor of the existing licensee in the same place (i.e. same area as well as location). However,

- i. where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/license premises, normal gestation period, as defined above, may be permitted.
- ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

12. Number of trolleys indicated i.e.1440 approx. is minimum for which licensee has to pay quoted licence fee.

AAI, at its discretion, may increase number of trolleys based upon operational requirements and for passenger facilitation and it shall be obligatory on the part of the licensee to take over such additional trolleys and shall ensure proper retrieval, positioning along with clean/upkeep of said additional trolleys in addition to the existing trolleys. The license will also be given the right to display advertisement on the additional trolleys as well, however billing for the same will be done on pro-rata basis after completion of gestation period (as per NIET) or actual display/advertisement on trolleys, whichever is earlier.

No rebate in the quoted licence fee shall be applicable for the late or delayed or non-availability of the trolleys or advertisement thereon and the licensee shall have to pay the quoted licence fee from the date of completion of the gestation period or actual commencement of facility/business, whichever is earlier.


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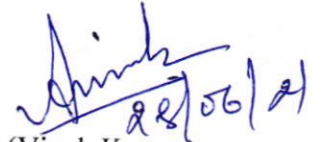
13. The licensee shall regulate the use of free baggage trolleys by the passengers and retrieve them and position them in the specified areas of the terminal building.
14. The Licensee shall have the right to display advertisement on the baggage trolleys.
15. The Licensee, his agents & servants shall observe, perform & comply with all Rules & Regulations for the Minimum Wages Act, & the provision of any statutory law applicable to the licensee including any Rules & Regulations made by the Airports Authority, Civil Aviation Department or any other Departments of Government and/or local body or administration in force from time to time & do the business which the licensee is allowed to carry under this contract.
16. The Airport Entry Security Pass shall be issued to the staff working against written application in the prescribed format for which you are required to submit the Character & Antecedent Verification report issued by the concerned jurisdictional Police Authorities. No Airport Entry Passes shall be issued without Police Verification. The staff shall be constrained only in the scope of work area and no kind of canvassing is permitted. Any person found violating the provisions, their Airport Entry Pass shall be confiscated & the person shall not be permitted to enter the Airport again.
17. The personnel employed by the licensee should be medically fit to undertake the work of retrieval of trolleys, preferably less than 60 years of age and should not suffer from any contagious disease. The personnel employed by the licensee shall produce medical certificate to AAI as and when demanded to the requisite effect. The personnel employed by the licensee shall be provided with uniform by the licensee at its own cost and the employee should turn up for duties neatly dressed with their names displayed.
18. Terminal Manager, AAI, Goa Airport will be the Officer coordinating the retrieval and upkeep of the trolleys in the terminal buildings. Terminal Manager, AAI, Goa will periodically inspect the trolleys and count the trolleys and the licensee shall ensure that all the trolleys handed over to him are positioned in respective place.
19. The Licensee shall not charge any fee from the passenger for using the free baggage trolleys. If it is established that the licensee or their employees are demanding any money from the passengers for the use of fee baggage trolleys the licence is liable to be terminated or removal of its employee for rendering such services. The decision of AAI shall be final and binding.
20. On expiry or termination of the contract, the licensee shall be responsible for handing over of all the trolleys back to AAI in serviceable conditions.

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21. Any trolley missing and damage beyond repair due to negligence/mishandling, the cost of trolley shall be recovered from the licensee.
22. The Licensee shall execute Agreement on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred Only) from Govt. of Goa affixing a duly attested photograph of the signatory on the 1st sheet of the Agreement deed before commencement of the contract.
23. Special terms and conditions as per NIET is attached herewith.
24. This letter along with Special terms and conditions shall also form a part of the agreement and other terms and conditions shall be as per the agreement to be executed and tender documents & corrigendum's for the subject facility.

Thanking you,

Yours Sincerely,



(Vivek Kumar)

Asstt. Mgr(Comml)

For Airport Director

Copy to:-

Internal: Jt.GM (E-E)/ Jt.GM (OPS)/ Jt.GM (F&A)/DGM (Civil)/ CSO/ PA to APD.

(विवेक कुमार)
Vivek Kumar
सहा. प्रबंधक (वाणिज्य)
Asst. Manager (Comml.)
भा. वि. प्रा., गोवा/A.A.I., GOA

SPECIAL TERMS & CONDITIONS

BROAD SCOPE OF WORK AND OTHER SALIENT TERMS AND CONDITIONS OF TROLLEY RETRIEVAL AND ADVERTISEMENT FACILITY

1. The scope of work includes three key aspects:

- a) **Advertisement**
The licensee shall have the right to display advertisement on the baggage trolleys.
- b) **Trolley Retrieval**
The licensee shall ensure availability of trolleys at the airport on a 24/7 x 365 day basis.
Ensure usage of Free Baggage Trolleys by the passengers for carrying their luggage/goods only and retrieve and position them in the specified areas of Arrival/Departure, Inside/Outside the Terminal Building.
- c) **Maintenance** – Proper cleaning on daily basis.

2. Space for Advertisement on Trolleys:

- ☐ Trolleys to be supplied by AAI, will have space (not exceeding 6 sqft each) for the purpose of displaying advertisement, in any direction, on trolley. Designing/Fabrication and installation of the Display Boards and advertisement thereon shall be arranged by the licensee at its own cost to offer a pleasing ambience standard to Airport. The material used by the licensee should be such that it enhances the aesthetic of the trolleys.
- ☐ All display/signage should be of standard/uniform shape and size for all trolleys and has to be approved by AAI.
- ☐ Objectionable material display will not be permitted. AAI also reserves the right to not allow any advertisement of certain commodities/products.

3. LICENCE FEE AND REBATE :

- ☐ The licensee shall pay the quoted license fee.
- ☐ AAI, at its discretion, may increase number of trolleys based upon operational requirements and for passenger facilitation and it shall be obligatory on the part of the licensee to take over such additional trolleys and shall ensure proper retrieval, positioning along with clean/upkeep of said additional trolleys in addition to the existing trolleys. The license will also be given the right to display advertisement on the additional trolleys as well, however billing for the same will be done on pro-rata basis after completion of gestation period (as stated in Para B above) or actual display/advertisement on trolleys, whichever is earlier.
- ☐ The Licensee shall promptly handover the defective trolleys to AAI, Goa and no rebate will be entertained on the grounds of trolleys in unserviceable condition in possession of the licensee.

4. Statutory/Requisite Approvals:

- ☐ The licensee shall ensure that permits/sanctions/approvals of Central Govt/State Govt/Local Govt bodies or any other statutory/regulatory body(ies) are obtained for advertisement display on trolleys at airport, the authority shall not entertain any rebate/claim of damages/consequential loss etc. on this ground.

5. Termination:

- ☐ The contract can be terminated by AAI in case of unsatisfactory performance and in such a scenario a notice of dis-satisfaction will be issued to the licensee for which reply is to be received within 30 days there from.
- ☐ In case there is no improvement to the satisfaction of AAI, a 60 days" notice of termination of concession is to be issued to the licensee.
- ☐ Evaluation of the performance of the licensee will be based on parameters: Timely rendering of services, Quality of works/services, Compliance with statutory requirements, Safety consciousness, Maintenance of staff in proper uniform;
- ☐ Contract termination can be initiated due to either of, but not limited to, the following reasons:
 - o Non-payment of penalties for 2 or more months;
 - o or more licensee infractions and/or penalties for 2 or more months;
- ☐ On expiry or termination of the contract, the licensee shall be responsible for handing over of all the trolleys back to AAI in serviceable conditions.
- ☐ All the trolleys shall remain the properties of AAI and on the expiry of expiry or termination of the contract, the licensee shall have to ensure to hand over all the trolleys back to AAI in serviceable conditions. The cost of any shortfall or damages shall be recoverable from the licensee.

6. Penalties:

- ☐ Provision of porter services by manpower of licensee is strictly prohibited and beyond the scope of this license. In case, it is found that porter services are being provided by the manpower of licensee, a penalty of Rs. 2,000/- in the first instance, and Rs. 5,000/- on subsequent instance(s) shall be levied by the Terminal Manager. AAI is entitled to terminate the license if such violation occurs quite often.
- ☐ The penalties will also be imposed on following violation by the licensee:

S.No.	Description of Irregularities	Penalty
i)	Non deployment of sufficient manpower	Rs.2,000/- per violation
ii)	Non availability of sufficient number of trollies at designated places	Rs.1,000/- per violation
iii)	Non-retrieval of trollies/trollies found scattered and lying here and there	Rs.1,000/- per violation
iv)	Trolley (ies) being used for any other purpose other than the intended purposes	Rs.1,000/- per violation
iv)	Trolley (ies) found uncleaned/dirty	Rs.500/- per violation
vi)	Staff not in uniform/without ID Card	Rs.500/- per violation per staff
vii)	Misbehaviour of the staff with passenger (s) or any employee(s) of AAI/other agencies at the airport.	Rs.500 per violation

7. Others:



- ☐ For the purpose of operation and positioning of trolley as provided herein above, Airport Authority of India shall issue entry passes to the personnel of the licensee, as per BCAS norms. AAI shall have the right to withdraw such passes issued to such personnel whose behavior is found or reported to be bad.
- ☐ In case, any employee of the licensee is found engaged in doing any other work which is not relevant to the scope of this license, his/her entry permit shall be confiscated and cancelled. The licensee shall dispense with his/her services forthwith and arrange for suitable replacement immediately.

8. Operation and Management of Trolleys:

- (a) Inspection and counting of trolleys will be conducted by AAI, Goa on monthly basis in presence of authorized representative of the licensee. In case, any trolley is missing or damaged beyond repair due to negligence/mishandling, the cost of such trolley shall be recovered from the licensee.

(b) **ROLES & RESPONSIBILITIES OF AAIs AND LICENSEE**

- AAI, Goa shall initially supply 1440 (approx.) nos. of baggage trolleys to the licensee in serviceable condition.
- Handing/Taking over of trolleys will be done by Operation/ Technical Department within 30 days from the date of issue of award letter to the complete satisfaction of the licensee.
- All the trolleys shall remain property of AAI. Trolleys handed over to the licensee should be duly numbered.
- AAI at one side and the licensee on the other, will ensure minimum availability of 90% of serviceable trolleys for passenger facilitation.
- The licensee shall ensure that the trolleys are cleaned and in a presentable manner, free from dust accumulation, stickers and grease.
- A register is to be kept with the Duty Terminal Manager, AAI in which the defects are to be recorded on weekly basis by the licensee. Status in respect of serviceable trolleys available for passengers is also to be recorded. The defective trolley(ies) shall be handed over to the Technical Department of AAI and it should be recorded in the register with no. of such trolley and date.
- Operation/ Technical Department of AAI has to ensure proper maintenance and upkeep of trolleys through an AMC contractor.
- Operation / Technical Department of AAI to maintain trolleys in standby to ensure availability of at least 90% of trolleys in serviceable condition to the vendor at all times.
- AAI and the licensee both will ensure minimum availability of 90% of serviceable trolleys for passenger facilitation.
- The licensee shall ensure that scattered trolleys are collected from all the areas in and around the Terminal Building, Kerb side, Car Park,



basement etc. and re-distributed in accordance with the trolley deployment plan.

- The licensee shall ensure that trolley movement is done in a discreet and organized manner without inconveniencing the passenger movement or airport processes.

c) TROLLEY DEPLOYMENT PLAN

- ☐ The Trolley deployment plan shall be intimated to H1 bidder post award as per flight schedule and passenger movement at Goa Airport.
- ☐ Deployment plan may be updated by AAI time to time based on flight schedule and passenger.
- ☐ Ensure trolleys are placed in assigned locations and no scatter is observed for an unreasonable time at any unassigned locations.
- ☐ Check in Counters – Trolleys should be regularly retrieved from near Check-in-counter areas. The licensee to ensure that the no trolleys may not be scattered/accumulated for an reasonable time.

d) MANPOWER DEPLOYMENT AND THEIR SERVICE CONDITIONS

- The licensee shall engage and deploy sufficient numbers of skilled and experienced personnel for the execution and performance of Operation and Maintenance Services which include retrieval, positioning and daily upkeep/cleaning of trolleys, either through itself or through third party or outsourcing of manpower and it shall also be over all responsibility of the licensee that the personnel are:
 - ☐ Skilled, trained and experienced;
 - ☐ Properly dressed in clean uniform clearly depicting that the service is free and identity cards for all seasons which shall be finalized/approved in consultation with AAI. Minimum two sets of uniform shall be provided to the workers and entire expense for the same shall be borne by the licensee;
 - ☐ Physically fit and for the intended purpose and have fulfilled the BCAS AEP requirement. Medical fitness certificates approved by certified doctors should be submitted to AAI;
 - ☐ Imparted training of supervisory once per quarter and the licensee has to share training plan in advance.

- The licensee will solely be responsible for service conditions (including minimum wages, bonus, PF, ESI, Insurance and other statutory compliances etc. as per prevailing laws of the land) of workmen employed by it for the purpose of carrying out the functions under the contract.
- There will be no direct employee-employer relation between AAI and the workmen of the licensee.
- In case any damage/loss is caused to any property of AAI or that of the passenger(s) by the workers of the licensee, then the licensee shall be liable to make good of the said loss/damage at its own cost and AAI shall not be responsible for the same.

Vivek
28/06/21
AAI (Comm)

Signature Not Verified

Digitally signed by VIVEK KUMAR PAL
Date: 2021.08.10 17:04:14 IST
Location: eProcurement System for Central
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