



भारतीय विमानपत्तन प्राधिकरण/AIRPORTS AUTHORITY OF INDIA
विमानपत्तन निदेशक का कार्यालय/OFFICE OF THE AIRPORT DIRECTOR
बागडोगरा कास्टम हवाई अड्डा/BAGDOGRA CUSTOMS AIRPORT
जिला: दार्जिलिंग/Dist-DARJEELING, पिन: 734421/PIN-734421
Phone: 0353-2698431, Fax: 0353-2698317

Ref no. AAI/BD/COMML/TROLLEY ADVT/AWARD/1747

Date 01.11.2021

To,
M/s. Suraha Communications
823, Jawpur road, Dum Dum,
Kolkata-700074.

Sub: Award of License for Trolley Retrieval cum Advertisement Rights at Bagdogra Airport.

Ref: E-bid no. 2021_AAI_87639_1 dated 09.09.2021.

Sir,

Reference may please be made to Tender Notice No. AAI/BDCOMML/BTR/ dated 09.09.2021 and E-bid no. 2021_AAI_87639_1 for the subject facility at Bagdogra Airport. The Competent Authority is pleased to award the license of **Trolley Retrieval cum Advertisement Rights** at Bagdogra Airport to **M/s Suraha Communications** subject to following terms and conditions.

1. The period of licence shall be for **01 (One) year, extendable by 06 months** from the date of commencement of contract or expiry of gestation period whichever is earlier.
2. License fee for this contract is **Rs.24,800/- (Rupees Twenty Four Thousand Eight Hundred only)** per month for **800 nos. of Trolleys** (i.e. Rs.31/- per trolley per month) plus applicable taxes.
3. **Rate of Escalation:**

(a) Annual escalation in the license fee linked with passenger growth in the following manner:

S.No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	upto 5% (including negative growth)	5%
2.	Greater than 5% and upto 18%	10%
3.	Greater than 18%	15%

Signature
01/11/21

- (b) The first annual escalation will be applicable after completion of one years +six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
4. AAI shall raise bill on or before 10th of every month. The concessionaire has to make 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 the due date for delay period of 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.
5. Business incubation period shall mean a period of **15 days** from the date of issuance of LOIA to the selected bidder. The agency will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA.
6. Handing Over of Sites:
- a) Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
 - b) 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 **16th day** of issuance of LOIA. However, actual handing over of sites shall only be done after completion of all conditions of award.
7. Gestation period: **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(s) with advertisement is/are introduced before the expiry of gestation period, pro rata billing will be done.
8. It may be noted that the Earnest Money Deposit may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of one (01) year, on account on non-completion of the following:

(a) **Acceptance of award:** Acceptance of the offer within **seven (07) days** from

 07/11/24

the date of issuance of the award letter addressed to the party.

- (b) Payment of one month advance space rent of **Rs.24,800/-** plus 18% GST i.e. **Rs.29,264/-(Rupees Twenty Nine Thousand Two Hundred Sixty Four Only)** by RTGS/NEFT within 15 days from the issuance of the award letter.
 - (c) Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 3 months equivalent Concession fee i.e. **Rs.74,400/- (Rupees Seventy Four Thousand Four Hundred Only)** to AAI as an interest free security Deposit. The SD amount to be submitted in the form of BG/RTGS/NEFT from any scheduled commercial bank having a validity of 180 days from the date of expiry of contract (Bank Guarantee from co-operative bank, even scheduled, will not be accepted).
 - (d) Execution of the Agreement in Non-judicial stamp paper of Rs.100/- within 07 days from the date of issuance of award letter (Stamp Duty and Agreement Registration Fees to be borne by the licensee).
9. If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.
10. As per the BCAS, AVSEC Circular No-16/2009, for Security/Entry Pass for Legitimate function all Auxiliary Service provider have to be Security cleared by concerned Regional Director (BCAS) and the local police verification reports of the firm and their owners intimate to BCAS headquarters. For further clarification contact (Chief Security Officer) office before commencement of contract.
11. The licensee shall not terminate the licence before the expiry of the period of the license except by giving **60 days notice** in writing, otherwise the licensee shall be liable to pay to the authority (without any demur or question) such amount of money as the authority may decide as due to it by the licensee. The licence can be terminated by the authority by giving **60 days notice** in writing without assigning any reason thereto.
12. The Licensee shall be allowed to exercise his rights only after payment of Security Deposit, Advance license fee, communication of his acceptance of the terms and conditions and after execution of separate agreement on Rs. 100/- (Rupees hundred only) for Licence.
13. **NOC/Approval plan:** The party is requested to apply to AAI for NOC/Approval with acceptance letter.
14. 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 licensees behalf and recover the amount thus disbursed from the licensee. No claim in any respect regarding his property/goods shall be entertained by AAI.

 01/11/24

15. The Licensee shall make arrangement to obtain appropriate Insurance cover in respect of all properties/goods, if any, proposed to be stored or used by the Licensee.
16. The Licensee shall deal with all the passengers/visitors with extreme courtesy and caution and any complaints from public about misbehavior of licensee or his/her employees shall be construed as grounds for non-performance.
17. The licensee shall not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
18. It should be ensured that the personnel engaged by you at the counter should confine within the premises only. No soliciting or canvassing of business shall be done by the licensee.
19. AAI shall be at liberty to grant licence for similar facility at the Airport in similar/other locations for which the licensee shall have no objection to the same.
20. The Licensee shall keep a complaint book in a prominent location at points, which has to be made available for inspection by authorised representative of AAI.
21. The design of the structures of the submitted to the Airport Director, Bagdogra.
22. **The provision of Penal action as under:**
In case, the licensee is found to be a frequent defaulter in regular payment of dues of AAI and ultimately fail to recoup the security deposits and make the payment of outstanding dues towards license fee, electricity charge, space rent and interest on delayed payment, if any upto the date of determination of the contract by AAI/licensee, Authority shall have the right to debar such licensee from participating in future tenders in the Authority for a period of three years. Further, the payments delayed will also be liable for interest as applicable, in terms of the Agreement. The licensee has to operate the contract minimum 50% of the contract period, failing which you may be debarred from participating in any tender in the AAI for a period of one year.

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 365day 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

- a) 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.
- a) All display/signage should be of standard/uniform shape and size for all trolleys and has to be approved by AAI.
- b) 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

- a) The licensee shall pay the quoted license fee.
- b) AAI, at its discretion, may increase number of trollies based upon operational requirements and for passenger facilitation and it shall be obligatory on the part of the licensee to take over such additional trollies and shall ensure proper retrieval, positioning along with clean/upkeep of said additional trollies in addition to the existing trollies. The license will also be given the right to display advertisement on the additional trollies 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 trollies, whichever is earlier.

4.Statutory/Requisite Approvals

- a) The licensee shall ensure that permits/sanctions/approvals of Central Govt/State Govt/Local Govt bodies or any other statutory/regulatory body (s) 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

- a) 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.
- b) In case there is no improvement to the satisfaction of AAI, 60days "notice of termination of concession is to be issued to the licensee.
- c) In the meantime, if required, Airport Director can provide the facility either through expenditure contract or inviting short term quotation before initiating the proper tender procedure.
- d) 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;
- e) Contract termination can be initiated due to either of, but not limited to, the following reasons:
 - i. Non-payment of penalties for 2 or more months;
 - ii. or more licensee infractions and/or penalties for 2 or more months;
- f) 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.
- g) All the trollies 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 trollies back to AAI in serviceable conditions. The cost of any shortfall or damages shall be recoverable from the licensee.

6. Penalties

- a) 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.

- b) 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 (s) being used for any other purpose other than the intended purposes	Rs.1,000/- per violation
v)	Trolley (s) found uncleaned/dirty	Rs.500/- per violation
vi)	Staff not in uniform/without ID Card	Rs.500/- per violation per staff
vii)	Misbehavior of the staff with passenger (s) or any employee(s) of AAI/other agencies at the airport.	Rs.500 per violation

7.Others

- a) 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.
- b) 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 dispenze with his/her services forthwith and arrange for suitable replacement immediately.

8.Operation and Management of Trollies

a) CONSTITUTION OF COORDINATION COMMITTEE AND OPERATING PROTOCOL

- i. Airport Director will form a Protocol & Coordination Committee comprising representatives from Operation /Technical Departments and Commercial Department which will coordinate retrieval and upkeep of the trollies in the terminal building. Inspection and counting of trollies will be conducted by the above



team on monthly basis in presence of authorized representative of the licensee and the report so generated by the Technical Department will be submitted to the Airport Director for further action.

- ii. 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 AAI"s COORDINATION COMMITTEE AND LICENSEE

- i. AAI Technical Department shall initially supply 800 nos. of baggage trolleys to the licensee in serviceable condition.
- ii. Handing/Taking over of trolleys will be done by Technical Department within 30 days from the date of issue of award letter to the complete satisfaction of the licensee.
- iii. All the trollies shall remain property of AAI. Trolleys handed over to the licensee should be duly numbered.
- iv. Technical & Operation Department, AAI at one side and the licensee on the other, will ensure minimum availability of 90% of serviceable trollies for passenger facilitation.
- v. The licensee shall ensure that that the trolleys are cleaned and in a presentable manner, free from dust accumulation, stickers and grease.
- vi. 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 trollies available for passengers is also to be recorded.
- vii. Technical Department of AAI has to ensure proper maintenance and upkeep of trollies through an AMC contractor.
- viii. Technical Department of AAI to maintain 50 trollies in standby to ensure availability of at least 90% of trollies in serviceable condition to the vendor at all times.
- ix. AAI and the license both will ensure minimum availability of 90% of serviceable trollies for passenger facilitation.
- x. The licensee shall ensure deployment of minimum number of trolleys at predefined locations at all time as mentioned in the "Trolley Deployment Plan".
- xi. The licensee shall ensure that scattered trolleys are collected from

 02/11/24

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.

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

c) MANPOWER DEPLOYMENT AND THEIR SERVICE CONDITIONS

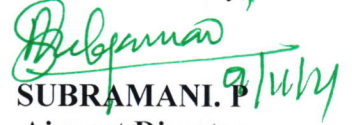
- i. The licensee shall engage and deploy sufficient numbers of skilled and experienced personnel for the execution and performance of Operation and Maintenance Services which include retrieval, positioning and daily upkeep/cleaning of trolleys, either through itself or through third party or outsourcing of manpower and it shall also be over all responsibility of the licensee that the personnel are:
 - a) Skilled, trained and experienced;
 - b) Properly dressed in clean uniform clearly depicting that the service is fee 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;
 - c) 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;
 - d) Imparted training of supervisory once per quarter and the licensee has to share training plan in advance.
 - ii. 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.
 - iii. There will be no direct employee-employer relation between AAI and the workmen of the licensee.
 - iv. 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.
9. This award letter is part of the licence Agreement.


10/11/24

10. All other terms and conditions mentioned in NIT documents accepted by you shall be applicable.

Please acknowledge the receipt of the letter.

Yours faithfully,



SUBRAMANI. P

Airport Director

AAI, Bagdogra Airport