



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA



संदर्भ सं /Ref. No. AAI/RV/08/BTA/22/ 1018-25

दिनांक/Date: 04.04.2022

Office Copy

To
The Proprietor,
M/s. SP Enterprises,
H.No. 1084, Datla SP House,
Beside Grama Sachivalayam,
Peddagummuluru Village (POST)
S. Rayavaram Md, Visakhapatnam Dt.
Andhra Pradesh - 531083.

SUB: Advertisement Rights cum Trolley Retrieval at Rajahmundry Airport - Award of License - Reg.

Sir,

Reference may please be made to your participation in the tender against the NIT with tender ID **2022_AAI_102392_1** floated on 19.10.2022 for award of the License for ADVERTISEMENT RIGHTS CUM TROLLEY RETRIEVAL at Rajahmundry Airport for a period of three (03) years.

1. We are pleased to award License for ADVERTISEMENT RIGHTS CUM TROLLEY RETRIEVAL in Rajahmundry Airport for a period of **three (03) years** on the following terms & conditions:

a)	License for	ADVERTISEMENT RIGHTS CUM TROLLEY RETRIEVAL in Rajahmundry Airport for a period of three (03) years	
b)	No of Trolleys	120 (as per NIT)	
c)	License Period	Three (03) years.	
d)	License fee per month with yearly escalation of 10%	First year + Six months	Rs. 5,334/- per month (Five thousand three hundred and thirty-four only) + GST@18%
		Subsequent Second year	Rs. 5,867.4/- per month (Five thousand Eight hundred and Sixty-Seven rupees Fourty Paise only) + GST@18%
		Subsequent Third year (Last six months only)	Rs. 6,454.14/- per month (Six thousand Four hundred and Fifty-Four rupees and Fourteen Paise only) + GST@18%
e)	Security Deposit	Security Deposit equivalent to 4 months first year license fee is required to be deposited in the form of BG from any scheduled commercial bank (Bank Guarantee from co-operative bank, even scheduled, or in form of FDR will not be accepted) or by way of NEFT/RTGS The amount is Rs.21,336/- (4 months first year)	
f)	Advance license fee	Rs. 6,294/- (Rs. 5,334/- + GST @ 18% i.e. Rs. 960/-) Rupees Six thousand Two hundred and ninety-four only)	
g)	Business Incubation period	A period of 15 days from the date of issuance of this award letter.	
h)	Handing Over of Sites	a. Sites will be handed over 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 16 th day of issuance of LOIA i.e.	



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		immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.
i)	Gestation Period	Gestation period of 90 Days, reckoned from the date of handing over of sites shall be permissible. - 30 days for retrieval of trollies. - 60 days for planning, implementation of business development for procuring advertisement on the trollies.

- An Agreement is to be executed as per the format attached herewith on a non-judicial stamp paper of the value of Rs.100/-, by the authorized signatory of M/s SP Enterprises. The agreement should be executed **within Business Incubation period from the date of issue of this award letter.**
- That the licensee shall deposit an amount equal to 04 months of license (based on first year license fee) fee as Security Deposit in the form of RTGS/NEFT/ Bank Guarantee from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable). In case of Bank Guarantee, it should be issued by the Nationalised / Scheduled Banks. **The validity of the Bank Guarantee should be additional six months from the date of expiry of the contract.** Specimen copy of the bank guarantee is present in Annexure K of NIT document. No interest shall be payable on the security deposit and electricity deposit. In case the licensee wishes to make payment through RTGS/NEFT, it should be deposited in the Account of "Airports Authority of India, AAI, A/c No. 40533447477, STATE BANK OF INDIA, Old Airport Complex, G.N.T. Road, Meenambakkam, Chennai, IFSC Code SBIN0005789, 9-Digit MICR No. 600002062 and SWIFT/IBAN - SBININBB298.
- The Deposit of Advance License Fee of Rs. 6,294/- is required to be deposited within 15 days from the date of issue of this award letter in the form of RTGS.
- The party shall be **liable to be debarred** for further participation in AAI's tender(s)/ e-tender(s) for a period of one (1) year, on account of non-completion of the following:
 - Acceptance of the offer within seven (07) days from the date of issuance of the award letter addressed to the party.
 - Payment of advance license fee for one month within 15 days from the date of issuance of the award letter.
 - Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to four (04) months equivalent license fee of the first (01st) year to AAI as an interest free security Deposit. The SD may be deposited in the form of RTGS/NEFT/ Bank Guarantee in the prescribed format given in Annexure: K.
 - Execution of the Agreement within 15 days from the date of issuance of award letter (On stamp paper of appropriate value, related costs to be borne by the licensee).
 - Commencement of the facility within gestation period.
 - If the licensee does not operate the license up to 50% of the contract period, then the party is liable to be debarred for one year from the date of issuance of orders.
- The license can be terminated by giving **60 days' notice in writing from either side** without assigning any reason. However, the license can be terminated by AAI on a short notice on account of unsatisfactory performance. The licensee shall be debarred from participating in any tender in AAI for a minimum period of one year in case the licensee does not operate the contract for 50% of the total contract period.

विमानपत्तन निदेशक का कार्यालय, राजमंड्री हवाई अड्डा, मधुरपूडि (पोस्ट), राजमंड्री - 533 102

O/o The Airport Director, Rajahmundry Airport, Madhurapudi (Post), Rajahmundry - 533 102

दूरभाष / Phone: 0883 - 2020111, टेली फैक्स / Tele - FAX: 0883 - 2487852



7. 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, 60 days' notice of termination of concession is to be issued to the licensee.
- 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.
- 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:
 - Non-payment of penalties for 2 or more months;
 - 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 trollies back to AAI in serviceable conditions.
- 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.

8. 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:

Sl. 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)	Misbehavior of the staff with passenger (s) or any employee(s) of AAI/other agencies at the airport	Rs.500/- per violation



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9. 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.

10. Other Terms & Conditions:

- a) The licensee shall use only the space available on trolleys for display of advertisement.
- b) The licensee shall not be permitted to make any alteration or addition in the structure of trolleys.
- c) The licensee shall be responsible for safety of trolleys and upkeep/retrieval of the trolleys in good order and condition at the Airport.
- d) The licensee shall be required to obtain all clearances required for operating the said facility from the concerned authorities. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS through <http://e-sahaj.gov.in/esahajmoca> or any other way or any other regulatory agency as required, before starting the business at AAI Airport.
- e) The licensee shall not unless with the written consent as aforesaid assign or transfer the license or any part thereof.
- f) The licensee shall ensure compliance of labour laws such as registration with PF, ESI and payment of minimum wage and bonus etc. and should also ensure compliance of contract labour provisions.
- g) Issuance of Airport Entry Pass shall be as per BCAS guidelines and the charges, if any, shall be borne by the licensee.
- h) Any disputes arising out of this license, the decision of AAI in the matter shall be final and binding.
- i) The license fee shall always be paid in advance or before the due date of every month failing which 9% interest charges per annum shall be payable by the licensee for the delay period of upto 30 days from the due date. If the delay period is more than 30 days



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from the due date, then interest at the rate of 18% per annum shall be charged from the due date for entire delay period.

- j) The licensee shall also abide all the terms & conditions and rules/regulations of AAI, BCAS, CISF and any other regulatory agencies as may be enforced from time to time with respect to Airport Security operation.
 - k) The Licensee shall use the premises for the bonafide purpose, for which the license is awarded and for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
 - l) The Licensee shall not erect or display any advertisement or signboard except after obtaining the prior approval in writing of the Authority.
 - m) The licensee shall display only the name of his firm as per the dimensions determined by AAI, on the premises allotted.
 - n) The licensee shall maintain the allotted premises clean and tidy.
11. All the conditions mentioned in the Notice Inviting Tender, General Terms & Conditions and Special Terms & Conditions are in toto part & parcel of this award letter and forms part and parcel of the agreement.
12. If the above offer and terms & conditions are acceptable to you, please convey your acceptance within 07 days of issue of this award letter, by signing and returning the photocopy of the award letter as a token of acceptance and complete the formalities mentioned in para - 1 to para - 5 in order to commence commercial operation of the said license.

Yours Faithfully

 04/04/2022

(MANOJ KUMAR NAYAK)
Airport director
Airports Authority of India
Rajahmundry Airport

Copy to:

- 1. Commercial SR, AAI, RHQ, SR, Chennai
- 2. Incharge (Engg. - Civil), Rajahmundry Airport
- 3. Incharge (Engg. - Electrical), Rajahmundry Airport
- 4. CSO, Rajahmundry Airport
- 5. Incharge (Airport Ops.), Rajahmundry Airport (TERMINAL - TV - CHARGE)
- 6. Incharge (F&A), Rajahmundry Airport
- 7. Incharge (Technical Dept.)

OK