



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

Comml/TI & T2/Trolley/2022/

Date-28-11-2022

To
M/s. Lets Converse Consulting Pvt Ltd,
1A, 166B, Merlin Links,
Shyam Prasad Mukerjee Road,
Kolkata- 700026.

Subject : Award of License for "License for Passengers Baggage Trolley Retrieval Cum Advertisement Rights Facility at New Domestic Terminal Building (T1) and International Terminal (T2), Biju Patnaik International Airport Bhubaneswar"

Dear Sir,

Kindly refer to your bid for tender with E_Bid No. 2022_AAI_122843_1 in respect of for "Passengers Baggage Trolley Retrieval Cum Advertisement Rights Facility at New Domestic Terminal Building (T1) and International Terminal (T2)" at Biju Patnaik International Airport Bhubaneswar

The Competent Authority is pleased to award the licence for "Passengers Baggage Trolley Retrieval Cum Advertisement Rights Facility " at New Domestic Terminal Building (T1) AND International Terminal (T2), Biju Patnaik International Airport, Bhubaneswar to H1 bidder M/s Lets Converse Consulting Pvt Ltd on the following Terms and Conditions:

1. General:

1.1 The selected Bidder M/s. Lets Converse Consulting Pvt Ltd shall within **07 (seven) days** of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award.

1.2 Business Incubation Period shall mean a period of **15 (fifteen) 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.

1.3 Gestation Period- Gestation period of **90 (ninety) days**, reckoned from the date of Handing over of trolleys, shall be permissible. The gestation period shall be in following manner

(i) 30 (thirty) days for retrieval of trolleys.

(ii) 60 (sixty) days for planning, implementation of business development for procuring advertisement.

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The actual **billing will start from 91st day for all trolleys** and in cases where part number of trolleys with advertisement are introduced before the expiry of gestation period, pro-rata billing will be done.

2. License Term: The term of License of this award will be **03 (Three) years** from the date of commencement of operation or expiry of gestation period whichever is earlier.

3. License Fee:

3.1 The Licensee shall in consideration of the License granted by Airports Authority of India, payable to the Airports Authority of India, **License Fee Rs. 1,11,000/- per month plus charges and taxes as applicable** for 500 nos. of Trolleys **@ Rs 222/- per Trolley plus charges and taxes as applicable**. Licence Fee shall be applicable proportionately as per availability of Trolleys i.e. any increase or decrease on number of Trolleys during the contract period.

3.2 The license fees shall be subjected to escalation as per provision laid down in E-NIT. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract.

4. Advance Licence fee: Payment of one month advance licence fee, with GST within 15 days from the date of the award letter as given below:

Licence fee	Rs. 1,11,000/-
GST @18%	Rs. 19,980/-
Grand Total	Rs. 1,30,980/-

(Rupees One lac Thirty thousand Nine hundred and Eighty only)

5. AAI shall raise bill on or before 10th of every month. The Licensee has to make the 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.

6. No reduction in license fee will be entertained by AAI at any stage for whatever reasons

7. SECURITY DEPOSIT: The licensee shall deposit **within 15 days from the date of issuance of this award letter**, a sum of **Rs. 4,44,000/- (Rupees Four Lacs Forty Four Thousand only)** i.e. an amount equal to **04** months of license fee as an interest free Security Deposit in the form of Bank Guarantee from a Nationalized/ Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable in favour of Airport Director, AAI, Bhubaneswar Airport).

Bank Guarantee should be valid for the entire period of license plus six (06) months. In the event of the Licensee committing any breach of the terms & conditions of the license

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agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event the licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

8. Agreement:

The agreement between the Licensee and AAI shall be completed within **15 (fifteen) days** from the date of issuance of award letter (on Stamp paper of appropriate value, related costs to be borne by the licensee). The Licensee shall execute an agreement in duplicate on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty, shall be procured by the agency each. Two copies of recent and attested passport size photographs of authorized signatory are to be submitted together with agreement of the license.

It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder 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 Execution of the Agreement within 15 days from the date of issuance of award letter.

9. The Licensee shall equip itself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

10. The Licensee shall use the premises for _the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.

11. Licensee .shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.

12. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.

13 The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.

14. The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.

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15. The licensee must necessarily operate the contract for **minimum 50% of the total period** of the contract, failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year.

16. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.

17. The successful bidder is requested to fulfil the conditions specified in the Letter of Intent of Award (LOIA) to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority).

18. All other terms and conditions will be as per ENIT with Tender ID 2022_AAI_122843_1 will be applicable.

19. The award letter, its acceptance, and the NIT conditions shall form part and parcel of the license agreement.

Sincerely,

[Signature]

Senior Manager (Comml.)

For Airport Director

AAI, BPI Airport, Bhubaneswar

Internal Distribution : (1) JGM(CNS) (2) JGM.(Fin) (3) Jt.GM (ATC) (4) DGM (Elect) (5) DGM (Ops) (6) DGM (Civil) (7) CSO