



Ref. no. E-7/JJ/Comm/ Hoarding/ 03

Date : 10.04.2023

To,
M/s. Roshan Space Brandcom Pvt. Ltd.
A-3, Mariane House,
Plot no.159,
29th waterfield Road,
Bandra (West)
Mumbai - 400050.

Sub:-Advertising rights concession to design, develop, operate, and market the advertising opportunity at Juhu Airport - Letter of Intent to Award (LOIA)

Ref: E-tender ID 2023 AAI 142032.1 and participation of M/s. Roshan Space Brandcom Pvt. Ltd.

Sir,

Reference may please be made to E-tender no. 2023_AAI_142032.1 and participation of M/s. Roshan Space Brandcom Pvt. Ltd. thereof and being selected as successful bidder for the aforesaid RFP and accordingly the same has been accepted by the Competent Authority for Advertising rights concession to design, develop, operate, and market, the advertising opportunity at Juhu Airport for a period of 07 years w.e.f. the date of taking over of site for operation or completion of gestation period, whichever is earlier for an area 3559Sq.ft @1055 /- psqft 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 the immediately preceding concession year on the terms and conditions mentioned in the RFP document.

2. The Selected Bidder 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 Selected bidder to obtain all applicable clearances/ permits from the respective authorities within the time allowed by the Authority.

3. 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 Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 6 of the RFP;
- (b) If a Bidder withdraws its Proposal during the period of Proposal Validity as specified in the RFP and as extended by mutual consent of the respective Bidder and Authority;
- (c) In the case of Selected Bidder, 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 there for 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

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4. AWARD OF CONCESSION

4.1 Conditions of Award

4.1.1 The Selected Bidder would be permitted a Business Incubation Period of sixty (60) days from the date of issue of the Letter of Intent to Award. The Selected Bidder 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:

- (i) The Selected Bidder shall submit the Security Deposit in the form and manner as specified in Clause 5.7 of RFP;
- (ii) The Selected Bidder shall procure all Applicable Permits under Applicable Laws which are required to execute and perform the Agreement and submit copies thereof to Authority. The Selected Bidder shall procure all Applicable Permits under Applicable Laws which are required to execute and perform the Agreement and submit copies thereof to Authority.
- (iii) The Selected Bidder 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.
- (iv) The Selected Bidder shall provide Authority with the updated shareholding pattern of the Selected Bidder, as on the date of execution of the Concession Agreement;
- (v) The Selected Bidder 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 LOIA.
- (vi) The Selected Bidder shall certify 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 Selected Bidder to execute the Concession Agreement.
- (vii) The Selected Bidder shall execute the Concession Agreement as per the Draft Concession Agreement forming part of the RFP as Appendix III).

4.2 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 a Selected Bidder to fulfill any of the Conditions of Award within the stipulated time and in accordance with the manner prescribed therefore.

4.3 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 Bidder as may be deemed fit by Authority and /or deal with the Concession as it may deem fit in its sole and absolute discretion.



4.4 Authority, in its sole discretion, reserves its right to extend the timelines.

5.1.1 The obligations and duties of the Concessionaire are as prescribed in the RFP and the Concession Agreement.

5.1.2 The Selected Bidder 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.

5.2 Scope of the Concession

5.2.1 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.

5.2.2 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.

5.2.3 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 Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

5.2.4 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 :

The scope of advertisement shall be as per clause 1.1.1 of RFP which is at best an indicative guideline and is neither intended to suggest nor restrain the use of any form of Advertising Medium while formulating the business model/ Location Layout Plans by the Potential bidders.

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

- Advertisement on Passenger Baggage Trolleys
- Sponsored development of Horticulture and Outdoor Landscaping indicating name & logo of sponsoring agency within the limitation of Authority's Policy in the matter.
- Sponsored Pay & Use Toilets and Advertisements there on (as per area specified by Authority)



- Government sponsored Social Advertisement (**Swatch Bharath Mission etc.**) with no commercial motives on the Advertisement Display Locations under Airport Branding Area.
- Welcome desk/Reception counter
- Mobile/Wi fi as a medium for any kind of advertisement/interactivity with Airport
- Any advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints.

5.3 Term of Concession

5.3.1 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.

5.3.2 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.

5.4 Concession Fee

5.4.1 The Concessionaire shall, in consideration of the Concession granted by Authority, pay to Authority the Concession Fee as define already in the RFP.

5.4.2 The Concession Fee shall be payable on a monthly basis as set out in the Concession Agreement.

Sr.No.	Years	Area	Rate	Monthly Concession Fee in INR + Applicable Taxes
1	1st year	3559	1055	Rs.3754745/-
2	2nd year	3559	1161	Rs.4131999/-
3	3rd year	3559	1277	Rs.4544843/-
4	4th year	3559	1405	Rs.5000395/-
5	5th year	3559	1546	Rs.5502214/-
6	6th year	3559	1701	Rs.6053859/-
7	7th year	3559	1871	Rs.6658889/-

5.4.3 The Concessionaire shall pay with respect to the Concession Fee, the Taxes including GST tax which shall be over and above the Concession Fee.

5.4.4 Concession Fee Commencement Date" shall mean the 61st day in respect of all tendered sites 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.

5.4.5 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.

5.5 Other charges

5.5.1 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.

5.5.2 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.

5.6 Taxes and other payments

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 sales tax, GST and other taxes, 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.

5.7 Security Deposit

On or before the date of execution of the concession agreement the Licensee shall deposit or before the date of execution of the concession agreement the Licensee shall deposit Bank Guarantee equivalent to (6) months Licence Fee of the first year i.e. Rs.2,25,28,470/- (3559 sqft x Rs.1055 psqftpm x 6 months comes to Rs.2,25,28,470/-) and 2 Months Licence Fee i.e. Rs.75,09,490/- (3559 sqft x Rs.1055 psqftpm x 2 months comes to Rs.75,09,490/-) in the form of NEFT/RTGS with AAI, Juhu in the first phase with validity up to 4 years.

On or before the commencement of 4th year i.e. Rs.3,00,02,370/- (3559 sqft x Rs.1405 psqftpm x 6 months comes to Rs. 3,00,02,370/-) BG equivalent to 6 months Licence Fee of the 4th year and 2 Months Licence Fee i.e. Rs.1,00,00,790/- (3559sqft x Rs.1405 psqftpm x 2 months comes to Rs. 1,00,00,790/-) in NEFT/RTGS 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 as decided by Competent Authority of Airports Authority of India.

5.7.1 The Interest Free Security Deposit shall be deposited either in NEFT/RTGS 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.

5.7.2 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.

5.8 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.

5.9 Marketing and Promotional Activities

5.9.1 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.

5.10 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.

5.11 Authority's Brand Support and Promotional Activities

5.11.1 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.

5.11.2 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.



5.11.3 The Agency 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.

5.12 Updated Location Layout Plan

5.12.1 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.

5.12.2 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.

5.13 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.

5.14 Delay of Payments:

Airports Authority of India (AAI) 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 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.

In case, default persists on the 31st day counted from Due Date, AAI will issue a notice of dissatisfaction.

After expiry of notice of dissatisfaction, if the default still persists, AAI to terminate the concession forthwith, in any case not exceeding 120th day from notice of termination.

With the termination of the contract, the agency will be debarred for a minimum period of 3 years for participating in any tenders floated for AAI airports. 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.

5.15 Gestation Period

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



5.15.2 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.

5.15.3 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.

5.15.4 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.

5.15.5 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.

5.16 Dispute Resolution

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

- i. **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties. In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.
- ii. **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
 - a) When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
 - b) When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member,



AAI, after obtaining consent of the other party, as per format annexed at Annexure 'A'

c) Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Fee payable to the Arbitrator(s) shall be as per Schedule-JV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally. No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter - VA of the Airports Authority of India Act, 1994.



Format Consent Letter

Dispute Resolution Clause – Para 2 ii (b)

To,
The Chairman/Member/Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause ____ of the ____
agreement dated _____ for _____

Sir/Madam,

1. We state that _____ (contractor/agency) was awarded work/
concession of at _____ Airport/ (other location) of Airports Authority of
India through Award Letter dated _____
2. Dispute related to _____ arose between us (contractor/agency) and AAI.
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation
Policy and any settlement on the following claims/disputes was not reached
between the parties:
(i)
(ii)
(iii)
4. A concise statement along with claim in respect of each of such disputes is
attached herewith.
5. In view of the above, we invoke arbitration under clause _____ of
the _____ agreement between us and AAI and as per proviso to Section-
12 (5) of the Arbitration & Conciliation Act, 1996, we hereby agree and
request the Chairman/Member/Regional Executive Director AAI to appoint
arbitrator from AAI 's panel of arbitrators.
6. I/ We also give my/ our consent for appointing any of an arbitrator from
AAI's approved panel of arbitrators, as per Paragraph - 5 above.

Thanking you,

(_____))
Authorized signatory of
Encl: As above



5.17 Additional Location (s)

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.

5.18.1 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 new concessioned premises for relocation of Advertisement hardware at least sixty (60) days before the commissioning date, it would be deemed that the concessionaire has 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 necessary resurrection period and Concession Fee Holiday would be allowed as if all the affected locations were Displaced/ Withdrawn Locations.

5.18.2 In case the change in Terminal Building facilities and Traffic Circulation Areas results in suspension 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.

5.18 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 on first 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 Minimum Reserve License Fee not lower than the applicable Concession Fee at that time. However, Authority reserves the right to keep (any advertisement using Wi-Fi/mobile as a medium for any kind of advertisement or interactivity) out of the purview of this new advertising ventures.

5.19 Displayed Content of Advertisements

5.20.1 The content of Advertisements displayed at approved locations must be in accordance with the guidelines of Advertisement Standards Council of India.

5.20.2 Advertisements with Audio Content will not be permissible.

5.20.3 Advertisements by Political Parties recognized by Election Commission of India not violating the Model Code of Conduct would be permitted.

5.20 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 Licensee 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 violations are provided for better understanding as below:

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

(06) - FRAUD AND CORRUPT PRACTICES

6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

6.2 Without prejudice to the rights of the Authority under Clause 6.1 hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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



7. 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 Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder 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 Selected Bidder 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 Selected Bidder. 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.

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

All damages to the installations/property of AAI/Living beings and others caused due to negligence / due to wear and tear of the hoarding structure shall be borne by the licensee.

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

8 Payments to Authority

8.1 The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Advertisement Locations comprised in the Concession in accordance with this Article.

- a) Concession Fee as agreed and as specified under Article Ten (10)
- b) Utility Charges, as per metered actual consumption.

8.2 The Concessionaire shall pay to the Authority, the following amounts in relation to each of the Service Area(s) if allotted to the Concessionaire in respect of this concession in accordance with this Article.

- a) Space Rent at rates as notified from time to time.
- b) Common Area Maintenance (CAM) charges
- c) Utility Charges, as per metered actual consumption

8.2.1 The Concession Fee bills however will be raised by the Authority in accordance with the terms and conditions of the Concession Agreement by 10th of every month. Irrespective of the receipt of the bills from AAI, the Concessionaire is bound to remit the License fee/Space rent/CAM on 25th of day of every current month as per the concession agreement. The concessionaire has to pay the bill by the 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.

8.3 Common Area Maintenance (CAM) Charges

8.3.1 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.

8.4 Utility Charges

8.4.1 The Concessionaire shall pay to the Authority or any other agency 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 agency 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 AAI in respect of electricity/utility charges the concessionaire would be under obligation to make payments within 14 days of bill date. If avails from Airports Authority of India.

8.5 Delay of Payment

AAI 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 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.

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

8.6 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.

9. The Licensee shall comply with the requirements of all standard health clauses.

10. The Licensee 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 Licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government of India, State Government of Maharashtra and or local body or administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.

11. 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.

12. The Selected bidder shall abide by the norms, policy and guidelines / regulations framed by AAI and regulatory authorities related to safety and security aspects of air operations and airport.

13. The Selected bidder 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

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

15. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee, in complying with all or any of the conditions of the license 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 licensee for due performance of Agreement.

16. The Licensee shall not use the premises for any purpose other than that for which the Licence has been granted.

17. The selected bidder 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

18. The selected bidder shall equip themselves with all necessary permits, licenses and other permissions as may be required under the law in force at any time with regard to the operation of the subject licence.

19. During the currency of the licence agreement, it shall be the responsibility of the licensee 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 licensee on any account whatsoever.

20. The Licensee shall pay all rates, assessments outgoings and other Statutory taxes like Property tax, NA tax etc. as leviable by the State authorities and others for the space allotted from time to time.

21. Set-Off Clause:

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time the fullest extent, with prior notice of 07 (Seven) days to the licensee, by set



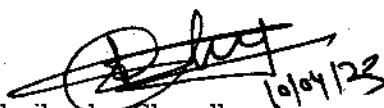
off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

This letter of intent to award and RFP document shall form part of the agreement and RFP.

You are hereby requested to submit Non Judicial Stamp paper of value Rs.100/- for entering into an agreement within 15 days from the date of receipt of this letter.

Thanking you,

Yours sincerely,


(Shailendra Chaudhary)
Sr. Manager (E-E / Comml)
For Airport Director
Juhu Airport

Copy to NOO:

1. Airport Director, Juhu Airport, AAI, Mumbai
2. Jt. General Manager (Comml), RHQ, WR, AAI, Mumbai.
3. Asst. General Manager (Finance), Juhu Airport, AAI, Mumbai.
4. Asst. General Manager (Engg. - Civil), Juhu Airport, AAI, Mumbai.
5. Sr. Manager (Engg. - Elec.), Juhu Airport, AAI, Mumbai.
6. Manager (Fire Services), Juhu Airport, AAI, Mumbai.
7. Manager (Security), Juhu Airport, AAI, Mumbai.