



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



सं : भा.वि.प्रा./जे.एस.जी./ वाणिज्या/Exclusive Advt. Rights/2023-24/1587-94 दिनांक: 19.06.2023

सेवा में,

अजंता एंडवर्टीसेर्स,
प्लॉट नंबर 54, दूसरी मंजिल,
शहीद नगर,
भुवनेश्वर - 751007

विषय : वीएसएस एयरपोर्ट, झारसुगुड़ा में संपूर्ण एयरपोर्ट एस्टेट में विज्ञापन अवसर के डिजाइन, विकास, संचालन और विपणन के लिए विज्ञापन राइट्स कनसेसन के आरएफपी का आवंटन के संबंध में।

महोदय,

उपरोक्त विषय के संबंध में वाणिज्य विभाग द्वारा जारी किया गया संलग्न अवार्ड लेटर (Award Letter) आप के उचित कार्रवाई हेतु प्रेषित है ।

धन्यवाद

भवदीय

दीपक महाराज,

विमानपत्तन निदेशक (का.)
एएआई, वीएसएस एयरपोर्ट, झारसुगुड़ा

प्रतिलिपि :सादर सूचनार्थ

1. क्षेत्रीय कार्यपालक निदेशक, पूक्षे, भाविप्रा, ने. सु. च. बो. अं हवाई अड्डा, कोलकाता- 52
2. सं महाप्रबंधक (वित्त), भाविप्रा, बीजू पट्टनाइक अं. हवाई अड्डा, भुवनेश्वर-20

आंतरिक वितरण :

1. सहा महाप्रबंधक (अभि-सिविल), भाविप्रा, वीर सुरेन्द्र साई हवाई अड्डा, झारसुगुड़ा-768204
2. सहा महाप्रबंधक (अभि-वि.), भाविप्रा, वीर सुरेन्द्र साई हवाई अड्डा, झारसुगुड़ा-768204
3. मुख्य सुरक्षा अधिकारी, भाविप्रा, वीर सुरेन्द्र साई हवाई अड्डा, झारसुगुड़ा-768204
4. प्रबंधक टीएम, भाविप्रा, वीर सुरेन्द्र साई हवाई अड्डा, झारसुगुड़ा-768204
5. वाणिज्या प्रभारी, भाविप्रा, वीर सुरेन्द्र साई हवाई अड्डा, झारसुगुड़ा-768204



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



No. AAI/JSg/Comml/Exclusive Advt. Rights/2023-24/

Dt. 19.06.2023

To,

Ajanta Advertisers,
Plot No. 54, 2nd Floor,
Saheed Nagar,
Bhubaneswar – 751007.

Subject: - Award of License of RFP of Advertisement Rights Concession to Design, Develop, Operate and Market the Advertising Opportunity in the Entire Airport Estate at VSS Airport, Jharsuguda.

Dear Sir,

Kindly refer to e-tender (e-bid no. 2023_AAI_148148_1) in respect of RFP of Advertisement Rights Concession to Design, Develop, Operate and Market the Advertising Opportunity in the Entire Airport Estate at VSS Airport, Jharsuguda.

The Competent Authority is pleased to accept your offer for license of subject facility for a period of seven (07) years from the date of handing over the premises subject to completion of the following formalities within the timeline as mentioned below: -

1. Period of License : 07 (Seven) years from the date of expiring of gestation period or Commencement of Commercial Operation whichever is earlier.
2. Location & Space Measuring: Airport Premises (Area 5600 Sq.ft.) as per RFP clause 5.1.2.
3. Acceptance of Award: Tenderer has to submit acceptance of the award letter as per terms & condition of Tender documents within 07 (seven) days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event of the duplicate copy of the LOIA duly signed by the selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damage on account of failure by the selected bidder to acknowledge the LOIA.
4. The licensee shall pay license fee @ Rs.251/- per sq.ft. per month for 5600 sq.ft. i.e. Total amount of Rs. 14,05,600/- (Rupees Fourteen Lakhs Five Thousand Six Hundred Only) per month + other applicable charges / taxes etc. The First Annual escalation will be applicable after completion of eighteen (18) months' license period. Thereafter the same will be applicable after completion of subsequent one-year period there from as per RFP 10.2.3. Utility charges shall be payable at the rate prescribed by the Authority for actual usage of power as metered. After raising of bills by AAI in respect of Electricity / utility charges, the concessionaire would be under obligation to make payments within 15 days of bill date.

V S S Airport, PO: Durlaga , Jharsuguda- 768 204 (Odisha), Email: comml_vejh@aai.aero



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



License fee for 01-month = Rs. 251/- × 5600 sq. ft. × 01-month	Rs. 14,05,600.00
GST @ 18%	Rs. 2,53,008.00
Grand Total	Rs. 16,58,608.00

(Rupees Sixteen Lakh Fifty-Eight Thousand Six Hundred Eight Only).

5. Delayed Payment: AAI shall raise bill by 10th of every month. The concessionaire has to pay the bill by the 25th of same month failing which interest at the rate of 12% per annum shall be charged for a period for 90 days thereafter. 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 as per RFP.
6. Security Deposit: That the licensee shall deposit Bank Guarantee equivalent to 06 months' license fee of the first year i.e. Rs.14,05,600 × 6 = Rs.84,33,600/- and 2 months' license fee i.e. Rs.14,05,600 × 2 = Rs.28,11,200/- in NEFT/RTGS with AAI as security deposits in the first phase with validity upto 4 years.
 - a. On or before the date of execution of the concession agreement the selected bidder/SPV shall deposit Bank Guarantee equivalent to Six (06) months license fee of the first year and two (02) months license fee of first year shall be paid in NEFT/RTGS with AAI in the first phase with validity up to 04 years.
 - b. Three months before the commencement of 4th year, BG equivalent to Six (06) months License fee of 4th year and Two (02) months license fee of 4th year in RTGS/NEFT to be deposited in **second phase** with validity up to Six (06) months from the date of expiry of contract. (Successful bidder will have the option to renew the existing BG for enhanced amount or submit the Fresh BG to AAI).
 - c. 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.
 - d. The Interest Free Security Deposit shall be deposited either in NEFT /RTGS or in the form of a Bank Guarantee (only from a Nationalized/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 as per the RFP.
 - e. 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.
7. Electricity Security Deposit: The Concessionaire shall also be liable to submit the interest free security deposit in respect of electricity charges equivalent to 5% of last year annual license fee i.e. of Rs. 14,94,064.00 in the form of BG/RTGS/NEFT in favour of AAI as per the RFP. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
8. Total amount Payable: A sum of Rs. 1,43,97,472/- (Rupees One Crore Forty-Three Lakh Ninety-Seven Thousand Four Hundred Seventy-Two Only) i.e. ((a)Rs.16,58,608/- by NEFT/RTGS + (b) Rs.84,33,600/- by Bank Guarantee/NEFT/RTGS + (c) Rs.28,11,200/- by NEFT/RTGS +



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



- (d) Rs.14,94,064/- by Bank Guarantee/NEFT/RTGS) in Nationalized / Scheduled bank in absolute favor of 'Airports Authority of India', payable at Jharsuguda within business incubation period.
9. Bill for Electricity charges will be raised separately every month as per actual consumption & AAI norms.
10. Gestation period means the period commencing on the "Access Date" and expiring on the 60th day thereof or actual date of commencement of business whichever is earlier. "Access date" shall mean the date on which the concessionaire is handed over physical possession of the approved location (after completion of the contractual formalities like acceptance of LOIA, submission of security deposit, signing of agreement etc) within the incubation period. In case the agency fails to take over the approved sites within 60 days of LOIA, the 61st day from LOIA/Award Letter shall be deemed to be the access date for all approved site (As per RFP).
11. Agreement: The concession Agreement between the party and AAI shall be completed before the access date and finish all formalities. The licensee shall execute the Agreement in Quadruplicate. First copy of the Agreement shall be signed on non-judicial stamp paper of appropriate value (not less than Rs.100/-). Two copies of recent passport size photographs of the authorized signatory are to be submitted together with agreement. The cost of stamp paper shall be borne by licensee.
12. Negative List: Negative list of advertisement media not covered under the contract are set-out as follows:
- Advertisement on Passenger Baggage Trolleys.
 - Sponsored development of Horticulture and Indoor & 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).
 - Advertisement / Display of Govt. Initiative / Schemes / Projects / Public Information etc.
 - Government sponsored Social Advertisement (Swatch Bharath Mission etc.) with no commercial motives on the Advertisement Display Locations under Airport Branding Area.
 - Advertisement for medical check-up facility present in airport premises.
 - Welcome desk/Reception counter.
 - Mobile/Wi-fi as a medium for any kind of advertisement/ interactivity with Airport Boarding Pass, Self-Check-in Kiosk, Complaint Kiosk.



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



- i. Any advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints.
 - j. Duly authorized display of the bonafide licensees of the Airport.
13. The licensee has to obtain proper insurance coverage for their properties / goods to be stored or used in the licensed premises of AAI.
14. Security Clearance: Concessionaire shall submit 3 sets of the Security program as per the prescribed format of BCAS for permission to operate in the Security Hold Area.
15. The license can be terminated on account of following as per RFP:
 - a. By Giving 120 days' notice in writing from the either side without assigning any reason.
 - b. Terminated by AAI on short notice on account of unsatisfactory performance by the licensee.
16. Handing/Taking over note along with Schedule of Premises shall be signed on access date.
17. Banking details for submission of payments through RTGS/NEFT etc are also enclosed on clause no. 29 of this award letter.
18. Specimen of BG, Letter of understanding from the depositor bank (enclosed for information & necessary action).
19. Unsatisfactory Performance: Unsatisfactory performance shall mean Events of Default under the license agreement and also include the continued failure of the concessionaire to pay the concession fee resulting in outstanding dues exceeding fifty percent (50%) value of the SD maintained with Authority. Such a situation would entitle Authority to issue a Notice of Dissatisfaction as defined herein.
20. No advertisement of obscene/objectionable material shall be permitted.
21. Displayed content of advertisements as per NIT 5.20.
22. Location Plan: Agency shall submit a detailed Draft location lay out plan indicating specific locations, size type of medium, fixing and hoisting arrangement, material specifications, illumination requirements etc for consideration of Authority within seven (07) days after accepting the LOIA, 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.

[Handwritten signature]



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



The approved Advertisement 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.

23. Notice of Termination of Concession Agreement: Authority as well as the concessionaire will have the option to terminate the concession Agreement after expiry of Notice of Dissatisfaction period of Thirty (30) days by giving a further Notice in writing of Notice of Termination of one hundred and twenty (120) days at any time during the currency of the concession agreement, but after having completed the minimum lock-in period equivalent to fifty percent (50%) of the concession term. However, Authority will be entitled to issue such Notice of Termination of one hundred and twenty (120) days even during the Minimum Lock in Period also in the event of Unsatisfactory Performance only as defined herein, if the concessionaire has not made amends after expiry of thirty (30) days' notice period of Notice of Dissatisfaction.
24. Debarred: The concessionaire will have to operate the concession for a minimum lock in period which would not 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 of synchronizes with the expiry date 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 06-months SD equivalent to current month license fee and a ban/debarring for three years in future participation on Tenders/RFP floated by Authority.
25. Dispute Resolution: All disputes and differences arising out of or in any way touching or concerning this concession agreement shall in the first place be tried by mutual consent within the definitions and interpretations provided herein within a period of 30 (thirty) days from the date on which the concessionaire has sought resolution of the dispute from Authority.
26. Licensee shall also submit the joint binding Agreement, Power of Attorney, Corporate Guarantee and Affidavit on non-judicial stamp per adequate value.
27. The licensee shall hand over the licensed premises peacefully on expiry of the licensed period.
28. This award letter is part & parcel of the License Agreement.
29. The Details for deposition of License fee etc. through NEFT/RTGS is as follows:

Name of Bank: State Bank of India
Branch: Jharsuguda
IFSC code: SBIN0000238
Beneficiary Name: Airports Authority of India
Account Number: 11346746023

V S S Airport, PO: Durlaga , Jharsuguda- 768 204 (Odisha), Email: comml_vejh@aai.aero

Lipika Singh



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



All other terms and conditions mentioned in the original RFP thereon, accepted by you shall also be applicable.

Yours Sincerely

[Handwritten Signature]
19-06-2023

Airport Director (10)
VSS Airport Jharsuguda

[Handwritten Mark]

Copy forwarded for information/necessary action to:

Internal

1. Commercial-in-charge, VSS Airport, Jharsuguda.
2. AGM (Civil)
3. AGM (Electrical)
4. CSO
5. Terminal Management

External

1. The Regional Executive Director (ER) (attention D.G.M (comm)), AAI, NSCBI Airport, ER, Kolkata – 52.
2. Jt.GM (Fin), AAI, BBSR Airport, Bhubaneswar.