



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
डिब्रुगढ़ हवाई अड्डा, डिब्रुगढ़-786012
DIBRUGARH AIRPORT, DIBRUGARH-786012
Email: apddib@aai.aero/Mob: 6026177692



File No: AAI/DIB/COMML/2023/ADVT-RFP/ 3312

Date: 21.03.2023

To,
M/s PRIYA COMMUNICATION
SANSUN PLAZA, 2ND FLOOR,
OPP. WALFORD DYNASTY,
GANESHGURI, GUWAHATI 781005.

Subject: Award letter for Request for proposal (RFP) for Advertisement Rights Concession to Design, Develop, Operate and Market the Advertising opportunity at Dibrugarh Airport.

Sir,

Kindly refer to your tender in response to E-Tender ID:2023-AAI_140343-1 dated 06.01.2023 & 2023_AAI_148717_1 dated 14.03.2023 for "Advertising Rights Concession to Design, Develop, Operate, and Market, the Advertising Opportunity at Dibrugarh Airport," for which forward auction conducted on 17.03.2023.

The competent authority is please to grant award the "Advertising Rights Concession to Design, Develop, Operate, and Market, the Advertising Opportunity at Dibrugarh Airport", subject to following AAI's terms and conditions.

Terms and Conditions:

- 1. Acceptance of Award:** Tender has to submit acceptance of the award as per terms and conditions of Tender documents within 07 (Seven) working days of the receipt of the LOIA by mail. The tender shall sign each page of LOIA and return the duplicate copy in acknowledgement thereof. In the event of 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 Earnest Money Deposited (EMD) of such Bidder as Damages on account of failure by the selected Bidder to Acknowledge the LOIA.
- 2. Term of Concession:** The License is awarded for a period of **07 (seven)** years. The Concessionaire will have to operate the Concession for a minimum Lock in Period which would not be less than 50% (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/debaring of **03(Three) years** on future participation in tenders/RFP's floated by Authority.

21.03.23

वरिष्ठ प्रबन्धक (सी एन एस)

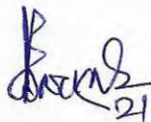
Sr. Manager (CNS)

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3. **The Assigned Advertisement Area:** Assigned area under the Advertisement Concession shall be **1566** Square Feet out of which **1079** Square Feet is inside Terminal building & **487** Square Feet in the City side of terminal building which would be handed over on the Access Date as per Approved Location Layout Plan. The Concession can seek and would be allowed 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.
4. **Layout & Location Plan:** The Selected Bidder, within Fifteen (15) days from the date of LOIA, shall submit a detailed Draft Media Plan in consonance with Location Layout Plan of the Authority, indicating therein location wise, sizes, type of medium, fixing and hoisting arrangements, material specifications, illumination requirements etc. for consideration of Authority. It is further provided that Authority shall communicate to the Selected Bidder observations, if any, on the Draft Media Plan within Ten (10) days of submission of the Draft Media Plan by the Selected Bidder. The Revised Draft Media Plan after incorporating necessary rectification/ modification in respect of the observations of Authority need to be submitted back by the Selected Bidder within Ten (10) days of receipt of observations of Authority for final approval within the limitations of the Draft Media Plan Approval Protocol. On receipt of the Revised Draft Media 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. The approved Advertisement Locations Layout Plan would be physically handed over to the Concessionaire on "**as is where is**" based and Authority shall not be responsible for its renovation, maintenance and up-keep from the Access Date.
6. **Payment of License fee:** The Authority shall raise an invoice to the Concessionaire for Monthly Concession Fee, Space Rent and CAM Charges, in accordance with the terms and conditions of this Agreement, by 10th of the succeeding month to which billing pertains. Irrespective of receipt of any invoice from the Authority, the Concessionaire shall be bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th of the same month (i.e. the succeeding month to which billing pertains). Any delay in the aforementioned payments shall attract an interest on the delayed amounts at the rate of 9% per annum from the respective due date for up to 30 days of delay. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1 of the Concession Agreement.


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An Illustration i.r.o. Monthly Licensee Fee payable is appended below:

Sl No	Years	Amount of Monthly License Fee
1	For the first year:	Payable Monthly license Fee shall be 50% of "Minimum Monthly Guarantee (MMG)" or 50% of quoted rate per Passenger X Number of total Passengers whichever is higher per month, Plus applicable GST/taxes.
2	For 2nd year onwards	Payable Monthly license Fee shall be "Minimum Monthly Guarantee (MMG)" or quoted rate per Passenger X Number of total Passengers whichever is higher per month, Plus applicable GST/taxes.
	Annual Escalation	Annual escalation of 5% shall be applicable on quoted rate per passenger & MMG, 2 nd year onwards.
3	Note	Quoted License fee = INR 21 per passenger per month, excluding GST for the 1 st year.

7. Security Deposit:

- For 1st year:** On or before the date of execution of the concession agreement the Licensee shall deposit Bank Guarantee of **Rs.15,56,000/-** (Rupees Fifteen Lakhs Fifty Six Thousand only) equivalent to 50% of 08 (eight) months' MMG.
- For 2nd to 4th year:** Equivalent to Eight (08) months of average monthly concession fee paid during the 1st Concession Year X 2.
- For 5th year onward:** Equivalent to Eight (08) months of average monthly concession fee paid during the 4th Concession Year.
- AAI reserve the right to modify the definition of Security deposit and enhance the same according to prevailing AAI policies and guidelines from the time to time. 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.
- Security Deposit to be deposited in the form of NEFT/RTGS (bank details attached) or unconditional BG 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 or in the form of FDR shall not be accepted). In the event of the concessionaire committing any breach of the terms & conditions of the concession 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 concessionaire 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 concession the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest. A letter of understanding from depositor to Bank should be submitted along with Bank Guarantee (copy enclosed). Bank guarantee should be routed by Applicant's Bank to AAI Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS), who in turn will advise AAI of the same. This will ensure authenticity of the guarantee. The


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details of secure SFMS sent by Bidder's Bank to AAI beneficiary Bank details must be furnished with the BG. The SFMS details of Dibrugarh Airport as follows:

i. CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA

ii. BANK NAME: ICICI BANK

iii. IFSC CODE: ICICI0000007

iv. BG ADVISENG MESSAGE: IFN 760COV (BG ISSUE)

IFN 767COV (BG AMENDMENT)

v. UNIQUE IDENTIFIER CODE: AAIDIBRUGHAR

f. No interest is payable on Security Deposit.

8. **Electricity charges:** Bill for Electricity Charges will be raised separately every month as per the actual consumption basis. Rate per unit of electricity will be calculated based on the bill raised by APDCL. The licensee/concessionaire will be liable to pay without any prejudice.

9. **Interest on delayed payment:** The Authority shall raise invoice(s) in accordance with the terms and conditions of the Concession Agreement by 10th of the succeeding month to which billing pertains. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the Concessionaire, the Concessionaire is bound to remit the Monthly Concession Fee, Space Rent, CAM Charges by the 25th day of the same month (i.e. the succeeding month to which billing pertains) and Utility Charges within 14 days of respective invoice date, failing which interest at the rate of 9% per annum shall be charged from the due date for delayed period up to 30 days. In the event, the delay in payment is for more than 30 days, an interest @ 18% per annum shall be charged from the due date, for the entire delayed period. In case, the default persists on the 31st day counted from the due date, Authority shall have the right to issue a written notice notifying the Concessionaire of the default. The Authority shall be entitled to terminate the Concession after fourteen (14) working days of such written notice by issuing a Notice of Termination in accordance with Clause 19.1.1 of the Concession Agreement.

10. **Business Incubation Period & Gestation period:** It shall mean a period of 60(sixty) days from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation during this period to complete all formalities and meet other obligations as will be specified in the LOIA by Authority.

11. **Concession Fee Commencement Date:** "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 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

12. **Agreement:** The licensee shall execute an agreement with AAI to be signed on Non-judicial stamp paper of INR 100. The non-judicial stamp paper shall be of State of Assam & cost of stamp paper to borne by the concessioner. One copy of recent and self-attested passport size photographs of authorized signatory are to be submitted together with agreement within 15 (fifteen) days from the date of award letter/LOIA.


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13. **Integrity Path:** The Concession shall execute an integrity Path with the Authority as per the format of RFP from VII. 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.

14. **Negative list:** Negative list of advertisement media not covered this contract are set-out as follows:

- Advertisement on Passengers Baggage Trolleys.
- Sponsored development of Horticulture and Outdoor landscaping name and logo of sponsoring agency within the limitation of Authority's Policy in the matter.
- Sponsored pay and use toilets and advertisement there on as per area specified by Authority.
- Government sponsored social Advertisement (Swatch Bharat Mission etc.) with the commercial motives on the Advertisement Display Locations under Airport Branding Area.
- Advertisement for medical check-up facility present in airport premises.
- Allotment of Welcome desk/Reception counter to Departments and Agencies of Central Govt./State Govt. to be done by AAI.
- Branding on inner walls of Baby care rooms.
- Mobile/Wi-fi as a medium for any kind of advertisement / interactivity with Airport
- Boarding Pass, Self-Check-in Kiosk, Complaint Kiosk.
- Welcome desk/Reception counter.
- Duly authorized display of the bonafide licensees of the Airport.
- Any Advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints.

15. **Display Content of Advertisement:**

- The content of Advertisement display as approved locations must be in accordance with the guidelines of Advertisement Standards Council of India.
- Advertisement with Audio Content will not be permissible.
- Advertisement by Political Parties recognized by Election Commission India not violating the model code of conduct would be permitted.

16. **Penalty:** Authority can impose a fine of Rs.5000/- (Rupees Five Thousand) only on the Concessionaire during inspection/audits for every office, 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 bellow:

- 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 and defacement of the Airport Property.
- d. Dishonor of Cheque and Drafts submitted by Licensee to AAI.
- e. Misbehavior with staff and Commuters of AAI.
- f. Not following safety norms as may be indicated by authorized representative of AAI.

g. Misusing Electricity or tampering with energy meter.

17. **Utility Charges:** 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 the 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.
18. **Security Clearance:** The successful tenderer shall be required to submit Security Programme (as per Format A & A1 available on BCAS website www.bcasindia.nic.in and/or www.bcasindia.gov.in) to the RDCOS office through Dibrugarh Airport for issuance of Security Clearance / approval, for operating the facility in Security Restricted Area, **within Business incubation period**. The successful bidder also has to submit Security Programme online through e-Sahaj portal (<https://esahaj.gov.in>) and a copy of the online receipt of the application has to be forwarded to office of RDCOS through AAI along with the aforesaid documents in hardcopy. Further the Concessionaire shall submit 3 sets of the security program as per the prescribed format of BCAS for permission to operate in the Security Restricted Area.
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 Security Deposit maintained with Authority. Such a situation would entitle Authority to issue a Notice of Dissatisfaction as defined herein.
20. **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 terms.
21. **Debarred:** The concessionaire will have to operate the concession for a minimum lock-in period which would not be less than (50%) fifty percent of the awarded concession term. In the event of concessionaire deciding to exist 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 minimum lock 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 for (03) three years in future participation in Tenders/RFP's floated by Authority.


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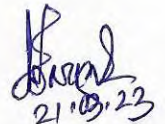
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22. **Dispute Resolutions:** All disputes and differences arising out of or in any way touching of concerning this Concession Agreement shall in the first place be tried by mutual consent within definition and interpretations provided herein within a period of thirty (30) days from the date on which the concessionaire has sought resolution of the dispute from Authority failing which the matter would be sought to be referred to dispute Resolution Committee set off by Authority on receipt of a written application from the Concessionaire outlining clearly the specific dispute. In the event of dispute remaining unresolved for forty-five (45) days after the date of written application the Concessionaire would be free to seek Arbitration under Arbitration and Conciliation Act 1996 duly amended from time to time. The Concessionaire by means of a written application can seek appointment of an Arbitration and Authority would appoint such an Arbitration written 30 days of receipt of the application, subject to fulfilling, the pre-requisites for appointment of the Arbitrator as laid hereunder. The Dispute Resolution Process however case to operate after the Concessionaire seek Arbitration.
23. **Exit Clause:** In the event of concessionaire causing Unsatisfactory performance and failing to make amends event 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 Notice Dissatisfaction and Notice of Termination on each other.
24. Licensee shall also submit the Joint Binding Agreement. Power of Attorney Corporate Guarantee and Affidavit on non-judicial Stamp Paper of adequate value as mentioned in the RFP.
25. The licensee shall handover the licensed premises peacefully on expiry of the license period.
26. All other terms and conditions mentioned in the original RFP and corrigendum thereon. Accepted by you shall also be applicable.
27. This award letter is part and parcel of the License Agreement & e-NIT document.



(Sanjib Sarkar)

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