

[Draft SLA for Advertisement Rights Contract]

Service Description:

Mandatorily provide Mobile/ Laptop Charges/ Q Managers/ Security Tray etc. as may be prescribed by the Airport from time to time. Airport will assess the requirement on periodic basis depending upon various factors inter-alia including increase/ decrease in PAX movement, changing queuing patterns, changes seating arrangement, operational factors etc.

Service Levels:

1. Provide Mobile Charging Points at the locations and in the numbers as indicated in the layout drawing attached herewith. *[The generic specification in respect of charging points in terms of number of sockets, type of sockets, provision/ slot for charging through data cable, amperage etc.] to be specified.*
2. Provide Laptop Charging Points at the locations and in the numbers as indicated in the layout drawing attached herewith. *[The generic specification in respect of charging points in terms of number of sockets, type of sockets, amperage etc.] to be specified.*
3. Provide Q Managers in the numbers and at locations as prescribed. [The make and specification of Q Managers should be specified]
4. Provide Service Trays of Size _____ in _____ Nos and size _____ in _____ Nos. [Generic specification for security tray to be given.
5. The availability of Mobile Charging Points, Laptop Charging Points, Q Managers, Security Tray to be ensured at all times during operational hours of the Airport in the numbers and at the location as specified above, in well maintained and working condition.
6. Proper and Timely Maintenance and replacement (if required) of all utilities specified above shall be the responsibility of the licensee.
7. The maximum size of advertisement area that can be displayed on per unit of these facilities, is as follows:
 - a. Mobile charging Point: _____ (ft) X _____ (ft.)
 - b. Laptop Charging Point: _____ (ft) X _____ (ft.)
 - c. Q Managers : Running Length _____ (ft.)
 - d. Small Security Tray:
 - i. Bottom of Tray: _____ (ft) X _____ (ft)
 - ii. Side walls of Tray: _____ (ft) X _____ (ft)
 - e. Big Security Tray:
 - i. Bottom of Tray: _____ (ft) X _____ (ft)
 - ii. Side walls of Tray: _____ (ft) X _____ (ft)
8. Maximum area for advertisement vide this media to be kept within the range of _____ Sq. Ft. [Airport will determine this depending upon number of units of each of these facilities, however, this is to be kept within the range of 1% to 2% (in general)]



of total advertisement area. This area shall be in addition to the total advertisement area at the airport for which the licensee shall not be entitled]

Service Level Indications:

Following indicators shall be used to assess the performance of the concessionaire with respect to the service level agreement:

Sr. No.	Indicator	Service Level target	Service Level Achievement
1.	Number of complaints received in respect of dysfunctional mobile charging points	Not more than 05 (Five) in a quarter.	
2.	Number of complaints received in respect of dysfunctional Laptop charging points	Not more than 05 (Five) in a quarter.	
3.	Number of complaints received in respect of broken security trays or Non-Availability of Security Trays	Not more than 05 (Five) in a quarter.	
4.	Number of instances of non-functional, broken, or poorly maintained mobile charging points during periodic/ random inspection.	Not more than 03 (Three) in a quarter.	
5.	Number of instances of non-functional, broken, or poorly maintained Laptop charging points during periodic/ random inspection.	Not more than 03 (Three) in a quarter.	
6.	Number of instances of non-functional, broken, or poorly maintained security trays during periodic/ random inspection.	Not more than 03 (Three) in a quarter.	
7.	Number of instances of broken, or poorly maintained Q Managers being used, during periodic/ random inspection	Not more than 03 (Three) in a quarter.	
8.	Number of instances observed by Duty Terminal Manager or reported by Airlines, CISF etc in respect of non-functionality/ non-availability of any of the 4 utilities on day to day basis.	Not more than 05 (Five) in a quarter.	
9.	Instances of advertisement media display of size exceeding maximum permissible area, observed during periodic / random inspection.	Zero	

Note:

1. Detailed Periodic Inspection shall be conducted by Commercial officer along with DTM once in every quarter.
2. Quick Random Inspection shall be conducted by Commercial officer along with DTM once in every month.

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Penalties for Infractions:

1. In respect of Sl. No. 1 to 8, Deviation from Service Level target will attract a penalty of Rs. 5000/- in respect of each indicator in which deviation is observed. If the deviation in a particular indicator persists in 4 consecutive quarters, a notice of dissatisfaction shall be issued in addition to the imposition of penalty amount as prescribed above.
2. In respect of Sl. No. 9, deviation from Service Level target will attract a penalty @ 200% of the applicable per sqft advertisement rate as applicable on the date on which deviation is detected and shall be levied from the date of last inspection/Space audit whichever is earlier.



Annexure - A2

[Amendments in Special Terms and conditions for General Car Rental Services]

Clause No. of Special Terms & Conditions for General Car Rental Services	Existing Provision	Amended Provision
Page no. 313, Annexure – XXII para XI, clause 1	The tender must ensure having ownership of minimum 5 A/C cars duly registered in the name of the tenderers and shall produce documentary evidence (Registration Certificate, etc.,) to this effect along with the tender documents.	Delete
Page no. 313, Annexure – XXII para XI, clause 2	The rate will be as approved by the competent local Government authority and the licensee has to collect the approved rate only from passengers for Maxi Cab service. The approved rate shall be displayed in the counter. Rates shall be as approved by RTO / local Government Authority.	The rate to be charged by the licensee should be prominently displayed at the booking counter so that it is clearly visible to all passengers. Further, the rates to be charged should be in line / comparable with Govt. approved pre-paid taxi rates or tour operators in the city.
Page no. 313, Annexure – XXII para XI, clause 3	Proper record should be maintained by the licensee regarding Maxi Cab service rendered to the passengers. A monthly statement showing the above shall be submitted to AAI before 10th of every month. AAI has the right to inspect the records as and when required.	Proper record should be maintained by the licensee regarding General Car Rental service rendered to the passengers. AAI has the right to inspect the records as and when required.
Page no. 313, Annexure – XXII para XI, clause 6	Any clearance/permission shall be obtained by the licensee from the agencies/local authority etc. for running the subject facility before commencement of the service.	It is the responsibility of the licensee to obtain all applicable clearances/ permits from the respective Govt. agencies /local authorities, if any, for running the subject facility.
Page no. 313, Annexure –	Penalty: The penalties of Rs. 500/- (Rupees Five hundred only) per	Penalty: The penalties of Rs. 500/- (Rupees Five hundred only)



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XXII para XI, clause 9	incident will be imposed on violation of terms & Conditions of agreement at applicable rates <u>as</u> decided by the appropriate authority /Competent Authority. The violations will include the following also	per incident will be imposed on violation of terms & Conditions of agreement at applicable rates <u>or</u> decided by the appropriate authority /Competent Authority <u>from time to time</u> . The violations will include the following also
	<ul style="list-style-type: none"> i) Non-issue of receipt to passenger, ii) Misbehaviour by staff and iii) over charging etc., 	<ul style="list-style-type: none"> i) Non-issue of receipt to passenger, ii) Misbehaviour by staff and iii) over charging etc.,
Page no. 314, Annexure – XXII para XI, clause 16	16. All the above conditions shall form part of the agreement.	Deleted
Page no. 315, Annexure – XXII para XI, clause 21 (New Addition)	NIL	INSERTION: 21. All the above conditions shall form part of the agreement.
In addition to above, term of “ Maxi Cab ” may be replaced with “ General Car Rental Services ” at clause no. 4, 11 & 13		

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[New Annexure for Draft Space License Agreement added as Annexure no. XXXIV at Page no. 345 to 353]

Annexure - XXXIV: Draft Space License Agreement

LICENCE AGREEMENT

Licence Agreement for Space atAirport, _____

THIS AGREEMENT made on this the ____ day of _____ Two Thousand _____ between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 (Act 55 of 1994), and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi, and branch office at represented by Airport Director,..... Airport,, hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of One Part; and, and office at, hereinafter called the 'Licensee' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its authorised official/officer, successors and assigns) of the Other Part.

WHEREAS the Authority is the owner of the building described in detail in the Schedule hereunder, and hereinafter referred to as the "Premises"; and whereas the Licensee is desirous of using the same for the purpose of LICENSEE'S OPERATIONS AT AIRPORT;

WHEREAS the Authority has agreed to grant licence to the Licensee to use the aforesaid Premises on the terms and conditions mutually agreed upon as hereunder:

NOW, THEREFORE, this indenture witnesseth:

1. That this licence to use the Premises allotted to the Licensee shall commence from and shall be valid upto, i.e. for a period of 03 years.
2. The licence can be terminated by either side by giving 60 days' notice in writing.



3. That the licence fee of Rs. _____ per Square Meter per month for the allotted area of _____ Square Meter shall be payable in advance on or before 10th day of each month. The licence fee of space is subject to revision at the discretion of the Authority from time to time and such increase of licence fee shall be payable by the licensee without any protest or dispute.
4. That the Licensee shall pay the charges for the consumption of the electricity and water consumed in the premises and/or for the purpose of use of the said premises as become due and payable alongwith the other utility charges in accordance with the directions of the Authority and at the rates fixed by it from time to time.
5. That the Licensee shall pay all rates, assessment, outgoing and other taxes as leviable on the Licensee as per the applicable laws and as mutually agreed by both Licensee and the Authority in respect of the said Premises. All payments made in pursuance to the said agreement will be subject to tax deduction at source, if any, as per tax laws currently applicable or as may become applicable in the future. The Licensee shall provide a self-attested copy of its valid 'Permanent Account Number (PAN) allotted under the Income Tax Act, 1961. The Licensee shall issue Tax Deduction at Source certificates within the stipulated time as per the provision of the applicable laws in force.
6. The Licensee shall deposit with the authority a sum of Rs. as interest free refundable bank guarantee (hereinafter referred to as "Bank Guarantee") in the form of the Bank Guarantee which shall remain valid till 6 months beyond the end of Licence. The Bank Guarantee amount will be computed on the basis of licence fee applicable in the last month of the third financial year. This Bank Guarantee shall be returned to the Licensee by the Authority within three months of the expiry of the said period or early termination of the Agreement subject to the clearance of all outstanding dues of Licensee.
7. That in the event of failure to pay the licence fee by due date, simple interest @ 12% per annum be payable on all delayed payments without prejudice to the Authority's other rights and remedies.
8. The Licensee shall maintain at its own cost all the electric and water fittings and installations and such other electric and other equipment, excluding the fire alarm system that may be provided to the Licensee by the Authority in the said Premises or as may hereafter be provided by the said Authority in the Premises.
9. The Licensee shall not use the Premises for any purpose other than that for which the licence has been granted.
10. The Licensee shall not erect, display or use any unnecessary high powered electric light or any electric sky signs or other electric lights or installations for purposes of advertisement or any other type of advertisement or sign boards, except to display his identity upon the said Premises, without the previous permission in writing from the Authority.
11. The Licensee shall also provide firefighting appliances according to industry standards and maintain the same continuously in a fit and proper condition.

The Authority is entitled to direct and specify the number, quality and specifications of the said firefighting appliances.

12. The Premises are and shall be deemed to be the Premises as defined in the Airports Authority of India Act, 1994, duly amended in 2003. The said Act or any other rules touching the subject that may hereafter come into force shall also be applicable.
13. All the times during the subsistence 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, save and except for the gross negligence or wilful misconduct on the part of the Authority.
14. That the Authority reserves to itself the right to change the location of the premises at anytime and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premises for the purposes of this Licence. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternative premises. The entire expenditure on such shifting shall be borne by him and the Licensee shall not be entitled to claim any compensation or revision in the Licence fee on that score.
15. The Authority shall be dispensed with the performance and shall not be considered at default in respect of any obligation hereunder to the extent that the performance of its obligation is prevented by an Event of Force Majeure.
16. 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 licence agreement, the Authority will be entitled and be at liberty to terminate 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 the agreement.
17. The General Terms and Conditions mentioned in the Annexure- X to this licence shall be deemed to be the part and parcel of this Agreement; and the parties to the agreement shall be bound by the same.
18. All disputes and differences arising out of or in any way touching or concerning this Agreement shall be governed under Chapter V-A of Airports Authority of India Act, 1994, duly amended in 2003.
19. Any modification to the construction at the Premises shall be taken up, only after the approval of the Airport Director.



SIGNED BY SHRI/ SMT ----- AIRPORT DIRECTOR,
AIRPORTS AUTHORITY OF INDIA, FOR AND ON BEHALF OF THE
AIRPORTS AUTHORITY OF INDIA,

IN THE PRESENCE OF:

WITNESS: Airport Director

1.

2.

SIGNED BY SHRI/ SMT -----
DESIGNATION----- FOR AND ON BEHALF

IN THE PRESENCE OF:

WITNESS: Authorised Signatory of Licensee

1.

2.



ANNEXURE - I

SCHEDULE OF PREMISES

Sr. No.	Description of Space	Area in Sq. Mtr.	Rate Per Sq. Mtr.. Per Month	Licence fees per month
1				
2				
3				
4				

Signature of Licensee



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ANNEXURE-X

GENERAL TERMS CONDITIONS

The Authority and Licensee hereby mutually covenant as follows:

1. The Licensee, its employees and agents shall be entitled to use all pathways, and passages as may from time to time be maintained on the said airport subject to such rules and regulations as may be imposed by the lawful authorities of the airport.
2. The Licensee paying the licence fee and performing the covenants herein contained and on its part to be performed shall and may peacefully possess and enjoy the Premises with use of the pathways, and passages as aforesaid during the said term subject to the Authority's right to any lawful interruption in the larger interest of the organisation.
3. (a) Any notice required to be served on the Licensee under this Agreement shall be deemed to have been served if delivered at or sent by speed post/ email to its last known address/official e-mail ID address or to his authorized representative or agent, which should invariably acknowledge the notice. Similarly, any notice to be given to the Authority under this Agreement shall be deemed to have been served if delivered at or sent by speed post/ email on the official e-mail ID to the Authority at the address given at the title of this Agreement, who should invariably acknowledge the notice.

(b) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as hereinbefore otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the concerned Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the airport under his charge.
5. (a) The Licensee shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall it without such written consent as aforesaid, assign or transfer its license or any part thereof.

(b) The Licensee shall use the Premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
6. The Licensee its agents and servants shall observe, perform and comply with all laws applicable to the Licensee including any rules and regulations, made by the Authority, Ministry of Civil Aviation and any regulatory body working under it or any other Department of the Government 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. Further, the Airport Director shall determine the stamp duty charges in accordance with the Stamp Laws applicable to the state and the Licensee shall abide by the same.



7. (a) The Licensee shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any material default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which Premises is located.
(b) The Authority shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.
8. The Licensee shall at its own cost maintain the Premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other Government Departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the Premises is not maintained in reasonably clean condition by the Licensee, Airport Controller shall have powers to get the Premises cleaned at the risk and cost of the Licensee and recover liquidated damages at the rate of Rs.1000/- per day for each default upto 7 days and thereafter Rs.2000/- per day.
9. (a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of the Authority depending upon the area of the licensed Premises) of minimum a 2.5 Kg. CO2 fire extinguisher in the licensed Premises at its own cost before commencement of business.
(b) No wooden partition/inflammable materials shall be permitted in the licensed Premises. The material to be used for partition/fabrication of the office premises shall be as per the specification given by the Authority and to be approved by the Authority in advance.
(c) Licensee shall not use a naked light or cause or permit any such light to be used in the licensed Premises.
10. The Licensee shall not damage the Premises or any part of the airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or its employees, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse such cost thereof which the Licensee undertakes to pay forthwith on demand.
11. The Licensee shall not store or bring or keep in the Premises heavy articles so as to damage the Premises or keep goods of combustible or inflammable nature.
12. The Licensee hereby agrees to provide necessary training to its employees posted in the licensed Premises for handling fire extinguisher as provided in the terminal/licensed Premises.
13. The Licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by it in connection with its business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.



14. In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the Authority, this Agreement need not be terminated, the Authority may after notice to the Licensee to cure such breach and the Licensee having failed to do so, at its discretion recover compensation from the Licensee upto the limit of the security deposit of the Licensee.
15. The Licensee shall not hold or permit to be held any public or private auction in the licensed Premises.
16. The Licensee shall maintain a complaint book in a prominent place in the Premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport Director of the Authority or his authorized representative.
17. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop. The Authority reserves itself the right to break open into the Premises in case of any emergency without any prior notice to the Licensee.
18. The Authority does not recognize any association of the traders and in case any negotiation/bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the Licensee alone and no collective representation / bargaining will be entertained.
19. On expiry of the licence period or on termination of the licence by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, Licensee shall remove its goods and other materials from the Premises immediately, failing which the Authority reserves its right to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, the Authority shall be at liberty to dispose of the goods/ materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
20. The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/land/garden/tank/ premises to or in favour of the Licensee but shall be construed to be only as a license in terms and conditions herein contained.
21. The Authority, its employees and agents shall at all times have the absolute right of entry into the said Premises and reserves its right to inspect the maintenance and upkeep of the Premises.



22. The provisions of the Airports Authority of India Act, 1994, duly amended in 2003 and the rules framed thereunder which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.
23. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/district where the Airport is located.

SIGNATURE OF THE LICENSEE



Note 2:

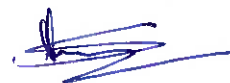
[To be read with S.No. 4 of Annexure-IV at page no. 140 of Commercial Manual]

**Modifications/ amendments in Advertisement Rights Contract –
Model RFP**

Sl no	Description	Page No., Para and Chapter of Commercial Manual	Present provision in Model RFP	Amended Provision
1	Periodicity	Annexure-IV Selection, Eligibility Criteria, Page -137	10 Years	07 Years
2	Amount of Security Deposit/ Validity period of BG initially deposited and renewal thereafter	Chapter - 7.13 Security Deposit, Page 50-51	<p>Total Equivalent to 10 Months License fee i.e.</p> <p>(a) On or before the date of execution of the concession agreement the selected bidder/SPV shall deposit Bank Guarantee equivalent to eight (08) months licence fee of the first year and two (02) months license fee of first year shall be paid in DD/PO with AAI in the first phase with validity up to 06 years..</p> <p>(b) On or before the commencement of 6th year, BG equivalent to 8 (eight) months License fee of 6th year and 2 (Two) months license fee of 6 (sixth) year in DD/PO to be deposited in second phase with validity upto 6 (six) months from the date of expiry of contract.</p>	<p>Total Equivalent to 08 Months License fee i.e.</p> <p>(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 licence fee of the first year and two (02) months license fee of first year shall be paid in DD/PO with AAI in the first phase with validity up to 04 years..</p> <p>(b) On or before the commencement of 4th year, BG equivalent to 06 (Six) months License fee of 4th year and 2 (Two) months license fee of 4th year in DD/PO to be deposited in second phase with validity upto 6 (six) months from the date of expiry of contract.</p>
3	Annual escalation Method	Chapter - 7.4, Annual Escalation, Page 36	Based on CPI and Annual passenger growth. Minimum 10% Maximum 20%.	May be kept as envisaged in new Commercial Manual 2019 which is based on Passenger Growth, instead of the formula with Passenger Growth and Consumer Price Index. However, considering the negative growth in Passenger traffic, following amendment may be incorporated as 'less than or equal to 5%' instead of '0 to less than or equal to 5%' :



SI no	Description	Page No., Para and Chapter of Commercial Manual	Present provision in Model RFP	Amended Provision		
				Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation	
				1	Up to 5% (including negative growth)	5%
				2	Greater than 5% and up to 18%	10%
				3	Greater than 18%	15%
4	Application of annual escalation	Chapter - 7.4, Annual Escalation, Page 36	<p>The following principles shall be followed while working out the escalation:</p> <p>(a) The rates of recurring payments shall be escalated every year from the first day of the month from first billing date</p> <p>(b) The base date for working out such escalation shall be the first day post completion of gestation period</p>	<p>The first annual escalation will be applicable after completion of one year + six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. 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 (i.e. commencement date had there been no extension in gestation period).</p>		
5	Negative list of Advertisement	Annexure-IV Selection, Eligibility Criteria Page -135	<ul style="list-style-type: none"> ✓ 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 	<ul style="list-style-type: none"> ✓ 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. ✓ Advertisement for medical check-up facility present in airport premises 		



SI no	Description	Page No., Para and Chapter of Commercial Manual	Present provision in Model RFP	Amended Provision
			advertisement/interactivity with Airport ✓ Any advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints. ✓ Duly authorized display of the bona fide licenses of the Airport.	✓ 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. ✓ Any advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints. ✓ Duly authorized display of the bona fide licensees of the Airport.



Note 1:

[To be read with S.No. 4 of Annexure-IV at page no. 140 of Commercial Manual]

Sub: Exclusive Advertisement Rights policy - Modifications in RFQ for small airports - reg.

Keeping in mind the business opportunities and market potential at small airports, competent authority has approved following modifications i.r.o. 'exclusive advertisement rights contract' policy at small airports, where there are no regular advertisement contracts as of now, list of airports is enclosed at Annexure - I.

1. Contract period - 5 years

2. Advertisement area -

- a) Total area earmarked for Advertisement shall be mentioned in RFP.
- b) Initially, License fee shall be payable for 400 sqft advertisement area or actual area occupied by the licensee, whichever is higher.
- c) On completion of **two** years of contract period, License fee shall be payable on pro-rata basis for the advertisement area whichever is higher of below three;
 - (i) 400 sqft advertisement area, **OR**
 - (ii) 50% of total area earmarked for Advertisement, **OR**
 - (iii) Actual area occupied by the licensee
- d) On completion of **three** years of contract period, License fee shall be payable on pro-rata basis for the advertisement area whichever is higher of below two;
 - (i) 75% of total area earmarked for Advertisement, **OR**
 - (ii) Actual area occupied by the licensee.

3. Rate of annual escalation -

Nil escalation upto three years, thereafter as per existing formula linked with CPI and Traffic Growth w.r.t. previous year Traffic data subject to a minimum of 10% and maximum 20%.

4. Minimum lock-in-period is two (02) years

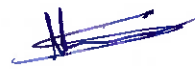
5. Notice of termination period - Same as per existing policy however, Termination Notice period and Lock-in period may be coterminous.

All other terms and conditions will be as per existing RFP guidelines and Commercial manual. Based on above guidelines, APDs are requested to initiate tender action at the earliest.



ANNEXURE - I

Sl. No.	Airport
NORTHERN REGION	
1	Bhuntar
2	Agra
3	Shimla
4	Gaggal (Kangra)
5	Gwalior
6	Pant Nagar
7	Kanpur
8	Leh
9	Allahabad
10	Kishangarh
11	Kota
12	Jaisalmer
13	Bikaner
SOUTHERN REGION	
14	Rajahmundry
15	Belgaum
16	Tuticorin
17	Agatti
18	Cuddapah
19	Hubli
20	Pondicherry
21	Mysore
22	Salem
NORTH EASTERN REGION	
23	Shillong (Barapani)
24	Lilabari
25	Tezpur
26	Pakyong
27	Tezu
WESTERN REGION	
28	Jabalpur
29	Surat
30	Jamnagar
31	Bhavnagar
32	Porbandar
33	Diu



Sub: - Policy for Application based Cab Aggregator Service

1. NAME OF LICENSE:-

Application based Cab Aggregator Service (Or On-Demand Information Technology based Transportation) - Application based Cab Aggregator (ABCA) is the Service provider or an operator who acts as a digital intermediary or market place for a passenger to connect with a driver by means of a mobile phone/web application or by any other advance technology for the purpose of transportation.

2. ELIGIBILITY / EXPERIENCE CRITERIA

a. The APPLICANT must be a company registered under the Companies Act of 1956 / 2013 (Central Act 18 of 2013).

b.

i. **For Kolkata & Chennai airports**

Applicant should have **Two years'** experience in operating Application based Cab Aggregator / Maxi Cabs / Radio Taxi / Car Rentals **through App. in the same city/airport** where tender has been invited.

OR

Applicant should have **Two years'** experience in operating Application based Cab Aggregator / Maxi Cabs / Radio Taxi / Car Rentals **through App. in any five cities /airports** in India.

Certified copy from Chartered accountant for having minimum **5000** trips per month **generated from / via app.** in that particular city (from where experience has been claimed) to be submitted.

ii. **For other airports**

Applicant should have **One year** experience in operating Application based Cab Aggregator / Maxi Cabs / Radio Taxi / Car Rentals **through App. in the same city / airport** where tender has been invited.

OR

Applicant should have **One year** experience in operating Cab Aggregator / Maxi Cabs / Radio Taxi / Car Rentals **through App. in any five cities /airports** in India.



Certified copy from Chartered accountant for having minimum **2000** trips per month **generated from / via app.** in that particular city (from where experience has been claimed) to be submitted.

- c. Having a designated point of contact in that particular city (from where experience has been claimed).
- d. Having following security feature: -
- Location sharing facility with minimum 02 individuals.
 - SOS feature in App.
 - Having either a web or a phone application or call center based real time customer support and grievance redressal mechanism having an operational telephone number or an email address of a grievance redressal officer.

An affidavit mentioning the above security features shall be submitted in Technical Bid.

3. PERIOD OF LICENSE- Three (03) Years

4. GROSS TURN OVER CRITERIA

The parties should have an annual gross turnover of amount equal to Rs.5 Crore (Rs. 20 Lakh in case of Category D and other Airports having scheduled operations) in any of the last 3 financial years during which experience has been claimed. The turn over details should be duly certified by a Chartered Accountant.

5. REVENUE MODEL: -

Rate per trip x number of trips per month or MMG, whichever is higher

Rate per trip / booking

Airport	Rate per trip / booking (Rs)
Kolkata & Chennai	40
Group A airports	30
Group B Airports	25
Other Group C/D & RCS airports	20

Note- 1. The agency must ensure that no additional charges shall be levied to the passengers other than the above prescribed charges in the name of Airport in any manner.

2. Above rates & MMG are exclusive of Taxes / GST.

6. MMG / MRLF: -

- a. At airports, where this facility is already in operation, MMG shall be average of last three months' revenue received from this license.
- b. At airports, where this is a new facility to be introduced, APD shall prepare a survey report of number of Commercial Vehicles being operated at the respective airport and rate per trip x 40% of total commercial vehicles per month may be the basis of fixing MMG. Also a meeting of prospective bidders shall be conveyed at the respective airport before fixing the MMG.

7. APPLICABILITY OF PARKING FEE:-In addition to quoted MMG,

Licensee has to pay parking fee to the parking contractor, as per the terms and conditions of prevailing Car parking license at the respective airport, i.e. no exemption from parking fee.

8. SELECTION MODEL: - To H1 quoted bidder Through e-Tender – Bidding on MMG. AAI may offer license to more than one agency to operate Application based Cab Aggregator Service subject to maximum three (03) at Kolkata & Chennai airports. For all other Airports it shall be up to two (02) operators.

AAI may offer H2 & H3 quoted bidders to match with H1 quoted amount. MMG shall be payable as:-

- a. In case of single licensee- H1 quoted amount
- b. In case of two licensee-
 - i. For H1 bidder- 1/2 of H1 quoted amount
 - ii. For H2 bidder- 1/2 of H1 quoted amount + 10% of H1
- c. In case of three licensee-
 - i. For H1 bidder- 1/3 of H1 quoted amount
 - ii. For H2 bidder- 1/3 of H1 quoted amount + 10% of H1
 - iii. For H3 bidder- 1/3 of H1 quoted amount + 20% of H1

Value addition to H1 quoted bidder- Preferential selection of pick-up points / Booking counter

9. TENDERING MODEL – Airport wise



10. RATE OF ANNUAL ESCALATION-

MMG shall be subject to annual escalation @ 10%. MMG for the next year shall be 110% of MMG of the previous year or average License fee paid during the last twelve months, whichever is higher.

11. ADDITIONAL AMOUNT PAYABLE FOR SPACE FOR "SERVICE & FACILITATION COUNTER"

Applicable space rent + Utility charges is payable for "Service & Facilitation counters" (one inside terminal building and one at pick-up point)

12. OTHER PARAMETERS

- i. **Minimum Lock-in Period-** 50% of License period.
- ii. **Period of dissatisfaction-** 30 days
- iii. **Notice Period** - 45 days after expiry of period of dissatisfaction. Notice and Lock-in periods may be coterminous.
- iv. **Demurrage charge:** - **Three months current License Fee** if license is terminated before 50% of License Period.
- v. **Business Incubation period-** Maximum 15 days for submission of acceptance of offer, payment of Security deposit, Advance license fee, execution of agreement and taking over the site etc from the date of issuance of letter of intent / award.
- vi. **Gestation Period-** Maximum 30 days from the date of taking over the site or actual commencement of commercial operation, whichever is earlier. No gestation is applicable to existing licensee.
- vii. **Security Deposit-**
Equal to three months of first year MMG, applicable space rent & Utility charges as mentioned below:-
 - a. Licensee shall have to maintain Security deposit as under: -

Sr. No.	Period	Amount of SD equivalent to	Remarks
1	At the beginning of license	Three months MMG	
2	After six months	Average monthly license fee paid during last six months multiplied by three	Difference amount of SD shall be submitted.
3	After 12 months and thereafter every year	Average monthly license fee paid during last six months multiplied by three	

- b. The Licensee shall also submit Security deposit for applicable space rent & utility charges.

c. **Rs. Fifty thousand** towards Electricity

viii. **EMD – As per Commercial Manual**

ix. **Any other parameters – As per Commercial Manual**

13.SERVICE LEVEL TERMS & CONDITIONS: - Annexed as ANNEXURE-A



SERVICE LEVEL TERMS & CONDITIONS FOR CAB AGGREGATOR SERVICE

1. Licensee shall be having following security feature:-
 - i. Location sharing facility with minimum 02 individuals.
 - ii. SOS feature in App.
 - iii. Either a web or a phone application or call center based real time customer support and grievance redressal mechanism having an operational telephone number or an email address of a grievance redressal officer.
2. Licensee shall be facilitated by AAI to carry out operation of pick-up passengers from designated pickup points / parking area.
3. Licensee shall be entitled to use licensed parking space located within the airport as per terms & conditions of Car parking license.
4. Licensee will be provided with designated pick-up zones, on the city side of the arrivals terminals, to accommodate ----- number of cabs as per terms and conditions of NIT.
5. Licensee will be provided with designated space for **"Service & Facilitation Counters"** (One inside terminal building and one outside the terminal building at pick-up point) of the arrivals terminals.
6. AAI shall provide directional and pick up/parking area signage for the License.
7. Licensee shall have minimum 100 nos of cabs registered with Aggregator platform within one month from the date of commencement of license in that particular city.
8. Licensee shall ensure that all pick-ups must take place only at the designated pick-up points deploy required manpower for counting the pick-ups at Exit gate.
9. Licensee has to pay parking fee to the parking contractor, as per the terms & conditions of prevailing Car parking license at the respective airport, i.e. no exemption from parking fee.
10. Licensee shall not engage in any business at AIRPORT other than in the exercise of the rights and privileges herein granted unless otherwise granted by AIRPORT in writing.



11. Licensee shall not indulge in any type of soliciting for taxi service at Airport other than the operations model which is detailed in this license.
12. Licensee shall take necessary stringent actions to prevent its drivers/subscribers/partners from picking up passengers/customers from areas other than designated boarding area.
13. No taxicab will be permitted to be utilized as a personal pick up vehicle. All taxicab pick-ups will be considered a commercial transaction and will be charged a fee as specified in the license.
14. Licensee will submit details of aggregated pick-ups to AAI on monthly basis on mutually agreed date, failing which Rs. 1000/- per day for every excess day shall be charged as penalty and billings will be done monthly.
15. In the event, unsatisfied with monthly reports submitted by the licensee, AAI shall, with prior intimation of seven days, visit designated licensee locations where AAI or through its authorized third party will be taken through relevant information related to AAI pick-ups, subject to confidentiality obligations.
16. The services provided by the operator will be in a professional manner and in accordance with the policy applicable within the country and the agency shall exercise reasonable diligence and professional skills and care in the performance of services and obligations under the agreement.
17. Licensee shall ensure that its associated drivers are well behaved with the customers/passengers.
18. Licensee shall ensure that all vehicles/ drivers comply with Motor Vehicle Act 1988, as amended from time to time, provisions and relevant directives of R.T.O/ Transport Commissioner especially valid commercial driving license/ Registration certificate of vehicles/Insurance as per vehicle capacity and other applicable law.
19. Licensee shall ensure to fulfill all the applicable guidelines/provisions prescribed under Information Act, 2000 (IT Act) and further amendments from time to time.
20. If any complaints is received by AAI from any passenger on any Cab/services utilized for Airport pick-up, it must be shared with AAI by the licensee as and when required by AAI along with action taken report addressed within fifteen working days failing which, Rs. 1000/- per day for every excess day shall be charged as penalty.



21. The services provided by the agency / operator are on a non-exclusive basis.
22. The licensee will keep AAI indemnified against any claim from Vehicle owner, driver, passenger and third party for any loss suffered arising out of any breach of Letter of award / agreement, applicable laws and its obligation related to the same under the LAW.
23. Licensee shall protect, indemnify, and save harmless airport, and/ or its employees from any damage or penalty suffered, imposed, or incurred by reason of the violation, disregard, or breach of any applicable law, order, or regulation, or by reason of any act or neglect, or omission of Licensee, or by employee of the licensee in relation to the premises.
24. In case any of state government formulates law or an act regulating aggregator taxi /Application based taxi, the licensee shall obtain such permit / license and shall submit copy to AAI within **30 days** of the receipt of permit /license.
25. Licensee shall comply, at its own cost and expense, with all Central , State and Local laws now or hereafter in force, which may be applicable to the operation of its business, shall obtain and pay for all necessary licenses and permits; and shall pay all fees and charges assessed under all applicable laws and rules.
26. Licensee undertakes to deploy sufficient manpower to ensure 24X7 unhindered and smooth operations of their activities from Airport without anyway hampering passenger movement, usage of parking area & other facilities.
27. Licensee shall observe and comply with all rules and regulations which may from time to time during the term of this Agreement be promulgated by AAI for the safety and security, care, operation, maintenance and protection of the Airport and all laws and rules and regulations applicable to the operation of Licensee business operations.
28. AAI shall strictly enforce its rules and regulations, including but not limited to the restrictions upon the solicitation of passengers and use of the commercial lane and staging areas, to prevent encroachment upon and /or unfair competition with the rights and privileges granted to Licensee under this license.
29. The concessionaire shall maintain a suggestion / complaint system on its app which shall be used at all times for marking any feedback / suggestion / complaints in relation to the services.



30. Licensee shall strictly comply & take necessary steps to prohibit its drivers / employees from using the Airport premises for following purpose:
- a. Union gathering, illegal assembling and meetings, giving public speeches, or instigating other drivers for disruption of services;
 - b. Distributing leaflets, brochures, pamphlets or any other written or printed material pertaining to labour issues, Union issues or else;
31. Licensee shall not at any time, assign or transfer this license or any part hereof, or any right, power, or privilege hereunder granted.
32. In the event of any violation of above clauses by or on behalf of Licensee, or in the case that AAI considers any conduct on the part of Licensee, its agent, or employees, or of any person or occupant for the time being of the premises, to be objectionable or improper, AAI shall have the right to terminate this license in accordance with the provisions, subject to notice to Licensee. AAI may at its option grant Licensee a reasonable opportunity to cure, if deemed fit & proper on a case to case basis.
33. Any Additional features for new services as proposed by the Cab aggregator service provider has to be mutually agreed to by AAI.
34. Compliance of RTO regulations, Motor Vehicle Act & all other regulations shall be the domain of the licensee & AAI shall be indemnified by the licensee from such obligation.



Annexure – A7

A) Illustration-1 for CAR-

Sl No.	Parking duration slab	Rate/Tariff (Rs.) Chennai/ Kolkata	Group-A	Group-B	Group-C
a)	Parking Charges for 0-30 Minutes	40	30	20	20
b)	Parking Charges from 30 minutes - upto 120 Minutes. (For ex: However if a car stays for more than 60 minutes need to pay Rs. 100/- only and not Rs.140/-)	100	85	55	35
c)	Parking charges for 100 minutes (Hence the rate of beyond 30 minutes upto 120 minutes rate only applicable)	100	85	55	35
d)	Parking charges for 7 Hours will be : 100 (i.e. upto 2 hrs)+100 (i.e.; 5*20)	200	185 {{(85+(5x20))}}	105 {{(55+(5x10))}}	85 {{(35+(5x10))}}
e)	For Vehicles beyond 7 Hour up to 24 Hrs Parking charges will be 300% of 30-120 minutes slab	300	255 {{(3x85)}}	165 {3x55}	105 {3x35}
f)	Parking charges beyond 24 hrs upto 36 Hrs = e+(300x12/24)	450	382.5 {{(255+(255x 12/24))}}	247.5 {{(165+(165x 12/24))}}	157.5 {{(105 + (105 x 12/24))}}
g)	Parking charges beyond 24 hrs upto 48 Hrs	600 (300 + 300)	510 (255+255)	330 (165+165)	210



B) Illustration-2 For- Two Wheeler-

Sl No.	Parking duration slab	Rate/Tariff (Rs.) Chennai/Kolkata	Group-A	Group-B	Group-C
a)	Parking charges for 0-30 Minutes (TW)	20	10	10	10
b)	Parking Charges beyond 30 minutes upto 120 Minutes. (For ex: However if a Tw stays for more than 60 minutes need to pay Rs. 20/- only and not Rs.55/-)	25	20	15	15
c)	Parking charges for 100 minutes (Here the rate of beyond 30 minutes - 120 minutes rate only applicable)	25	20	15	15
d)	Parking charges for 7 Hours will be : 25 (i.e. upto 2 hrs)+50 (i.e. 5*10)	75	70 {{(20+(5*10))}}	40 {{(15+5*5)}}	40
e)	For two wheelers staying beyond 7 Hour up to 24 Hrs Parking charges will be (300% of 30-120 minutes slab)	75	70*	45 {{(40+3*15)}}	45
f)	Parking charges beyond 24 hrs upto 36 Hrs = e+(75*12/24)	112.5	105 {{(70+70*12/24)}}	67.5 {{(45+45*12/24)}}	67.5
g)	Parking charges beyond 24 hrs upto 48 Hrs	150 (75+75)	140 (70*2)	90 (45*2)	90 (45*2)

Note: * subject to not less than the parking fee applicable to immediately preceding slab.