



OFFICE OF AIRPORT DIRECTOR
AIRPORTS AUTHORITY OF INDIA
KOLHAPUR AIRPORT
KOLHAPUR



विमानपत्तन निदेशक का कार्यालय
भारतीय विमानपत्तन प्राधिकरण
कोल्हापूर हवाई अड्डा
कोल्हापूर



संख्या: भा.वि.प्रा./बीएकेपी/वाणिज्य/2021/ 599

दिनांक: 22/04/2021.

सेवा में,

M/s Akhtar Enterprises,

Shop No:11, Kohinoor Society, Opp. BMC School,

A.G. Link Road, Sakinaka,

Mumbai- 400 072 |

विषय: *Letter of Intent to Award (LOLA) for License Management of Vehicle Parking at Kolhapur Airport (E-Bid No: 2020_AAI_63039_1).*

महोदय/ महोदया,

Reference is invited to proposal submitted by M/s Akhtar Enterprise, Mumbai in response to the Tender ID No: 2020_AAI_63039_1 for the subjected concession at Kolhapur Airport, which was opened on 17.12.2020(Technical Bid) and 19.01.2021 (Financial Bid).

The Competent Authority is hereby pleased to grant the License for Concession to Management of Vehicle Parking at Kolhapur Airport designated locations mentioned in the above tender on the following broad Terms and conditions:

1. General :

- 1.1 *The selected bidder M/s Akhtar Enterprises, Mumbai shall submit their Acceptance Letter in prescribed format to The Airport Director, AAI, Kolhapur Airport within 07 days of issue of this letter. Return duplicate copy of the LOLA as acknowledgement of the award and submit details of design / drawings, layout plan and related materials for location as per appendix 3 & 4.*
- 1.2 *Selected bidder shall within 15 days of issue of this letter, complete all the formalities / conditions of award as will be specified in the LOLA.*
- 1.3 *The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives of AAI employees.*

M/s. Akhtar Enterprises

Proprietor

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2. *Period of Concession :*

The period of concession of this award will be 03 (Three) years with effect from the date of expiry of the Gestation Period (as per terms of clause 15: Special Terms & conditions of NIET).

3. *Concession Fee:*

3.1 *The concessionaire shall in consideration of the concession Agreement granted by Authority, pay to the Authority, Concession Fee of Rs. Rs. 39,000/- (Rupees Thirty Nine Thousand only) per month plus 10% Utility Charge, Plus applicable govt. taxes, subject to 10% annual escalation on 1st April every year. (As per of NIET)*

3.2 *Advance License Fee:*

The Concessionaire shall pay one month advance License Fee within 15 days from the date of issuance of LOIA as given below:

Details	Amount
License Fee (Quoted)	Rs. 39,000.00
10% Utility Charges	RS. 3,900.00
Total (A)	Rs. 42,900.00
GST @ 18%	Rs. 7,722.00
Total (B)	Rs. 50,622.00
Say Amount	Rs. 50,622.00
(Rupees Fifty Thousand Six Hundred Twenty Two Only)	

3.3 *The licensee has to pay the bill by 10th of every month in advance irrespective of bill generated for that particular month, failing which interest at the rate of 18% per annum shall be charged as per AAI Credit Policy, without prejudice to Authority's other rights and remedies.*

3.4 *The Licensee is also liable to pay Rs. 650/- per sqm. Per month towards Non-AC space rent (if applicable) in addition to the Licenses Fee. Licensee is also liable to pay Utility Facilitation charges @ 10% of monthly space rent. Such charges shall be paid within the date (s) specified in the bill(s). The Space rent / Utility / Facilitation Charges are subjected to 10% compound annual escalation on 1st April of every year or as may be*

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decided by AAI from time to time.

- 3.5 *The Licensee shall pay all charges towards consumption or electricity as may be due as determined by the Authority and at the rate(S) fixed by it from time to time in addition to license fee. Such charges shall be paid within the date (s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.*
- 3.6 *The Licensee shall make payment of license fee etc. either by Cheque/ Demand Drafts drawn on local banks or through RTGS/ NEFT. No outstation cheque shall be accepted for payment of license fee.*
4. *Area: The designated Management of Vehicle Parking area, as per sketch indicative locations, have been shown in Appendix 3 & 4 of NIT.*
5. *Performance Security Deposit:*
- 5.1 *The Licensee shall make payment of interest free security deposit within 30 days from the date of issuance of award letter.*
- 5.2 *The Licensee shall make interest free performance security deposit, equivalent to 04 (Four) months Concession Fee for the third (3rd) year to AAI as an interest free security deposit. A sum of Rs. 2,45,010.48 (Say Rs. 2,45,010/-) (Rupees Two Lakh Forty Five Thousand Ten only) as interest free security Deposit in the form of Demand Draft / Pay order /RTGS/NEFT.*
- 5.3 *Electricity Security Deposit: The Licensee shall also deposit an interest free Security Deposit towards Electricity Charges i.e. a sum of Rs. 30,373/- (Rupees Thirty Thousand Three Hundred Seventy Three only) as Security Deposit in the form Bank Guarantee /DD/Pay Order/ NEFT/RTGS. As you have already paid Rs. 50,000/- (Fifty Thousand Only) as EMD which will be converted in to Performance Security Deposit. Remaining Performance Security Deposit amount of Rs. 1,95,010/- and Rs. 30,373/- for Elect. Deposit will be paid to AAI in the form DD/Pay Order/ NEFT/RTGS.*
- 5.4 *The Performance Security Deposit and Electricity Security Deposit are collectively referred to as "Security Deposit".*
- 5.5 *In the event of revision in concession Fee, the concessionaire shall on pro rata basis,*

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revise the security deposit, within a period of 15 (Fifteen) days from the date of such notification of revision in concession Fee is issued by the Authority.

5.6 *Letter of understanding from the Depositor to be submitted along with bank guarantee to AAI as per Annexure – C of the NIT.*

6. *Concession Fee Commencement Date:*

6.1 *The Concession Fee Commencement Date will start from expiry of gestation period (i.e. 45 days of LOLA) or start his Management of Vehicle Parking service at Kolhapur Airport, whichever is earlier.*

6.2 *If the agency failed to install and start his Management of Vehicle Parking Service at Kolhapur airport on or before the expiry of gestation period (i.e. 30 days from issuance of LOLA), then also Concession Fee will start from 30 days from issuance of LOLA in addition to the penalty envisaged in the NIT Clause. And if the Management of Vehicle Parking Service Counter not installed by 30 days from issuance LOLA, then AAI will cancel the Award letter and penalties will be imposed as per the NIT provisions.*

6.3 *In case of any legitimate reasons, if any change in Management of Vehicle Parking Service Counter layout/area due to be relocated, then the same shall be carried out by the licensee at their own cost and nothing extra will be paid to the licensee.*

7. *Gestation Period:*

7.1 *Gestation period of Thirty (30) days, reckoned from the date of handing over of sites shall be permissible.*

7.2 *No gestation period is to be permitted in case of renewal/award of the concession/ license in favour of the existing Licensee in the same place (i.e. same area as well as location). However,*

i) *Where there is change in location or due to suspension of the business to carry- out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.*

ii) *If there is increase in the area in the new license at the same location awarded to existing Licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, Licensee shall continue to be billed on the basis of quoted license fee on pro- rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.*

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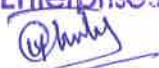
8. *Handing / Taking over of Sites:*
- 8.1 *Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.*
- 8.2 *If the licensee fail to complete the conditions of award of which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 30th day of issuance of LOLA i.e. immediately after expiry of business incubation period. However actual handing over of sites shall only be done after completion of all conditions of award.*
- 8.3 *In case tender process has been completed and successful tender has been awarded LOLA, but, concession/ license period of incumbent Licensee is not over, then, date of hand over of site should not be later than 7th day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.*
9. *Agreement:*
- The agreement between the licensee and AAI shall be completed within 15 days from the date of issuance of award letter (Stamp Duty & Agreement Registration Fees to be borne by the Licensee). The Licensee shall execute an agreement in duplicate on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty, shall be procured by the agency each. Two copies of recent and attested passport size photographs of authorized signatory are to be submitted together with agreement of the license.*
10. *Joint Measurement:*
- Joint measurement of the area to be conducted by the commercial department along with Engg./Civil Department. And the Agency at the time of handing over/ taking over of possession shall in any case not exceed beyond the prescribed period of handing / taking over of sites. The joint, measurement should form part of the agreement.*
11. *All the arrangements to be made operational before commencement of facility.*
12. *Space for office, space for boom barrier counter etc. will be provided subject to availability/ request and on payment basis.*

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13. The Management of Vehicle Parking Services charges should be displayed on the prominent places of awareness of the commuters. Overcharging of Parking Charges leads to disciplinary action as per norms.
14. All the times during the currency of the license 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 Authority shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
15. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
16. The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
17. The Licensee shall use the premises only for the purpose indicated in the agreement and for no other purpose whatsoever.
18. The Licensee shall pay all rates, assessments, out goings, statutory taxes and other taxes and other taxed as leviable on the Licensee in "Laws".
19. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and washrooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
20. Upon occurrence of an event of default, the authority shall, without prejudice to its other rights and remedies hereunder or in applicable law, be entitled to encash and appropriate the security deposit. Upon any encashment and appropriation from the security deposit,

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the concessionaire shall, within a period of 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority under this Clause -12 shall be without prejudice to the Authority's right to terminate this agreement in accordance of the terms thereof.

21. *Your acceptance to the above terms and conditions must be forwarded to this office within 07 (Seven) days of receipt of this Letter of Intent to Award failing which it will be presumed that you are not interested for above concession and the Letter of Intent to Award shall automatically stand cancelled.*
22. *The Licensee shall have no right to object as and when the Authority decides to grant additional License for similar facility at the airport premises where the Licensee is rendering such services.*
23. *This Letter of Intent to Award (LOLA) and NIT conditions shall form part and parcel of the License Agreement.*

धन्यवाद,

भवदीय,

(कमल कटारिया)
23/11/2021

विमानपत्तन निदेशक

भा.वि.प्रा., कोल्हापूर विमानपत्तन

- प्रतिलिपि :
1. सयुक्त महाप्रबंधक (वाणीज्य), भा.वि.प्रा., प.क्षे., मुंबई-400 099 | को जानकारी हेतु अग्रेषित
 2. सयुक्त महाप्रबंधक (सतर्कता), भा.वि.प्रा., प.क्षे., मुंबई-400 099 | को जानकारी हेतु अग्रेषित

आतिरीक वितरण:

1. सयुक्त महाप्रबंधक (इंजि-सिविल)/ उपमहाप्रबंधक (इंजि- विद्युत)/ टर्मिनल प्रबंधक/ मुख्य सुरक्षा अधिकारी
भा.वि.प्रा., कोल्हापूर विमानपत्तन।

M/s. Akhtar Enterprises

(Signature)

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