



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
विमानपत्तन निदेशक का कार्यालय, O/O AIRPORT DIRECTOR

संदर्भ : भा.वि.प्रा./जाम/R-3(Car Park)/2022/10-15

दिनांक : 16/02/2022

By Speed Post/ e-mail

सेवा में,
मेसर्स नरेश एम. शाह,
प्लोट नं. 1039, फ्लेट नं ए -601,
लामीरा फ्लेट, मेघानी सर्कल,
भावनगर - 364001

To,
M/s. Naresh M Shah,
Plot No.1039 , Flat No. A-601.
Lamira Flat, Near Meghani Circle,
Bhavnagar -364001.

विषय :-Letter of Intent to Award (LOIA) - नागर अंतः क्षेत्र, जामनगर पर व्हीकल पार्किंग राइट्स ठेके का कार्य देने हेतु।

Sub :- Letter of Intent to Award - License for Vehicle Parking Rights Contract at AAI, Jamnagar.

संदर्भ : ई-निविदा - 2021_AAI_97594_1 / E- Tender -2021_AAI_97594_1

प्रिय महोदय / Dear Sir (S),

Reference may please be made to your participation in E- Tender (Tender ID - 2021_AAI_97594_1 in r/o **License for Vehicle Parking Rights Contract at AAI, Jamnagar.**

यह आपके दिनांक 17/01/2022 को खोले गये टेंडर के सम्बन्ध में है। अध्यक्ष, भारतीय विमानपत्तन प्राधिकरण की ओर से, सक्षम प्राधिकारी द्वारा "नागर अंतः क्षेत्र, जामनगर पर वाहन पार्किंग अधिकार का ठेका" का लाईसेंस ठेका दिनांक 21/02/2022 से 20/02/2025 तक **03 वर्ष** के अवधि के लिए निम्नलिखित नियम और शर्तों पर आवंटित किया जाता है।

This is in reference to your tender opened on 17/01/2022 on above cited subject. The competent authority on behalf of the Chairman, Airports Authority of India is pleased to award the license contract for "**Vehicle Parking Rights contract at AAI, Jamnagar**" for a period of **03 years w.e.f. 21.02.2022 to 20.02.2025** subject to the following terms and conditions :-

License : Vehicle Parking Rights at AAI, Jamnagar (Area : 116M*26M=3016 Sq. Mtr)

2 You will pay the Licence fee as per details below:-

1st yr - **Rs. 32,786/- pm** (Rs. Thirty Two Thousand Seven Hundred Eighty Six only)+**GST+ TCS as applicable.**

After 1.5 Yr. Rs. 36,065/- pm (Rs. Thirty Six thousand Sixty five Only) +**GST+ TCS as applicable**

After 2.5 Yr. Rs. 39,672/- pm (Rs. Thirty Nine thousand Six Hundred Seventy Two Only) +**GST+ TCS as applicable.**

3. In addition to above Licence fee, you will pay the Utility charges @ 10% on space rent (plus GST) for the entire contract period as per AAI rules. (if applicable)

4. You will pay one month advance L/fee Rs. 39,343/- (L/fee + GST+ TCS) by way of crossed Demand Drafts drawn on any nationalized/scheduled bank in favour of the "Airports Authority of India" payable at Mumbai or through RTGS.

5. AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of License Fees etc by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

6. You will submit a **Security Deposit** (non-interest bearing) of **Rs.1,87,250/-** (Rupees Two lakhs Forty Three Thousand Three Hundred Twenty only) equivalent to 4 months' license fee + GST of the final year of the contract in the form of Bank Guarantee drawn on any nationalized bank in absolute favour of the AIRPORTS AUTHORITY OF INDIA **having a validity period of 180 days from the expiry of contract.** Which will be refunded on satisfactory completion of the Licence period.



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7. Your Earnest Money deposit may be forfeited and you may be debarred from further participation in AAI's tender(s) for a period of (01) one year on account of non-compliance of any of the following :-

- a) Acceptance of offer within 07 days.
- b) Payment of advance License Fee for one month within 15 days from award of letter.
- c) Payment of Security Deposit of Rs. 1,87,250/- within 15 days from award of letter.
- d) Execution of agreement within 15 days from award of letter.

(e) Handing over of site should be on or before 11th day of issuance of award letter, upon fulfillment of contract formalities to be done by you during business incubation period. If you have fails to complete the contractual formalities which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 11th day of issue of this letter.

8. Gestation period – Maximum of 30 days of gestation period or actual commencement of commercial operation, whichever is earlier, will be allowed.

9. Payment of T.C.S. and other statutory taxes/levies to be made to the Central/State/Local bodies, if any, as prescribed failing which AAI may exercise its option to settle the same, on licensee's behalf and recover the amount thus disbursed from the Licensee.

10. You will pay other charges such as electricity charges, water charges etc. in addition to the licence fee. An energy meter for measurement of actual consumption of electricity will be provided by you, in the absence of which billing will be done on flat rate and payment of such bills shall be binding on you. You will remit Rs.10,000/- towards electricity deposit (refundable) and Rs.500/- towards electricity connection charges.

11. As the site of work is in the restricted area, you are required to obtain Photo Identity Card (PIC) for your staff, to be issued by BCAS, through AAI at your own expenses. Police Verification Certificates are to be obtained for all the staff to be deployed by you at this Airport. The licensee shall obtain BCAS clearance before commencement of the commercial operations of the license.

12. You will make arrangements to obtain appropriate insurance cover in respect of all properties/goods, if any, proposed to be stored or used by you at airport premises. No claim, in any respect, regarding the licensee's property/goods shall be entertained by AAI under any circumstances.

13. You will operate the contract for minimum 50% of the total period of contract, failing which you may be debarred from participating in any tender of AAI for a minimum period of one year. If the licensee has served the notice, then the licensee is liable to pay demurrage charges. The demurrage charges will be equal to the amount of 06 months current licence fee if the termination occurs before 50% period of the original contract. The period of 6 months will be reduced to 04 months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 03 months licence fee.

14. You are requested to comply with the provision of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 and minimum wages act rules thereof of Central and State Governments. Airports Authority of India will not be responsible in this regard in any manner. No compensation or damages or financial liability of any kind will be borne by AAI towards such manpower.

15. The work to be carried out as per NIT terms and condition of contract.

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16. The Licensee shall regulate parking of vehicles in the car park area and will collect parking charges as per NIT SPECIAL TERMS & CONDITIONS – VEHICLE PARKING RIGHTS- As per Schedule of Parking Tariff terms and conditions, and revision of rates from time to time by AAI

17. The above rates and other related rules are subject to change from time to time at the discretion of the Authority and the contractor is bound to abide by such rules. GST @ 18% of License fee (subject to revision from time to time) shall be payable by the licensee as T.C.S. in addition to the license fee.

18. You will deposit the difference in GST amount, if any, directly to the Central Excise Department and produce the details thereof at this office periodically. For this purpose, you will submit a statement showing sale of ticket on monthly basis and the GST Registration Number to this office.

19. The licensee is not permitted to collect any fee from vehicles bringing passengers/visitors and leaving the Enclave area immediately after the occupants have got down. As per AAI's laid down policy for uniformity, a maximum of 5 minutes time shall be allowed for pick up and drop of passengers & baggage. Vehicles belonging to/engaged by Central/State Governments, Defense Authorities and AAI are also exempted from payment of parking charges. In the event of any dispute arising regarding levy of parking charges, the decision of the Airport Director shall be final and binding.

20. The licensee and his employees shall deal with all passengers/visitors with extreme courtesy and caution and any complaints from the Public about misbehavior of the licensee or his employees shall be construed as grounds for non-performance.

21. The Licensee shall not assign, transfer or sublet this licence to anyone either wholly or in part unless authorised, in writing, by the competent authority.

22. Following acts of the licensee shall be construed as grounds for non-performance, for which AAI reserves the right to terminate the licence by giving a notice of 15 days:-

- a. Non-payment / partial payment of dues.
- b. Misbehavior with passengers/ visitors.
- c. Indulgence of licensee's personnel in activities other than specified in the licence &
- d. Discrimination between passengers.

23. The licensee shall not be entitled to any reduction in the contracted licence fee in the event of any one or more airlines reducing/suspending/cancelling their flights or airport being temporarily closed or any other restriction imposed by the Airport Security or the licensee's business getting adversely affected for any other reason, whatsoever.

24. You will provide suitable uniform to the persons deployed at the Car Park and ensure that they remain in uniform always while on duty. You will get the colour and design of the uniform approved by the Airport Director before issuing the same to your employees. The name of the employees with caption "Airport Car Parking" shall be displayed conspicuously on the front side of the uniform.

25. The licensee shall make provision for accepting e-payments through PoS Swiping Machine / Paytm / Free Charge / BHIM App and other e-wallets.

26. During the currency of the Licence, if need arises due to structural changes in the Terminal Building, the Authority may direct the Licensee to shift the Car Park to another suitable location and in the event of such relocation the licensee shall not have any objection and the shifting to the new location will be done by him at his own cost. No compensation/rebate shall be payable by AAI in this regard.



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27. The Licence can be terminated by either party, by giving 60 days notice, in writing. However, Airports Authority of India reserves the right to terminate the licence on a shorter notice of 15 days, in writing, on grounds of un-satisfactory performance or complaints from passengers/users. In such an event, you will vacate the premises and hand over peacefully the possession of the licensed premises to AAI without claiming any compensation or raising any dispute.

28. You will execute an agreement in duplicate in the prescribed format, the original being on a non-judicial stamp paper of value Rs.100/- together with two copies of passport size photograph of the signatory within 15 days of issue of this letter (specimen agreement enclosed). This award letter forms part of the licence Agreement.

29 Apart from the above, the conditions mentioned in the Tender Document as General Conditions & Special Conditions for Vehicle Parking Rights at C.E., Jamnagar shall be treated as part of the agreement.

30. If the Contractor is found to violate any of the security regulations, he will be black listed and will be subjected to other legal proceedings.

31 The period of licence shall remain **03 years (w.e.f. 21.02.2022 to 20.02.2025)** with the condition that in case of privatization / leasing out of this airport, the un expired period of licence agreement of allotment of Licence for at C.E. Jamnagar shall be honored by the prospective lessee / operators of such Airport instead of termination by a short notice.

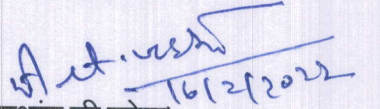
33. You are required to obtain Auxiliary Service Provider Security Clearance from BCAS by applying online on www.esahaj.gov.in. A print out of online application is to be submitted with O/O Airport Director, Civil Enclave, Jamnagar. You are also required to submit the Auxiliary Service Provider Security Programme before commencement of the facility. You may contact to O/O Airport Director, C.E., Jamnagar for further details, if required.

कृपया पावति भेजे / Receipt of this letter may please be acknowledged.

धन्यवाद / Thanking you,

Encl- Draft Agreement

भवदीय,


(प्रशांत जी महेटा)

सहा. प्रबंधक(मा.सं)
कृते विमानपत्तन निदेशक

प्रतिलिपि – जानकारी एवं आवश्यक कार्यवाही हेतु :-

1. क्षेत्रीय कार्यपालक निदेशक, (प.क्षे.), - ध्यानाकर्षण: श्री सं.महाप्रबंधक (वाणिज्यक), भा.वि.प्रा., मुंबई-99
2. कार्यपालक निदेशक (वाणिज्यक), भा.वि.प्रा., नई दिल्ली - 03
3. महा प्रबंधक (वित्त), भा.वि.प्रा., मुंबई -99
4. संयुक्त महा प्रबंधक (सतर्कता), भा.वि.प्रा., मुंबई -99
5. सहा. प्रबंधक (ए.टी.एम), भा.वि.प्रा., जामनगर – 06