

No. AAI/SXR/Comml/GCR/386

Date 06.02.2023

To,

M/s Srinagar International Airport Taxi Stand Drivers Union (Through email)
Srinagar, J&K - 190007

Subject: Award of Licence for Operation of General Car Rental Services (for Motor Cab & Maxi Cab) at Srinagar International Airport, Srinagar

Dear Sir,

Please refer to your participation in e-tender for the subject facility (tender ID 2022_AAI_128955_1) for which Technical bids were opened on 11.09.2022 and the financial bid was opened on 10.11.2022. The competent authority is pleased to award you the Licence for Operation of General Car Rental Services (for Motor Cab & Maxi Cab) at Srinagar International Airport, Srinagar.

Terms and Conditions:

1. Description of Facility:

Licence for Operation of General Car Rental Services (for Motor Cab & Maxi Cab) at Srinagar International Airport, Srinagar.

2. Location and Space/Area (in Sqm/Sqft):

AREA ALLOTTED: 03 SQM in Domestic Arrival.

LOCATION: Domestic Arrival (Ground Floor) at Srinagar International Airport, or at the discretion of AAI.

3. Period of License: The license shall be valid for a period of **Three (3) Years** unless terminated earlier on account of following:

- By giving 60 days' notice in writing from either side without assigning any reason.
- Terminated by AAI on a short notice on account of un-satisfactory performance.
- Termination of expiry of the specified time period allotted for unresolved internal dispute resolution.
- Termination for regulatory / legislative or supervisory requirements.

4. License Fee: During the license period, the licensee shall pay to the Authority every month in advance, by way of license fee and applicable charges and taxes on or before 25th day of English calendar month as under: -

Period	Monthly License Fee (INR) excluding CAM/utility/GST
1 st year	Rs 6,51,111 (Rupees Six Lakh Fifty one thousand one Hundrend Eleven only)/- plus applicable charges and taxes

The license fee is subject to escalation as per the provisions given in the tender.

5. **Business Incubation Period:** Business Incubation Period of 15 days is applicable from the date of issue of the Award Letter. You are requested to complete all the formalities/ conditions of award including payment of Advance License Fee, remittance of Security Deposit and execution of License Agreement within this period.

6. **Gestation Period:**

a. Gestation period of 30 Days, reckoned from the date of handing over of sites shall be Permissible.

b. No gestation period is to be permitted in case of renewal/award of the concession/ license in Favor of the existing licensee in the same place (i.e. same area as well as location).

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.

You are required to procure all Applicable Permits/Licenses under applicable Laws including BCAS security clearance, which are required to perform the License and submit copies thereof to Authority, within this period. No extension of gestation period on any reason whatsoever will be granted.

7. **Space rent (if applicable):** A/C area space rent is Rs 1340/- psqm p.m. and space rent for non-A/C area (if applicable) is Rs 890/- psqm p.m., which is subject to annual compound escalation as mentioned in NIT.

8. **Other Charges:**

a. CAM (Common Area Maintenance) charges: As per the tender provisions.

b. Utility /Facilitation charges: As per the tender provisions.

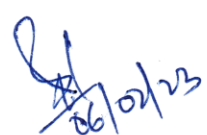
c. Electricity and Water: As per the tender provisions.

d. GST or any other tax levied by State / Central Govt. as applicable from time to time will be extra.

9. **Advance License Fee:** You are required to pay one-month License Fee in advance (by RTGS/NEFT), of Rs 7,68,785.00, as per the details below:

Particulars	Amount (Rs.)
Monthly License Fee	Rs.6,51,111 .00
CAM/Utility/Facilitation Charges	Rs. 402.00
Sub Total	Rs.6,51,513.00
GST @18% on above	Rs.1,17,272.00
Total	Rs. 7,68,785.00

10. **Security Deposit:** The performance security deposit amounting to **Rs.30,76,000/- (Rupees Thirty Lakh Seventy Six Thousand only)** equivalent to 04 (Four) months quoted license fee (Rounded off) shall be deposited in the form Demand Draft/RTGS/Bank Guarantee from any Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in the absolute favour of Airports Authority of India, Srinagar Airport. The Bank Guarantee should be valid for the entire period of license plus Six (06) months. No interest is payable on performance security deposit by AAI. **The BG shall be submitted through SFMS.**
11. **Security Deposit towards utility/electricity Charges:** The utility/electricity security deposit amounting to **Rs.4,62,000.00 (Rupees Four Lakh Sixty Two Thousand only)** for electricity charges shall be deposited by you to AAI in addition to the above security deposit in absolute favour of Srinagar Intl. Airport, Srinagar in the form of Bank Guarantee/DD/Pay Order/NEFT/RTGS. No interest is payable on security deposit by AAI. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc.
12. **License Agreement:** You shall have to enter into an Agreement on Non-judicial stamp paper (of appropriate value/ Rs.100) within 15 (Fifteen) days from the date of issue of this award letter.
13. **BCAS Clearance:** You have to obtain all necessary Security Clearance from BCAS/any other regulatory agency as required (as applicable), within the Gestation Period. You are required to login and apply in 'e-Sahaj' portal within 05 (Five) days from the date of award letter. The required documents for security clearance are to be submitted to this Office within 10 (Seven) days from the date of award letter. No extension of Gestation Period, on account of non-receipt of BCAS clearance will be given.
14. **Airport Entry Pass:** Work Permits will be issued to your legitimate workers for construction/fabrication of counters/kiosks etc., on submission request along-with valid documents as per BCAS requirement, subject to verification. Airport Entry Pass (AEP) will be issued to your legitimate staff on submission of request along-with valid documents, subject to verification. Mere submission of request will not entail you for the issue of AEP/Worker Permits. The fees for issuance of Airport Entry Permits/Passes payable to BCAS/appropriate authorities shall be borne by the licensee.
15. **Layout Plan:** You have to submit the layout plan of the outlets with detailed drawings and get them approved by the concerned Departments of AAI, before execution of work.
16. **Single Point of Contact (SPOC):** The Commercial Department will act as the SPOC for obtaining all internal permits, remittance of SD/License Fee and execution of License Agreement.
18. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) / e tender(s) for a period of one(01) year, on account on non-completion of the following:
- a) Acceptance of the offer within **seven (07) days** by submitting a duplicate copy of this LoA, duly signed by the Bidder/Authorised Signatory from the date of issuance of the award letter addressed to the party.
- b. Payment of advance license fee for one month within **15 days** from the date of issuance of the award letter.
- c) Payment of Security Deposit within **15 days** from the date of issuance of award letter.



d. Payment towards security deposit in respect of electricity charges within **15 days** from the date of issuance of award letter.

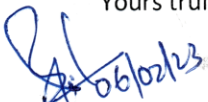
e) Execution of the Agreement within **15 days** from the date of issuance of award letter (on Stamp Paper of appropriate value, related costs to be borne by the licensee).

f) Commencement of the facility within gestation period.

19. This Letter of Award (LoA)/revised LoA (if any), its acceptance, the NIT documents and its corrigenda (as applicable) will for part and parcel of the License Agreement. This is issued with the approval of the Competent Authority.

20. The Licensee shall make payment of license fee etc. through biller direct Module and Virtual Account Number.

Yours truly,


(Anurag Sharma)

Sr. Manager (Comml.)

For Airport Director

Srinagar International Airport

Encl:Annex.-I: Schedule of Premises

Copy to: **The Executive Director (Comml), CHQ, AAI, New Delhi-** for kind information please.
 The Regional Executive Director -NR, New Delhi- for kind information please.

Internal: PS to APD Srinagar

All concerned.

Special Terms and Conditions

1. 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.
2. Proper record should be maintained by the licensee regarding General Car Rental services (for Motor Cab and Maxi Cab) rendered to the passengers. AAI has the right to inspect the records as and when required.
3. The details such as Registration No/ R.C. Book etc. of the cars put into General Car Rental services (for Motor Cab and Maxi Cab) should be intimated to the Airport Director.
4. The Working hours, Name of the Licensee and Period of the contract shall be displayed in the counter.
5. It is the responsibility of the licensee to obtain all applicable clearance/permits from the respective Govt. agencies/ local authority, if any, for running the subject facility.
6. The licensee shall not erect or display any advertisement, hoarding, banners or signboards or undertake any modifications/construction plan at the allotted space. Any specific requirement regarding display of signboards of successful licensee shall need to be got approved from Airport Director.
7. The licensee shall provide proper uniform to all his employees, as per the specification to be approved by AAI, to his workers/ supervisors at his/their own cost. The licensee will also ensure that these are worn by the employees while on duty and kept in tidy condition along with nameplate indicating their name conspicuously.
8. Penalty: The penalties of **Rs.500/-** (Rupees Five hundred only) per incident will be imposed on violation of terms & Conditions of agreement at applicable rates or decided by the appropriate authority / Competent Authority from time to time. The violations will include the following also
 - (i) Non-issue of receipt to passenger,
 - (ii) Misbehaviour by staff and
 - (iii) Over charging etc.,
9. The licensee has to make payments to his employees as prescribed under minimum wages act and as per all the related statutory provisions applicable thereto. And also, the licensee/company/agency should ensure their registration with PF & ESI purposes and compliances of contract labour provision too.
10. The licensee has to install computerized system for issuance of General Car Rental Service Slip. It should contain number of the vehicle, Mobile Number of the driver, Emergency contact number, Destination of the Vehicle, Fare, Distance and all other details which are essential for the safety of the passenger.
11. The licensee shall maintain a complaint register in the counter, easily accessible to the customers for recording their suggestions/ complaints.
12. The licensee shall frame a dispute resolution mechanism to sort out issues arising among the drivers, drivers and vehicle owners, drivers and licensee etc. AAI will not be responsible for any such issues that are internal to the General Car Rental Service

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system and out of the purview of the agreement terms and conditions. It will be solely be the responsibility of the licensee to redress such disputes in an efficient manner.

13. The licensee shall comply with all Central and state Rules and Regulation related to operation of vehicles, as amended from time to time.
14. The character and antecedent of the driver should be verified from the police Authorities and a report is to be kept in the counter and the same should be made available for verification by AAI at any time.
15. The licensee must have provision to provide printed bill to the passengers/users on account of using subject services. The Provision should be made to accept the International Credit/Debit Cards and other means of e- payment mechanism i.e. Paytm, Mobikwik, BHIM etc. In the counter. The licenses shall make arrangements to accept payments through at least 02 e- payment modes apart from cash receipts.
16. Since no separate area is earmarked for parking of Cabs (i.e. the vehicles of the licensee), the vehicles shall be parked in the Car parking area for which a separate licence for Vehicle Parking Rights Contract has been awarded by AAI. The licensee shall pay applicable Car Parking / Monthly Pass charges (as the case may be) to the licensee appointed for Vehicle Parking Rights Contract by AAI and shall have to liaison at his own with the licensee of Vehicle Parking Rights.
17. If any situation arises to allot separate parking space, the same can be considered on availability of land for which the licensee shall pay land rental charges as notified by AAI from time to time. Such allotment shall be on the discretion of AAI and cannot be claimed as a right by the licensee.
18. The licensee shall have no claim from monopoly and the Authority shall be at liberty to permit/provide other similar licensee/counters at other area within/outside Terminal Building, as may be necessitated by demand or as desired by the Authority.
19. In case of violation of AAI rules, AAI shall impose penalty to the licensee as per Penalty for Infractions given under **Annexure-1** or as decided by AAI from time to time.
20. In wake of COVID-19, all staff shall comply with the guidelines issued by AAI / Government / Health Department from time to time regarding social distancing and health hygiene.

All the above conditions shall form part of the agreement.

SCHEDULE OF PREMISES

1	AREA ALLOTTED	(i) Counter Space – 3 Sqm. (approx.) inside arrival hall of terminal building or as decided by AAI. (ii) Designated Pick-up Point outside of terminal building (city side) or as decided by AAI.
2	LOCATION	(i) Counter space inside of Terminal Building or as decided by AAI. (ii) Designated Pick-up point outside of terminal building (city side) or as decided by AAI.
3	PURPOSE	Operation of General Car Rental Services (for Motor Cab & Maxi Cab) at Srinagar Intl. Airport, Srinagar

SIGNATURE OF THE LICENSEE


26/02/23

Location Layout: As below

