

No: AAI/ NER/ Comm/ Donyi Polo/ Car Rental/05/

Date: 08-05-2023

By Mail / Speed Post

To,

M/s S.S Electricals,
Niti Vihar, Near Grace Maat Building,
Itanagar PO & PS - Itanagar,
District - Papumpare,
Arunachal Pradesh - 791 111

Mail Id: sselecttranspt2011@gmail.com

Kind Attn: Shri Amod Kumar Rai

Subject: - Letter of Intent of Award (LoIA) for License for operating operating "General Car Rental Services (Motor Cab and Maxi Cab)" at Arrival Hall of Donyi Polo (Hollongi) Airport, Itanagar, Arunachal Pradesh- reg.

Sir,

Kindly refer to your tender in response to E-tender ID:2022_AAI_137303_1 for License for operating "General Car Rental Services (Motor Cab and Maxi Cab)" facility in Arrival Hall at Donyi Polo (Hollongi) Airport, Itanagar for which Technical Bid was opened on 27/12/2022 and Financial bid opened on 13/03/2023.

The competent authority is pleased to award the License for operating "General Car Rental Services (Motor Cab and Maxi Cab)" facility in Arrival Hall at Donyi Polo (Hollongi) Airport, Itanagar, subject to following AAI's terms and conditions:

(1). Description of Facility: License for operating "General Car Rental Services (Motor Cab and Maxi Cab)" facility in Arrival Hall at Donyi Polo (Hollongi) Airport, Itanagar.

(2). Location: Arrival Hall Area of the Interim Terminal Building.

(3). Space/Area: 7.50 (seven point five) Square Meter.

(4). Period of concession: 02 (two years) further extendable for another 01 (one) year subject to satisfactory performance with effect from actual start of business or next date of completion of gestation period whichever is earlier. Accordingly, bill will be raised.

(5). Monthly Concession fee:

(a). Monthly concession fee shall be Rs. 13,501/- (Rupees thirteen thousand five hundred and one only) per month plus GST and other applicable charges shall be charged and applicable terms & conditions as specified in subject NIET.

(b). UFC (Utility Facilitation charges): Utility Facilitation charges at 10% of normal space rent (or as may be notified by AAI from time to time) plus applicable GST. Presently normal notified A/C space rent is Rs. 1160/- per square meter per month for FY 2023-24. The space rent is subject to annual escalation @7.5% on 1st April (to the nearest multiple of Rs.10/-) of every financial year or as decided by AAI from time to time.

(c). All Government Taxes including GST at applicable rates notified by Government of India/State Government/UT from time to time.

(6). Electricity/Water Charges: In addition to above, charges towards consumption of electricity and water, as may be notified/directed by the Authority and at the rate(s) notified from time to time are payable.

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क्षेत्र मुख्यालय / Regional Headquarters North Eastern Region

Dy. General Manager (Commercial)
भ.वि.प्र.म. (आ.वि.प्र.म.)
गुवाहाटी / Guwahati

(7). Advance License / Concession Fee:

Description	Amount (In INR)
One-month Concession Fee	Rs. 13,501.00
UFC @10% of normal space license fee (1160 x 7.5) x10%	Rs. 870.00
Total	Rs. 14,371.00
GST (18%)	Rs. 2,587.00
Grand total	Rs. 16,958.00

(Rupees 16,958/- (Rupees Sixteen thousand nine hundred and fifty eight) only is payable in the form of NEFT/ RTGS in the following account within 15 (fifteen) days for the date issue of this award letter:

- (a). Bank Name: State Bank of India
- (b) Account Name: AAI Guwahati Airport
- (c) A/C No. 30854418615,
- (d) Branch Name: Guwahati Airport Branch.
- (e) Branch Code: SBIN0003776

(8). Security Deposit: The licensee shall deposit security deposit (SD) of Rs 67,832/- which is rounded off to Rs. 68,000/- (Rupees Sixty eight thousand) only an amount of equal to 04 (four) months of license (based on First year license fee) fee to be deposited in the form of unconditional BG from any scheduled commercial bank having a validity of 180 days from the date of expiry of contract (Bank Guarantee from co-operative bank, even scheduled or in the form of FDR, will not be accepted). A letter of understanding from depositor to Bank should be submitted along with Bank Guarantee (copy enclosed). Bank guarantee should be routed by Applicant's Bank to AAI Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS), who in turn will advise AAI of the same. This will ensure authenticity of the guarantee. The details of secure SFMS sent by Bidder's Bank to AAI beneficiary Bank details must be furnished with the BG. The SFMS details is as follows:

- (a). CORPORATE NAME:** AIRPORTS AUTHORITY OF INDIA
- (b). BANK NAME:** ICICI BANK
- (c). IFSC CODE:** ICIC0000007
- (d). BG ADVISENG MESSAGE:** IFN 760COV (BG ISSUE): - IFN 767COV (BG AMENDMENT)
- (e). UNIQUE IDENTIFIER CODE:** AAIRHQNER

Note: On the deposited Security deposit in any form no interest shall be Payable.

(9). Security Deposit for Electricity: Concessioner shall also be liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual licence/concession value for the last year i.e. of Rs. 10,000/- (Rupees ten five thousand) only. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. This SD can be deposited in the form of NEFT/RTGS BG.

(10). Concession Agreement: The licensee shall execute an agreement with AAI to be signed on Non-judicial stamp paper from Government of Arunachal Pradesh of INR 500. The non-judicial stamp paper shall be of State of Assam & cost of stamp paper to borne by the concessioner. One copy of recent and self-attested passport size

photographs of authorized signatory are to be submitted together with agreement within 15 (fifteen) days from the date of issue of award letter/LoIA.

(11). Acceptance of LoIA: The concessioner shall require to submit a duplicate copy of this LoIA, duly signed by the authorized signatory within 07 (seven) days towards acceptance of this LoIA. It may be noted that the EMD may be forfeited and you may be debarred from further participation in AAI's tenders for a period of 1 (one) year on account of non-completion of the following:

- Acceptance of offer within 7 days from the date of issue of LoIA / award of letter.
- Payment of Advance License fee for one month of Rs.16,958/- (Rupees Sixteen thousand nine hundred and fifty eight only) including utility charges and GST @ 18% in the form of RTGS/DD in favour of Airports Authority of India, payable at Guwahati within 15 days from the date of issue of award of letter.
- Submission of Security Deposit of Rs.68,000/- (Rupees Sixty eight thousand only) in the form of RTGS/DD/BG & Electricity Deposit of Rs 10,000/- in the form of RTGS/DD/BG within 15 days from the date of issue of award of letter.
- Execution of license agreement on non-judicial stamp paper of Rs.500/- Govt. of Arunachal Pradesh within 15 days the date of issue of award of letter.
- Depute any authorized representative for the joint measurement within 15 days from the award letter. The joint measurement shall from part of agreement. If the party fail to depute any authorized representative for the measurement within 15 days then AAI representative shall be conducted the measurement and informed the party that the same will be forming part of agreement and will be binding.

(12). Interest on Delayed payment: 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.

(13). Business Incubation Period: It shall mean a period of 15 (fifteen) days from the date of issuance of LoIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA.

(14). Gestation Period: Gestation period of 30 (thirty) days, reckoned from expiry of business incubation period or 16th date of LoIA whichever is earlier. Accordingly, bill will be raised.

(15). Handing Over of Site: Sites will be handed over upon fulfilment of conditions of award within the stipulated time of business incubation period. If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 16th day of issuance of LOIA 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.

(16). BCAS Clearance: Concessioner have to obtain all necessary Security Clearance from BCAS/any other regulatory agency, if 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 LoIA. The required documents for security clearance are to be submitted to the office of Airport Director / CSO, Hollongi (apdholongi@AAI.AERO) within 10 (ten) days from the date of issue of LoIA. No extension of Gestation period, on account of non-receipt of BCAS clearance will be given. AAI will not responsible for delay in getting BCAS clearance.

(17). Airport Entry Pass: Work Permits will be issued to your legitimate workers for construction/fabrication of the existing counters/space/room etc., on submission request along with valid documents as per BCAS requirement, subject to verification. Mere submission of request will not entitle 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 Concessioner.

(18). Layout plan: Concessioner have to submit the layout plan of the outlet with detailed drawing and get them approved by the Airport Director, Donyi Polo (Hollongi) Airport, before execution of work, if required.

(19). Electric Load: Agency have to submit the electrical load requirement and electrical fitting/equipment's layout of the counters/space/room and get them approved by the concerned department of AAI, before execution of the works. Installation of electrical energy meter is the responsibility of concessioner.

(20). Notice period: Notice period for terminating the license agreement is 60 (sixty) days by either side.

(21). Other charges: That in addition to the above said license fee, licensee shall pay all charges towards consumption of electricity charges as may be due as determined by the Authority and at the rate (s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The licensee shall have to install his own electric 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 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.

(22). Penal action: AAI will be at liberty to terminate the contract at short notice to the party on account of unsatisfactory performance such as (i) Delayed payment of license fee (ii) Non-observance of approved rates (iii) Not maintaining the quality in providing service/facility (iv) Any other breach in the terms and conditions of license agreement. Licensee has to operate the contract for a minimum 50% of the contract period, failing which he may be debarred from participating in any tender in the AAI for a period of one year.

(23). Rates: The rates will be as approved by the competent local Government authority and the licensee has to collect the approved rate only from passengers for General Car Rental services (for Motor Cab and Maxi Cab) service. The approved rates shall be displayed in the counter. Rates shall be as approved by RTO/ Local Government Authority and licensee shall exhibit the said approved rates at a conspicuous place inside the licensed premises.

(24). The Concessioner shall not damage the premises or any part of the Airport Premises. In the event of any damage being caused intentionally or otherwise. AAI shall be entitled to repair the damaged or make the requisite replacement and call upon you to replacement and call upon you to replace or reimburse the cost thereof for which you shall have to pay forthwith on demand. In addition, AAI in any way will not be held responsible for any theft/pilferage etc. You shall have to make/provide necessary security arrangement for safety / security of the belonging at your own cost.


8/5/23

आर. वि. एस. मूर्ति / R.V.S. Murthy
उप महाप्रबंधक (वाणिज्य)

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क्षेत्र मुख्यालय / Regional Head Office, Eastern Region
गुवाहाटी / Guwahati-781015

(25). The licensee shall not erect, display or use any promotional in any form for purpose of advertisement or branding for a company upon the said premises without the previous permission in writing from the Authority. Authority reserves the right to charge for such activities.

(26). That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site and may give alternative premises for the purpose of this license. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score

(27). Licensee will not, without written consent of AAI, transfer the present license to any other party.

(28). The licensee shall keep a complaint book in a prominent location at points, which has to be made available for inspection by authorized representative of AAI.

(29). The built-up space measuring 7.5 (seven point five) square meter is allotted and the licensee shall construct the partition/structure on the premises at his own cost but in accordance with the size and design approved by the Airport Director of Donyi Polo (Hollongi) Airport, if applicable.

(30). The licensee shall obtain proper Insurance coverage for their properties/ goods to be stored or used in the licensed premises. AAI shall not be responsible for any kind of loss of property/good of the licensee.

(31). The licensee shall handover the licensed premises peacefully on expiry of the licensed period.

(32). The award letter/LoIA is a part & parcel of the License Agreement and licensee shall abide by these conditions.

Thanking You

Yours Truly


(R V S Murthy)

Dy. General Manager (Commercial)

On behalf of Airport Director, Donyi Polo (Hollongi) Airport

AAI, RHQ, NER Guwahati

Enclosed: Format of BG & Special Terms and conditions

Copy in favour of information too:

- (1). Regional Executive Director, NER, AAI, RHQ, NER Guwahati – 15.
- (2). ED (Commercial), AAI, CHQ
- (3). General Manager (Finance), AAI, RHQ, NER Guwahati – 15.
- (4). Airport Director, Donyi Polo (Hollongi) Airport

Dy. General Manager (Commercial)
भा.वि.प्रा., क्षेत्र.मु.उ.पू./AAI, RHQ - NER
गुवाहाटी / Guwahati-781015

SPECIAL TERMS & CONDITIONS

1. The rates will be as approved by the competent local Government authority and the licensee has to collect the approved rate only from passengers for General Car Rental services (for Motor Cab and Maxi Cab) service. The approved rates shall be displayed in the counter. Rates shall be as approved by RTO/ Local Government Authority.
2. 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 State Govt. approved in the city.
3. 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.
4. 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.
5. The working hours, name of the licensee and period of the contract shall be displayed in the counter.
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.
7. It is responsibility of the licensee to obtain all applicable clearance/ permits from the respective Govt. agencies / local authority, if any, for running the subject facility.
8. The license 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.
9. 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 duty and kept in tidy condition along with nameplate indicating their name conspicuously.
10. 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 as 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) Misbehavior by staff and
 - iii) Over charging etc.,
11. 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.
12. 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.
13. The license shall maintain a complaint register in the counter, easily accessible to the customers for recording their suggestions/ complaints.
14. 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 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.
15. The licensee shall comply with all Central and state Rules and Regulation related to operation of vehicles, as amended from time to time.
 16. 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.
 17. 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 attest 02 e-payment modes apart from cash receipts.
 18. 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 license 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.
 19. 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 discretion of AAI and cannot be claimed as a right by the licensee.
 20. 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.
 21. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
 22. The successful bidder/licensee has to obtain prior permission from BCAS for operating the facility at Arrival Hall in Terminal Building of Airport by acquiring Security Clearance from BCAS before commencement of operations/ within gestation period, if required. The successful bidder has to apply through e-SAHAJ (Security clearance online portal) AAI, Hollongi will not responsible for delay in getting security clearance from BCAS.
 23. Space shall not be used for any purpose other than for which it has been awarded.
 24. Licensee shall provide proper furniture suitable for Airports environment.
 25. Licensee shall make provision for waste baskets which shall be periodically cleaned. However, cleaning the premises handed over to the licensee for this service is the responsibility of the licensee.
 26. Licensee shall keep the area given to him in clean and orderly condition to the satisfaction of the Authority and it shall be lawful for any of the officers of the authority to enter upon and inspect the area for ensuring compliance of the same.
 27. As per the orders of Govt. of India, plastic free environment is to be developed in and around Airport premises. Accordingly, the licensee shall not be permitted to carry / use any kind of plastic items like spoons/forks/packing/cups/bags/wrappers etc., and also services to passengers by using plastic bags. The licensee shall use only bio-degradable products for packing and service to passengers inclusive of all items. In case if it found to be violated a penalty of Rs.500/- per violation will be charged.

28. The Licensee and his agents and servants shall observe, perform and comply with the provision of any law including any rules and regulations of any local authority in force time to time.
29. The licensee shall strictly comply with the safety norms of AAI and as per rules and regulations of BCAS Security
30. The licensee shall strictly comply with the rules and regulations of the various labour enforcement officials.
31. For the purpose of this contract, AAI may issue entry passes to the personnel engaged subject to the verification of their Character and Antecedents by Police and AAI shall have the sole discretion to withdraw such passes, if considered necessary.
32. That the authority shall not be responsible in any way for the loss or damage by any means caused to the licensee's men or property. Licensee shall be responsible for all safety devices for his service. AAI shall not be responsible for any claim from any one on account of loss, injury etc., caused due to incident/accident or malfunctioning of their materials. Licensee shall be solely responsible for any such losses/claims.
33. Licensee shall fix the Electricity Meter at his/her own cost.
34. All taxes, levies and duties payable under this license would be the Licensee's liability and he/she/they shall be liable and responsible for payment of all income and other taxes and duties which may be levied by Authorities on the earnings under this license. Licensee shall also be liable to pay all assessments/charge license fees and expenses, in connection with his/her/their right to use, as may be assessed or demanded in this respect by Municipal or other authorities. Licensee shall keep and will continue to keep AAI indemnified and harmless against any claim or liability that may arise in this regard.
35. The licensee shall indemnify and keep harmless the Authority from any loss liability claim or damaged that may be sustained by any person or cause to any property or which may otherwise occur, in connection therewith by reason of operating this licence.
36. No structural alternation and addition are to be made in the space allotted without prior written consent from Authority.
37. As per the terms and conditions of this agreement, The Licensee shall be responsible for any infringement of copy right/trade mark rights and the Authority shall not be responsible for any liability of this account.
38. Any aerial / ground occupation in addition to the allotted space is chargeable on pro-rata license fee, apart from action as per agreement for unauthorized occupation. In case of reduction / increase in area due to change of location / operational needs (as per requirement of AAI) during the currency of license, additional license fee shall be reduced / increased proportionately.



SIGNATURE OF LICENSEE

आर. वि. एस. मूर्ति / R.V.S. Murthy
उप महाप्रबंधक (वाणिज्य)
Dy. General Manager (Commercial)
भा.वि.प्रा.,क्षे.मु.,उ.पू./AAI, RHQ - NER
गुवाहाटी / Guwahati-781015

FORMAT OF BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of Rs.100/- by the successful tenderer)

WHEREAS by a License Agreement/ Award letter dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY") of the one part and _____ (hereinafter referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the license for operating the _____ (complete name and place of work) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other outstanding dues/charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall we sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD.....) and extended for the amount increased from time to time as aforesaid.

2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court /Tribunal/ any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.

3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.



आर. वि. एस. मूर्ति / R.V.S. Murthy

उप महाप्रबंधक (व्यावसायिक)

Dy. General Manager (Commercial)

भू. वि. प्र. क्षेत्र-उत्तर पूर्वी क्षेत्र / B.N. Eastern Region

गुवाहाटी / Guwahati-781005

गुवाहाटी/ Guwahati

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Signature Not Verified

Digitally signed by R V SATYANARAYANA MURTHY

Date: 2023.06.27 16:02:33 IST

Location: eProcurement System for Central PSUs

क्षेत्र मुख्यालय / Regional Head Quarters