



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

By email & Speed Post

No.: AAI/Gaya/Comm/Parking/2023/ 342-47.

Date: 22.11.2023

To,
M/s Joginder Singh
WZ 195-F1
Street No 4, Varinder Nagar,
New Delhi-110058
Mob No-9910719234

Subject: Letter of Intent to Award (LOIA) for Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Excess Time Fees Rights at Gaya Airport. (E-BID No.: 2023_AAI_168813_1).

Sir,

In reference to the subject mentioned above, the Competent Authority is pleased to award the licence for "Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Excess Time Fees Rights at Gaya Airport" to H1 bidder M/s Joginder Singh on the following Terms and Conditions:

1. General:

1.1 The selected Bidder M/s Joginder Singh shall within 07 days of issue of this letter return duplicate copy of the LOIA as acknowledgement of the award and submit detail of designs/drawings, layout plan and related materials for location.

1.2 **Business Incubation Period** 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.

1.3 **Gestation Period-** Gestation period of 90 days, reckoned from expiry of business incubation period or 16th date of LOIA whichever is earlier. Vehicle parking shall be operationalized within 105 days. (15days of business incubation period and 90 days of gestation period) of days of issuance of LOIA.

2. License Term:

The term of concession of this award will be 05 (FIVE) YEARS with effect from the date of commencement of operation or expiry of gestation period whichever is earlier.

* Notwithstanding anything contained in this award letter, parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI / Government of India, then the Authority shall have the right to assign / novate / alter the Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment / novation / alteration would release

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[Signature]
22/11/23

निदेशक विमानपत्तन
Airport Director

गया हवाई अड्डा
Gaya Airport

गया-823004
Gaya-823004

दूरभाष : 631-2210129
Ph.: 631-2210129

फैक्स : 631-2228884
Fax : 631-2228884

विस्तार : 631-2210501-505
EPABX : 631-2210501-505

E-mail : apd_vogy@aai.aero, Website : www.airportsIndia.org.in/www.aai.aero

Authority of all liabilities and obligations arising under the agreement from and after the date of assignment / novation / alteration and the rights and obligations of Authority under the Agreement and other arrangements entered into in accordance with the provisions of the Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment / novation / alteration as and when need arise.

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. 2,01,987- (Rupees Two lac One thousand Nine hundred and Eighty-Seven only)** per month plus Utility charges and taxes as applicable, subject to annual escalation as detailed in ENIT.

3.2 Advance License Fee:

The Concessionaire shall pay one-month advance licence Fee **within 15 (Fifteen) Days** from the date of issuance of LOIA as given below:

License Fee	Rs. 201987/-
GST @ 18%	Rs. 36,358/-
Grand Total	Rs.2,38,345/-

(Rupees Two lac Thirty-Eight thousand Three hundred and Forty-Five only)

3.3 AAI shall raise bill on or before 10th of every month. The Licensee 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.

3.4 The Licensee is also liable to Utility/ Facilitation Charges at 10% of notional space rent (or as may be notified by AAI from time to time, presently normal notified space rent is Rs. 1460/- per sqm per month for AC space and Rs. 960/- per sqm per month for Non-AC space, both the space-rents are subject to annual escalation of 7.5% from 1st April of every year or as decided by AAI from time to time) for the allotted space. For car parking, utility / facilitation charges shall be applicable on counter space (allotted at entry, exit, parking area etc.)

3.5 The licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time in addition to Licence 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.

4. Area: 7850.00 Sq Mtr. Vehicle Parking Area

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22/11/23



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5. SECURITY DEPOSIT:

5.1 The Licensee shall make Payment of Security Deposit within 15 days from the date of issuance of award letter.

5.2 The Licensee shall make Security Deposit, amounting to 06(six) months equivalent Concession fee of the First Year (1st) year to AAI as an interest free security Deposit i.e sum of Rs. 14,30,070/- (Rupees Fourteen lac Thirty thousand and Seventy only). The Security Deposit amount equivalent to 06 months concession fee to be submitted in the form of RTGS/NEFT/Bank Guarantee. Security Deposit to be furnished in the form of BG only to be issued by scheduled Bank having a validity period of 180 days from the date of expiry of contract. However, BG from co-operative Bank (even scheduled) or in the form of FDR is not acceptable

5.3 Electricity Security Deposit: The Licensee shall also deposit an interest free security deposit towards electricity charges. A sum of Rs.1,43,007- (Rupees One lac Forty-Three thousand and Seven only) i.e. an amount to 5% of annual licence concession value as Security Deposit in the form of Bank Guarantee /NEFT/RTGS.

5.5 In the event of revision in Concession Fee the Concessionaire shall, on pro rata basis, revive 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.

6. The Concessionaire shall start the vehicle parking facility as per the specification of this Agreement within a period of 105 (One Hundred Five) days from the date of issuance of the LOIA. The H1 quoted license fee will be applicable only after the expiry of the gestation period or commencement of vehicle parking operations whichever is earlier. If the agency fails to install the Automation Parking System as per AAI's specifications within 105 days from LOIA another 15 days extension will be granted with daily penalty of 0.25% of the quoted Monthly License Fees. Even after Completion of 120 days from issuance of LOIA, if the agency failed to install the equipment and not commence the operations, LOIA shall be revoked, EMD shall be forfeited and the agency will be debarred from AAI tenders for a period not exceeding three (3) years.

7. Agreement:

The agreement between the Licensee and AAI shall be completed within 15 (fifteen) days from the date of issuance of award letter (on Stamp paper of appropriate value, related costs 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. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s)/e- tender(s) for a period of ONE (1) year, on account of non-completion of Execution of the Agreement within 15 days from the date of issuance of award letter.

10. Joint Measurement:

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G. Khan
22/11/2023

निदेशक विमानपत्तन
Airport Director

गया हवाई अड्डा
Gaya Airport

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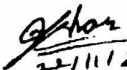
फैक्स : 631-2228884
Fax : 631-2228884

विस्तार : 631-2210501-505
EPABX : 631-2210501-505

E-mail : apd_vegy@aai.aero, Website : www.airportsindia.org.in/www.aai.aero

Joint measurement of the area to be conducted by the commercial department along with Engg/Civil department. And the party at the time of handing over/taking over of possession which 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 or any other space will be provided subject to availability/request and on payment basis.
13. Parking fees/charges should be charged as per rates which are mentioned in ENIT/Tender document. The charges should be displayed on prominent places for awareness of the passengers. Over charging of parking fees will lead to action as per ENIT condition.
14. All the times during running 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 equip itself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
16. The Licensee shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
17. Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
18. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
19. 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.
20. The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
21. The licensee must necessarily operate the contract for minimum 50% of the total period of the contract, failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year.
22. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
23. The successful bidder is requested to fulfil the conditions specified in the Letter of Intent of Award (LOIA) to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority).


22/11/2023

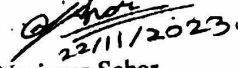


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24. All other terms and conditions will be as per E-NIT with Tender ID 2023_AAI_168813_1 will be applicable.

25. The award letter, its acceptance, and the E-NIT conditions shall form part and parcel of the license agreement

Yours sincerely


22/11/2023

Nasimus Sehar
Commercial In-Charge
For Airport Director
Gaya Airport, Gaya

प्रभारी-वाणिज्य
In-Charge-Comm.

भा० वि० प्रा० /
गया हवाई अड्डा
Gaya Airport

Internal copy to:

1. HOD (Engg.-Elect)
2. HOD. (Engg.-Civil)
3. HOD (Operation)
4. HOD((Finance.)
5. HOD (Chief Security Officer)

Signature Not Verified

Digitally signed by NASIMUS SEHAR
Date: 2024.03.12 16:06:11 IST
Location: eProcurement System for
Central PSUs