



Ref No.: AAI/Juhu/Comm1/Car Park/ 15

Dated: 27.05.2024

To,

M/s Om Sai Enterprise,

➤ Plot no.27, Flat no.201,
Sector 20, Ulwe,
Navi Mumbai - 401206

➤ Flat no.1102, bldg. no.7, Nakshtra Green,
Vasai (East), Vasai Palghar,
Maharashtra - 401208.

Sub: Letter of Intent to Award (LOIA) License for Vehicle Parking Rights in
Car Park - 1 (Juhu Beach Area & Behind Shivaji Statue) and Car
Park - 2 (opp. Mahesh Lunch Home Juhu Tara Road) Vile Parle (W),
Mumbai. [E-Bid No. 2024 AAI 190249].

Sir,

Reference is invited to the proposal submitted by M/s Om Sai Enterprises in response to the Tender ID No. 2024_AAI_190249 for License for Vehicle Parking Rights for Car Park-1 (Juhu Beach Area & Behind Shivaji Statue) and Car Park-2 (opp. Mahesh Lunch Home Juhu Tara Road) Vile Parle (W), Mumbai., which was opened on 01.05.2024 (Technical Bid) and 10.05.2024 (Financial Bid).

The Competent Authority is hereby pleased to grant the License for Vehicle Parking Rights for Car Park-1 (Juhu Beach Area & Behind Shivaji Statue) and Car Park-2 (opp. Mahesh Lunch Home Juhu Tara Road) Vile Parle (W), Mumbai., to M/s Om Sai Enterprises at the designated locations mentioned in the above tender on the following broad Terms and Conditions:

1. General:

- 1.1 The selected Bidder M/s Om Sai Enterprises shall within 07 days of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award and submit details of designs/drawings, layout plan and related materials for each of the location as per Appendix 2(B), 3 & 4 of NIT.
- 1.2 Selected bidder shall within 15 days of issue of this letter fulfil all the formalities/conditions of award as specified in LOIA.
- 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.

2. Concession Term:

The term of concession of this award will be 05 (Five) Years with effect from Concession Fee Commencement date commencement date will start from the date of start of operations OR expiry of Gestation period whichever is earlier (i.e. 106th day from LOIA)

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. 26,01,789/- (Rupees Twenty Six Lakh One Thousand Seven Hundred Eighty Nine Only) per month plus Tax Collected at Source (TCS) plus Utility Charges plus applicable Govt. Taxes, subject to 10% annual escalation as detailed in Appendix-2A of NIT.

3.2 Advance Licence Fee:

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

Details	Amount
Licence Fee	Rs. 26,01,789/-
GST @ 18%	Rs.4,68,322/-
GRAND TOTAL	Rs.30,70,111/-
(Rupees Thirty Lakh Seventy Thousand One Hundred and Eleven Only)	

3.3 Authority shall raise all bills for the current month on 1st day of month in advance, except true-up and reimbursement of expenditure bills like electricity, water, etc.

The invoices for reimbursement of expenditure like electricity, water charges, etc. for the completed month shall be raised on 5th of succeeding month.

A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest @12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the

invoices after due date but within 90 days (date of invoice plus 90 days) and @ 18% per annum from the due date till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoices as applicable shall be charged.

3.4 That in addition to the above said license fee, Licensee is also liable to pay Rs. 2,750/- per sq.mtr. pm towards AC space rent (if applicable) and Rs. 1,830/- per sq.mtr. pm towards Non AC space rent (if applicable) applicable on counter space (allotted at entry, exit, parking area, etc.). Licensee is also liable to pay utility facilitation charges as 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 & escalation percentage may be changed during the contract period as decided by AAI from time to time, the same will be liable to pay by the licensee.

3.5 That in addition to the above said licence fee, 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; if avails from AAI. Such charges shall be paid within the date(s) specified in the bill(s). In default of payment of any 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 That the Licensee shall make payment of license fee etc. through RTGS/NEFT. No cheque shall be accepted in payment of license fee etc.

4. **Area:**

All designated parking area (bare space), as per sketch indicative locations, have been shown in APPENDIX - 3 & 4 of NIT.

5. **SECURITY DEPOSIT:**

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

5.2 That the licensee shall make Performance Security Deposit, amounting to 06 months equivalent Concession fee of the 1st (First) year to AAI as an interest free security Deposit. A sum of Rs.1,56,10,734/- and the amount is rounded off to Rs.1,56,10,800/- (Rs. One Crore Fifty-Six Lakh Ten Thousand Eight Hundred only) to be submitted in the



form of RTGS/NEFT/Bank Guarantee. Security deposit to be furnished in the form of BG in favor of Airports Authority of India, Mumbai 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. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies are entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

5.3 **Electricity Security Deposit:** The Licensee shall also deposit an interest free Security Deposit towards Electricity Charges i.e. a sum of Rs.10,00,000/- (Rupees Ten Lacs only) as Security Deposit in the form of Bank Guarantee/DD/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, revise the Security Deposit, within a period of 15 (Fifteen) days from the date of such notification of revision in Concession Fee issued by the Authority.

5.6 Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI as per Annexure-I of the NIT.

6. Concession Fee Commencement Date:

The concession fee commencement date will start from the date of start of operations OR expiry of Gestation period whichever is earlier (i.e. 106th day from LOIA)

7. GESTATION PERIOD:

- a. Gestation period of 90 Days, reckoned from the date of handing over of sites shall be permissible.
- b. Vehicle parking shall be operationalized within 105 days (15 days of business incubation period and 90 days of gestation period) of days of issuance of LOIA.

8. Handing/Taking Over of Sites:



- a. Sites will be handed over to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period.
- b. 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.

9. Agreement:

The agreement between the Licensee and AAI shall be completed within 15 days from the date of issuance of LOIA (Stamp Duty & Agreement Registration Fees to be borne by the Licensee). The Licensee shall execute an agreement on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty and shall be procured by the agency. One copy of recent and of authorized signatory is to be submitted together with agreement of the license.

10. All the arrangements to be made operational before commencement of facility.
11. Space for office, space for boom barrier, counter etc. will be provided subject to availability/request and on payment basis.
12. Parking fees/charges should be charged as per rates which are mentioned in Appendix-2C of NIT/Tender document. The charges should be displayed on prominent places for awareness of the commuters. Overcharging of parking fees/charges leads to disciplinary action as per norms.
13. 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 used in the licensed premises and Authority shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
14. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.



15. 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.
16. The Licensee shall use the premises only for the purpose indicated in the agreement and for no other purpose whatsoever.
17. The the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'. That the Licensee shall pay Property Tax/Assessments Tax as per the MCGM assessment from time to time for the parking area.
18. The Licensee shall employ only such servants as shall have good character and as well behaved and skilful 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 wash rooms. 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.
19. 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, 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 shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms thereof.

20 **Set-Off Clause:**

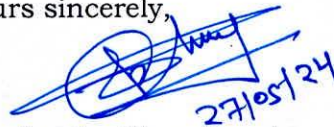
In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time the fullest extent, with prior notice of 07 (Seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without



prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

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 (LOIA).
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 (LOIA), NIT conditions and quires and replies shall form part and parcel of the License Agreement.

Yours sincerely,



(Shailendra Chaudhary)
Asst. General Manager (E-E / CommI)
For Airport Director
Juhu Airport