

No: AAI/NER/Comml/Shillong/Car Park/ 2024/

Date: 28.05.2024

By Speed Post / Mail

To,

M/s. A.S. Multiservices

B - 503, Bhoomi Hight's, Plot No.5&6

Sector-8, Kharghar, Maharashtra - 410210

mail Id : anilasshukla@gmail.com

Kind attn: Anil Kumar Shukla

Subject:-Letter of Intent of Award (LoIA) for License of Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Excess Time Fees Rights at Shillong Airport - reg.

Madam / Sir,

Kindly refer to your tender in response to e-tender vide Bid No. 2024_AAI_192124_1 on dated. 21.03.2024 for License of Concession to Supply, Install, Test, Commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Excess Time Fees Rights at Shillong Airport.

The Competent Authority is pleased to award the License 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 Shillong Airport subject to following AAI's terms and conditions:

(1). Description of Facility: License 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 Shillong Airport.

(2). Location: City side Carparking area of Shillongi Airport.

(3). Car park Area: 1529 Square Meter.

(4). Period of contract: 05 (five) years 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. 96,999/- per month (Rupees Ninty six thousand nine hundred ninety nine) only per month plus GST and other applicable charges shall be charged from the next date of completion of gestation period.

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क्षेत्र मुख्यालय / Regional Head Quarters, उत्तर पूर्वी क्षेत्र North Eastern Region

गुवाहाटी/ Guwahati

Handwritten signature and date 28/5/24

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

(6). Advance License / Concession Fee:

Description	Amount (In INR)
One-month Concession Fee	Rs. 96,999/-
GST (18%)	Rs. 17,460/-
TCS (2%)	Rs. 1,940/-
Grand total	Rs. 1,16,399/-

(Rupees 1,16,399/- (Rupees One lakh sixteen thousand three hundred ninety nine) 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

(7). Security Deposit: The licensee shall deposit towards Security Deposit amounting to 06 (six) months equivalent Concession/ License fee to AAI as an interest free security Deposit. The sum of Rs 6,98, 500/- which is rounded off to **Rs. 7,00,000/-** (Rupees seven lakh) only i.e. an amount equal to 06 (six) months equivalent license fee (based on 1st year license fee) (with other charges and provision for taxes etc.) as performance Security Deposit in the form of Demand Draft/Pay order/ RTGS/NEFT or in the form of Bank Guarantee from a Nationalized/ Scheduled Bank (Bank Guarantee from Cooperative Banks, even scheduled co-operative banks, shall not be acceptable) in favor of AIRPORT AUTHORITY OF INDIA, GUWAHATI AIRPORT within 15 days from the date of issuance of award letter (with other charges and provision for taxes etc.) to AAI as an interest free security Deposit in the form of BG/ NEFT/RTGS or DD/PO from any scheduled commercial bank (bank guarantee from co- operative bank, even scheduled, will not be accepted). The validity of BG 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 of RHQ-NER 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.

(8). Security Deposit for Electricity: Concessioner shall also be liable to make the payment towards interest free security deposit in respect of electricity charges equivalent to 5% of annual licence/concession value for the 1st year i.e. of Rs. 70,000/- (Rupees Seventy 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

(9). Concession Agreement: The licensee shall execute an agreement with AAI to be signed on Non-judicial stamp paper from Government of Meghalaya of INR 500/-. The non-judicial stamp paper shall be of State of Meghalaya & 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.

(10). 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 from the date of issue the LoIA towards acceptance of this LoIA.

(11). Interest on Delayed payment: Authority shall raise all bills (including MMG/ MAG and any other bills except annual land lease 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. Authority shall levy penal interest @ 12% per annum from the due date (Le. date of invoice plus 15 days) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoice 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 case of 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 invoice as applicable shall be charged.

(12). 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.

(13). Gestation Period: Gestation period of 90 days, reckoned from expiry of business incubation period or 16th date of LoIA i.e. immediately after expiry of business incubation period. The billing will be raised with effect from actual start of business or next date of completion of gestation period whichever is earlier.

(14). 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 as mentioned in LoIA.

(15). BCAS Clearance: Concessioner 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 07 (seven) days from the date of LoIA. The required documents for security clearance are to be submitted to the O/o Airport Director, Shillong Airport 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.

(16). Airport Entry Pass: Work Permits will be issued to your legitimate workers for installing the equipments for automated parking purposes, 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 as applicable (if applicable).

(17). Layout plan: Concessioner have to submit the layout plan for installing the equipments for automated carparking and get them approved Airport Director, shillong Airport by the before execution of work.

(18). Electric Load: Agency have to submit the electrical load requirement and electrical fitting/equipment's for installaing the equipments for automated carparking area 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.

(19). Notice period: Notice period for terminating the license agreement is 120 days by either side. If the concession/license has been terminated within 50% of the license period or the party has not served the requisite notice of 120 days, for surrender of license/concession after completion of 50% licence period, then the Security Deposit equivalent to current month license fee/MMG shall be forfeited as demurrage charges as mentioned in the Tender documents. If the licensee does not operate the license up to 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

(20). 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.

(21). 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 of item (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.

(22). Parking fee/ Rates: The Licensee have to be strictly displayed the car parking charges which was mentioned in NIT in the car parking area as well as entry & exist gate of the Airport and should be visible and other terms and conditions specified in NIET.

(23). 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.

(24). 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 and parking ticket without the prioror permission in writing from the OIC/ Airport Director and AAI reserves the right to charge for such activities.

(25). Licensee may be required to change the location as and when desired by AAI without any protest /demur and at its own cost.

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

(27). 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.

(28). 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.

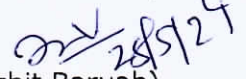
(29). The licensee shall handover the licensed premises peacefully on expiry of the licensed period.

(30). In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/ town /sdistrict where the airport is located.

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

Thanking You

Yours Truly



(Lachit Baruah)

Sr. Manager (Commercial)

On behalf of Airport Director,
Shillong Airport

Enclosed: Format of BG:

Copy in favour of information to:

- (1). Regional Executive Director, NER, AAI, RHQ, NER Guwahati .
- (2). General Manager (Engg-Civil)II AAI, RHQ, NER Guwahati
- (3). General Manager (Finance), AAI, RHQ, NER Guwahati
- (4). Airport Director, AAI, Shillong Airport



(Lachit Baruah)

Sr. Manager (Commercial)

On behalf of Airport Director
Shillong Airport.

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

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otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.

4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ (Bank's Name) or that of the Licensee or the Authority.

5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.

6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and 6 months thereafter.
- ii. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to 180 days from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank Name

Dated: ____/____/ 2024.

Place:-----.

Witnesses:

I. _____

For Successful bidder only

(Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI)

To,
The Branch Manager,
..... Bank,
.....

**Subject: My/ Our bank Guarantee No. dated for
Rs issued in favor of AAI A/c No.....**

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security/Earnest money on account of contract awarded/to be awarded by M/s Airports Authority of India to me/us.

I hereby authorize the AAI in whose favor the deposit is made to encash / close the subject bank guarantee before maturity/on maturity towards adjustment of dues without any reference/consent/notice from me/our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place: _____

Date: ____/____/ 2024.