



असम ASSAM

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LICENCE AGREEMENT

Subject: License for "Vehicle parking rights" at LGBI Airport, Guwahati

This AGREEMENT made this 24 day of October two thousand seventeen between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its Corporate Office Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 03 and Offices at all the Airports in India represented by Airport Director hereinafter called the **Authority** (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part, and S. S. Enterprises represented by Bholanath R. Shukla of the other part, hereinafter called the **Licensee** (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to grant License at its LGBI Airport, Guwahati for the purpose of **Vehicle Parking Rights** so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the Plan annexed to this Agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to the Authority on the Terms and Conditions mentioned hereunder:



[Signature]

[Signature]

विमानतट निदेशक
Airport Director

आ. वि. प्रा. नि. प्र. अ. हवाईमंडल
A.I. LGBI AIRPORT

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AND WHEREAS the Authority is agreeable to grant the License.

NOW, THEREFORE, this indenture witnesseth:

1. That the License for the said facility shall be valid for the period of 3(**three**) years from 26-10-2017 to 25-10-2020 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.

2. That in consideration, Licensee shall pay the Authority every month in advance by way of license fees on or before 10th day of English Calendar Month as under:

Years	From /To	Amount of Annual License Fee
1 st Year	26-10-2017 to 25-10-2018	Rs. 40,11,111.00 Plus Service Tax/GST as applicable from time to time.
2 nd Year	26-10-2018 to 25-10-2019	Rs.44,12,222.00 Plus Service Tax/GST as applicable from time to time.
3 rd Year	26-10-2019 to 25-10-2020	Rs.48,53,444.00 Plus Service Tax/GST as applicable from time to time.

3. That in addition to the above said license fee, Licensee shall pay all charges including 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. 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. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.

5. That the Licensee shall make payment of license fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.

6. That in the event of failure to pay the license fee and other charges by due dates, simple interest @ 12% per annum be payable, on all delayed payments without prejudice to the Authority's other rights and remedies.

7. That the Licensee shall deposit a sum of Rs. 1,94,13,776/- (**Rupees one crore ninety four lakhs thirteen thousand seven hundred seventy six only**) i.e., an amount equal to **Four (04)** months final year license fee as "Security Deposit" in the form of Demand Draft/Pay Order/Bank Guarantee from a Nationalised / Scheduled Bank in favour of Airports Authority of India, payable at Guwahati within Fifteen (15) days from the date of the award letter. 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/adjust the total amount of Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional



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For and on behalf of
AAI, L.G.B.I. AIRPORT
GUWAHATI

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.

8. That the Licensee shall deposit in DD/Pay Order Rs 50,000/- (Rupees fifty thousand only) as Security Deposit towards Electricity Charges.
9. That the Licensee shall equip himself 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.
10. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales affected by the Licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by authority in such manner as may be prescribed. The Licensee shall provide to the Authority, if so required by the Authority, statements of audited Accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.
11. That 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.
12. That Authority shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
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 or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.
14. That 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.
15. 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 him 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 him and the Licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
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 bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
17. The Licensee shall not terminate the License before the expiry of the period of the License except by giving 60 days' notice in writing, otherwise the Licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the



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Director
AAI, L.G.B.I. AIRPORT
GUWAHATI

Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 60 days' notice in writing without assigning any reason there to.

18. In the event of any default, failure, negligence or breach in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the License agreement, the Authority will be entitled and be at liberty to determine the License forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
19. The Authority and the Licensee further agree that they are bound by the General Terms & conditions as well as Special terms & Conditions respectively annexed hereto which form part & parcel of the license agreement.
20. The tender documents and award letter / letter of intent issued in favour of successful bidder shall also form part and parcel of the license agreement.

SIGNED BY B.K. Tailong AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA, LGBI AIRPORT, GUWAHATI FOR AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF:

Witnesses:

1.

Praveen US, MM (Comm.)

2.

Tarunjeet Singh, JE (Commercial)

SIGNED BY

THE PRESENCE OF:

FOR AND ON BEHALF OF

S.S. Enterprises IN

Signature :

Office Seal :

Witness:

1.

Shailendra Pandey
SHAILENDRA PANDEY

2.

Suresh
SURESH KUAR



SCHEDULE OF PREMISES

- | | | |
|----|-----------------|-----------------------------------|
| 1. | Space measuring | Car parking – 8860 sqm. |
| 2. | Location at | City side, LGBI Airport, Guwahati |
| 3. | Purpose | Vehicle Parking Rights |

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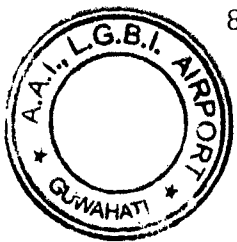
विमानवाहन निदेशक
Airport Director
आ. वि. प्र. नि. नि. अ. हवाई अड्डा
AAL, LGBI AIRPORT
Guwahati



GENERAL TERMS & CONDITIONS

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said Airport ground subject to such rules and regulations and may be imposed by the lawful authorities of the airport ground.
2. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any unlawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the Licensee under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent, similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the Authority who should invariably acknowledge the notice.
 - a) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as herein before otherwise provided, all notice to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and power of the said Airport Director in respect of the airport under his charge.
5. a) The Licensee shall not, unless with the written consent of the Authority create a sub-license 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.
 b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
6. The Licensee, his agents and servants shall observe, perform and comply with all rules and regulation of the Shops and Establishments Act, Factories Act, Industrial Disputes Act, Minimum wages Act and provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.
7. a) The Licensee shall Indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
 b) The Authority shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.
8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulation with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, the Airport in-charge shall have powers to get the premises cleared at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default up to 7 days and thereafter Rs. 1000/- per day and can take other actions including termination of the



[Signature]
 AIRPORT DIRECTOR
 A.A.I. L.G.B.I. AIRPORT
 GUWAHATI

License. The name boards of the facility shall be made matching with the ambience of the building.

9. The Licensee shall comply with the requirements of all standard health clauses including those given below:
- a) The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc, used by the Licensee.
 - b) All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out them and his agent and servants.
 - c) The Licensee shall notify to the Airport health Officer whenever any person working under him is suffering or suspected to be suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - d) The Licensee or his agents and servants shall not without consent of the Airport Health Officer, interfere with, injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Airport Health Officer with the object, of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - e) The Licensee, his agents and servants shall not abuse the water source and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - f) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of Licensee in complying with either of these conditions specified in the foregoing sub-clauses (i) to (v), the Authority will be entitled and be at liberty to determine the License forth with and resume a possession of the premises without payment of any compensation under or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.
10. The Licensee shall employ only such servants as shall have good character and well behaved and skillful 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 points 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 person employed by him verified by the police to the satisfaction of the Authority, before the employment.
- 11.
- a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other authorized Officer of AAI depending upon the area of the Licensed premises) of minimum a 2.5 Kg CO2 fire extinguisher in the licensed premises at his cost before commencement of business.
 - b) No wooden partition / inflammable materials shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop/office premise shall be as per the specification given by AAI and to be got approved by AAI in advance.



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Signature of
Airport Director
Mr. B. M. D. M. S. S. S. S. S.
AAI, L.G.B.I. AIRPORT
GUWAHATI

- c) License shall not use a naked light or cause or permit any such light to be used in the licensed premises.
12. The Licensee shall not damage the premises or any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.
13. The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
14.
 - a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.
 - b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal / licensed premises.
 - c) The Licensee will, during the continuance of this License insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.
15. In the case of such breach of the terms of this License as minor offenses and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the Licensee.
16. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
17. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices / fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause, itself fix the price of any article or articles, if, in its opinion, the prices charged are unreasonable or exorbitant and there upon the Licensee shall sell only at the price to fixed by the Authority and he / she shall also be liable to refund to any customer any amount in excess of the price so fixed.
18. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publication Division of Government of India and / or Tourism Department of the Central Government or of the State Government within whose jurisdiction, the Airport is situated on such terms and conditions as may be fixed by the said Publications Divisions or said Tourist Department.
19. The License shall not stock, sell display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and

विमानतट विभाग
Airport Director
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MUMBAI AIRPORT
मुंबई-७५० ००४

20. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by Airport Director of the Authority.
21. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event, However, rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws / Rules / Regulations / Orders, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the key during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the Terms & Conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation / bargaining will be entertained.
25. On expiry of the License period or on termination of the License by the Authority on account of any breach on the part to of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installation, if any, provided by the Authority. Further, Licensee shall remove his / their goods and other materials from the Premises immediately, failing which Authority reserve its right to remove such good / materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventually.
26. The license herewith granted shall not be construed any way as giving or creating any other right or interest in the said space / building / land / garden / tank / premises to or in favour of the Licensee but shall be construed to be only as a License in terms & conditions herein contained.
27. The authority, its servants and agents shall at all times have the absolute rights of entry into the said premises.
28. The provision of AAI (Amendment) ACT 2003 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act including taking action against unauthorized occupants as per the detail below:-



विमानपत्तन निदेशक
AI, Delhi Director
श. वि. प्रा. (वि. वि. प्र. व. हवाईमंडल)
AAI, DELHI AIRPORT
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Sl. No	Designation of the officers	Categories of Public Premises and local limits of jurisdiction
1	Regional Executive Director/ Airport In-charge/Official having charge of the Airport/region	Airport premises/land belonging to leased or taken on lease by and under the local limits of airport or the establishments of AAI.

29.

- a) All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under which are now enforce or which may hereafter come into force are applicable) or the premises of AAI Amendment Act 2003 for taking action against unauthorized occupants are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee(DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman / Member of the Authority. The Award of the Arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act, 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
- b) The licensee(s) undertake to pay the full amount of license fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even he/they have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.
- c) The case shall be referred to the Sole Arbitrator by the Chairman/Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.
- d) Similarly, before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the Disputed amount with AAI and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the Dispute Resolution Committee.
- e) During the arbitral and Dispute Resolution proceedings the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements.
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 / district where the airport is located.
- 31.
- a) Airports Authority of India, LGBI Airport is ISO 9001:2008 certified for its Quality Management Systems and ISO 14001:2004 certified for its Environmental Management Systems. Therefore, the Licensee should comply with the requirement of Environment Management Systems by conserving energy and water; control of noise, water and air pollution by better effluent management, better management of solid and hazardous wastes, and complying with Pollution Control Laws and Rules in force, Instructions issued by the AAI in this regard, and by promoting an environmental awareness among their employees.



विमानतट निदेशक
Airport Director
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AAI, LGBI AIRPORT
Guwahati

- b) The Licensee shall ensure quality in the services provided by him by ensuring that the services are user friendly, responsive to the suggestions of the users, conform to the general standards of similar services available to the users outside the airport, and there should be continuous improvement in the services provided by the Licensee.
- c) Any non-compliance to the to the instructions issued by the Airport Director, AAI, LGBI Airport with regard to 31 (a) and (b) above shall be deemed to be considered as non-compliance of the terms and conditions of the Agreement, and shall be dealt with accordingly."



विमानचरम दिरेक्टर
Airport Director

भा. वि. प्रा. को. जे. ए. अ. हवाईअड्डा
AAI, LGBI AIRPORT
गुवाहाटी-781005



SIGNATURE OF LICENSEE



SPECIAL CONDITIONS OF THE LICENSE

1. The Licensee may regulate the parking of vehicles at car park area at LGBI Airport and charge parking fee at the following rates (Inclusive of Service Tax/GST):

Type of vehicle	Parking fee(Rs.)
GENERAL PARKING	
Coaches/Bus/Truck	70
Tempo/SUV/Minibus	70
Car	60
2-Wheelers	15

(The rates will be applicable for 2 hours. After 2 hours, rate will be increased by Rs.10/- per hour. For 2-wheeler, charge after 2 hours will be increased by Rs.5/- per hour. The parking rate beyond 7 hours up to 24 hours will be 300% of the first two hour rate and every 24 hours or part thereof. In case of upward revision of parking rates, the licensee is liable to pay the proportionate additional license fee.)

2. Maximum of 5 minutes free parking in front of Terminal Building.
3. The Monthly Charges in respect of employees of AAI and other authorized agencies functioning at airport, cargo complex and AAI offices will be as follows:

S.No.	Agency	Type of Vehicle	Charges (PM)
01	AAI Employees	All	Free of charge
02	Others	Car	Rs.200/-
		Two wheeler	Rs.100/-
		Tempo	Rs.1000/-
		Truck	Rs. 1500/-
03	Operators at Cargo Complex	Truck	Rs. 1500/-
		Tempo	Rs.1000/-
04	Agent/Licensee at Cargo Complex (entry at cargo complex only)	All	Rs.750/-

4. The Licensee shall provide computerized billing system as far as possible.
5. The billing system should have built in provision to share the invoicing details with AAI on real time basis.
6. The Licensee shall use the area allotted for the bonafide purposes as provided in the Agreement, more particularly described in the attached schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines and concessionaires using the Airport and for no other purpose.
7. The Licensee shall install hydraulic boom barriers and provide automatic or semi automated car access control. RFID Cards shall be provided separately by contractor to



as shall be provided separately by co

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विमानवायु निदेशक
Air port Director
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users as per requirement as and when required / implemented - once in a time user, monthly passes for daily users, employees and VIPs.

8. Licensee shall not erect or display any advertisement, hoardings, banners or signboards, or undertake any modification/construction plan at the allotted space. Any specific requirement needs to be approved by Airport Directors/Airport In-charge.
9. The Licensee shall make their own arrangements for printing and issuing of car park tickets along with counter foil of various denominations as per ticket pattern approved by AAI. No advertisement is permitted on front or backside of the ticket without the specific approval of the Authority.
10. Staff vehicles of AAI will be permitted free parking in the designated area. Govt/VIP vehicles will be allowed free parking in the designated park area. (Govt/VIP Vehicles carrying the concerned marking).
11. The Airport Director/Airport Incharge will approve the design and location of the temporary structure/permanent structure required by the Licensee for dispensing the tickets for parking and other establishment requirement of the Licensee for running the facility.
12. The Licensee shall submit necessary reports with regard to trend of vehicles parking as well as collection, etc., as and when desired by AAI in the required format.
13. The licensee shall have adequate provision to check and carry out through security screening of all cars entering into the car park with necessary equipments/gadgets like inverted mirror with adequate trained manpower at the entry gates of the car park before the cars enter the area and ensure security requirement. The licensee shall also deploy adequate number of uniformed security personnel within the car park area to ensure that the cars are parked in orderly manner in the designated parking lanes and to assist the passengers/public for easy parking and removal of cars from the car park.
14. The fact that the car park cannot be operated for sometime because of strikes, lockout by any airlines/agencies or any other reason shall not render the agreement null and void and Authority shall not be liable for any compensation.
15. The Security/custody of vehicles in the car parks will be sole responsibility of the licensee. The licensee shall take all necessary precautions for the safety of the vehicles. Any claims arising out of the neglect of the licensee shall be borne by the licensee.
16. The licensee shall maintain proper cleanliness in the parking area. All expenditure on account of maintaining proper cleanliness shall be borne by the licensee.
17. The AAI shall be free to put up any hoardings or other advertisement material in the car park area or provide any other facility in the area. Any income arising out of such facilities shall belong to the Authority and the licensee shall not have any right of share.
18. The licensee shall follow the instructions about efficient Management of Car parks. Any expense incurred on maintenance of accounts etc. shall be borne by the licensee.
19. Two set of uniforms as per the specification to be approved by AAI shall be provided by the contractor to his workers/supervisors at his own cost. He will also ensure that these are worn by the employee while on duty and kept to tidy condition along with name plate indicating their name conspicuously.



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विमानचलन निदेशक
AAI, L.G.B.I. AIRPORT

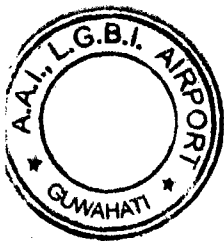
आ. वि. प्र., आ. वि. प्र., आ. वि. प्र. हवाईअड्डा
AAI, L.G.B.I. AIRPORT

10/10/2017

21. Penalties: the penalties will be imposed on violation of terms and conditions of agreement as per the list given below:



Sl. No.	Description of irregularities	Penalty
1	Staff not in uniform/without ID Card	Rs. 1500/- per violation
	Un-clean premises and improper housekeeping	
	Vehicles not parked in orderly manner	
	Charging of parking fee at the time of entrance	
	Vehicle checking appliances not provided / Hydraulic barriers not provided	
2	Use of unapproved parking slips	Rs. 3000/- per violation
	Misbehavior by parking staff	
3	Refusal to issue monthly passes	Rs. 5000/- per violation
	Obstruction of free movement to service rooms/stations utilities	
4	Over charging	10% of monthly license fee
	Encroachment	
	Parking of commercial vehicles	
	On 3 rd occasion of irregularities given at Sl. No. 1 to 3	
5	Use of parking space for other than parking purposes	25% of the monthly license fee
	Criminal activity in parking area	
6	On 2 nd occasion of irregularities given at Sl. No. 5 or 3 rd occasion of irregularities given at Sl. No. 4	50% of the monthly license fee
7	On 3 rd occasion of irregularities given at Sl. No. 5	100% of monthly license fee and/or Termination of contract without any notice.
8	On 2 nd occasion of irregularities given in Sl. No. 1 to 3	Penalty as per Sl. No. 1 to 3
9	On 2 nd occasion of irregularities given in Sl. No. 4	Penalty as per Sl. No. 4

The APD/Airport in-charge will have the powers to decide the quantum of penalty based on the report/recommendation of 3 officers, where in one of the office will be compulsorily be the in-charge of the Commercial Department of the Airport.



23 The actual area shall be measured and signed by both the parties before commencement of the contract for general car park. The joint measurement will be conducted within 15 days from the award letter. This joint measurement will form part of agreement. If the party fails to depute any authorized representative for the measurement within 15 days, the AAI representative shall conduct the measurement and inform the party that the same will be forming part of agreement and shall be binding.

shall be binding.

विमानवाहन निदेशक
AAI, Port Director

भा. वि. प्रा. (डी. पी. ए. ए. हवाई अड्डा)
AAI, LC & AIRPORT

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24. The value of the contract agreement will be worked out as follows:

- a) The value quoted by the party (excluding taxes and duties if any) divided by the tentative area will give the rate per square meter per month.
- b) The actual area multiplied by the rate per square meter as worked out above will be the value of the contract per month.

25. Rebate:-

During the course of the contract due to any administrative reasons (like construction activity or security etc) the area of car park is reduced more than 10% of the area allotted at the time of commencement then the rebate will be worked out as below:-

- a) Actual measurement shall be conducted jointly by AAI and the contractor whenever the change is taking place after the commencement of the contract.
- b) The modified contract value shall be approved by the Airport Director and communicated to the contractor duly acknowledged.
- c) The reduction will be applicable from the first of the following month only.
- d) The contract period will not be changed under any condition.
- e) The applicable rates for parking for different vehicles mentioned will be strictly adhered to.

26. In case of reduction in area as above, AAI reserves the right to compensate for the same in other area. The licensee is entitled for rebate as above only if the reduction in area is more than 10% even after alternate area is provided.

27. In case of construction works of the new Terminal Building at LGBI Airport, Guwahati the licensee shall abide by the following additional condition:

"The vehicles pertaining to construction activities will have the right to use the vehicular lanes in the car park for thoroughfare".

28. The successful tenderer(s) shall operate the facility throughout the operational hours of the Airport.

29. The licensee shall employ well groomed persons with pleasing personality and communication skills. They will show utmost courtesy towards the passengers/visitors. The employees while on duty at airport should be in the AAI's approved uniform provided by the licensee at the licensee's cost and should wear the identity cards along with name badges. Enough number of persons for parking management & security should be deployed.

30. AAI reserves to itself the right to shift the operation between Arrival & Departure. AAI also reserves the right to change the entry and exit points as given in the diagram due to security/operational reasons.



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SIGNATURE OF LICENSEE

সি. এ. এ. আই. গুৱাহাটী
Airport Director
AAI, LG.B.I. AIRPORT
GUWAHATI