



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

संदर्भ: भाविप्रा/औबाद/वाणिज्यिक/कार पार्किंग/

दिनांक : 17/03/2020

सेवा में,

मेसर्स प्राइम टोल & मेटल रेकोवेरिएस प्रा. लि.

शॉप नो. 10, कोहिनूर सोसाइटी, opp बीएमसी स्कूल,

ए जी लिंक रोड, साकीनका, मुंबई - 400072

विषय : कन्सेशन टु सप्लाई, इन्स्टाल, टेस्ट कमिशन, अँड ऑपरेट औटोमटेड वेहिकल पार्किंग मैनेजमेंट सिस्टम; कलेक्शन ऑफ पार्किंग फीस अँड एक्सेस फीस राइट्स; अँड लेन मैनेजमेंट हेतु अवार्ड पत्र - औरंगाबाद विमानक्षेत्र.

Subject : Award License for Concession to supply, install, test, commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Access Fees Rights; and Lane Management at Aurangabad.

महोदय, / Sir ,

Please refer to your acceptance letter dated on 24/02/2020 that you had submitted as a part of Annexure C of the NIT for *Concession to supply, install, test, commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Access Fees Rights; and Lane Management at Aurangabad* vide which you have unconditionally accepted all the terms and conditions of the tender document floated by us.

The Competent authority is pleased to approve the licence for **'Concession to supply, install, test, commission (SITC) and operate Automated Vehicle Parking Management System; Collection of Parking Fees and Access Fees Rights; and Lane Management at Aurangabad.'** Area 13200 Sq.Mtr. for a period of 5 years at Aurangabad Airport in favour of M/s. Prime Toll & Metal Recoveries Pvt. Ltd., Shop no. 10, Kohinoor Society, opp BMC School, A.G. Link road, Sakinaka, Mumbai-400072 subject to fulfillment of contractual formalities and obligation and the following terms and conditions :-

1. Licence period – 5 years
2. The licensee shall pay the quoted monthly licence fee Rs. 2,35,000/- (Rupees Two lakh and thirty five thousand only) **Per Month, Applicable Taxes Extra.**

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O/O The Airport Controller, AAI, Aurangabad. Phone No: (0240)2476147, Fax : (0240) 2485344

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3. Utility/ Facilitation Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent is Rs. 231.67 Per Sqm per month subject to annual escalation of 10%) for allotted cabins/ counters (provided at entry/ exit points and vehicle parking area).
4. The licensee shall pay monthly licence fee on or before 10th of each calendar month in advance. Payment of monthly licence fee may be made by DD in favour of Airport Authority of India payable at Aurangabad or RTGS/NEFT to AAI Account Number 33820408194 of State Bank of India, N-4, CIDCO, Aurangabad. IFSC Code SBIN0013030, Br. Code 13030 under intimation to this office every month.
5. In the event of outstanding dues exceeds one months, the authority may without prejudice to other rights and remedies be entitled to charge penal interest @ 12 % p.a. on delayed payments for the first month and thereafter @ 18 % per annum for maximum of two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of two months, the contract shall be terminated and the dues along with penal interest shall be adjusted from the Security Deposit, without grant of any extension whatsoever.
6. **Rate of Escalation:** License Fees shall be subject to annual escalation as detailed in Appendix: 2A OF THE NOTICE INVITING TENDER.
7. **Business Incubation Period** shall mean a period of 15 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.
8. **Handing Over of Sites:**
 - a. AAI will hand over the parking site only after the agency completes the installation of Parking equipment's as per NIT within the gestation period.
 - b. AAI will provide access (ie; right of entry in this case) to the sites only for the installation of parking equipment's to the selected bidder upon fulfilment of conditions of award within the stipulated time of business incubation period. However, the sites will be handed over for commencement of Operation by the Licensee only after commissioning of parking equipment as per NIT on or before the expiry of gestation period.
 - c. If the licensee fails to complete the conditions of award which are pre-requisite for access to the 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 installation of parking equipment's as per NIT.

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9. Gestation Period:

- Gestation period of 90 Days, reckoned from expiry of business incubation period or 16th date of LOIA whichever is earlier.
- Automated vehicle parking solution shall be operationalized within **105** (15 DAYS of business incubation period and 90 days of gestation period) of days of issuance of LOIA.
- Commencement of operations of subject license will not be permitted until both the pre-requisites (activities to be completed in business incubation period as well as SITC of Automated Parking Management Solution) as detailed above are not fulfilled by the licensee.

10. Concession Fee Commencement Date

- The Concession fee commencement date will start from the Date of Handing over of the site by AAI after installation of Parking equipment OR expiry of gestation period whichever is earlier (i.e. 106th day from LOIA)
- If the agency failed to install and start the parking automation on or before the expiry of gestation period (i.e. 106th day from LOIA), then also Concession fee will start from 106th day from LOIA in addition to the penalty envisaged in the NIT Clause. And if the parking equipment's not installed by 120 days from LOIA, then AAI will cancel the award letter and penalties will be imposed as per the NIT provisions.
- In case of any legitimate reasons, if any change in parking lay out/area due to which the parking equipment's like boom barrier/toll booth etc to be relocated, then the same shall be carried out by the licensee at their own cost and nothing extra will be paid to the licensee. During the entire contract period only 3 times such relocations are envisaged.
- The particulars pertaining to "Airports Authority of India" Bank account for RTGS / NEFT are as follows:-

Account Name	AIRPORTS AUTHORITY OF INDIA
Account Type	Current
Account No.	33820408194
Bank Name	STATE BANK OF INDIA
Branch	BRANCH CODE 13030, N-4, CIDCO, PUNDLIK NAGAR, AURANGABAD-

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	431005.
IFSC Code	SBIN0013030

11. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) / e tender(s) for a period of **One (01) years**, on account on non- completion of the following:

- Acceptance of the offer within **seven (07) days** from the date of issuance of the award letter addressed to the party.
 - Payment of advance license fee for one month within **15 days** from the date of issuance of the award letter.
 - Payment of Performance Security Deposit within 15 days from the date of issuance of award letter, amounting to 4 months equivalent Concession fee of the first (1st) year to AAI as an interest free security Deposit. The SD amount equivalent to 4 months concession fee to be submitted in the form of NEFT/RTGS or DD/PO from any scheduled commercial bank (Bank Guarantee from co- operative bank, even scheduled, will not be accepted)
 - Execution of the Agreement within 15 days from the date of issuance of award letter (Applicable Stamp Duty and other related costs to be borne by the licensee).
 - Commencement of the facility within gestation period.
- b. **Electricity Security Deposit:** The Concessionaire shall also deposit an interest free security deposit towards electricity charges, amounting to 5% of concession fee of the last year subject to minimum deposit of Rs.10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. in the form of DD/Pay Order/NEFT/RTGS.

The Performance Security Deposit and Electricity Security Deposit are collectively referred to as "**Security Deposit**".

12. 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 is issued by the Authority.
13. 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

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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 under this shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms hereof.

14. Subject to the terms hereof, upon expiry of the Term or early termination of this Agreement, the Authority shall refund the Security Deposit to the Concessionaire, upon adjusting the outstanding dues of any nature, if any.

15. Fraud & Corrupt Practices and Penalty:

- i. Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOIA to the successful bidder, or after the execution of concession agreement or during the subsistence thereof, AAI at its discretion can disqualify the bidder or terminate the concession (as the case maybe), if the bidder/licensee:
1. has been debarred by any state or central government or government agency in India and the same is subsisted at the time of NIT; or
 2. has made misleading or false representation in the forms, statements and attachments submitted; or
 3. the applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
 4. One or more of the eligibility criterion have not been met by the Applicant; or
 5. The Applicant has made a material misrepresentation; or
 6. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 7. The applicant or its associates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India or any PSU or Government Departments during the last 5 years;
- ii. Then the LOA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by AAI to the agency without AAI being

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liable in any manner whatsoever to the agency. In such an event, AAI shall forfeit and appropriate the EMD and Performance Security and debar the agency from AAI tenders for three years without prejudice to any other rights or remedy that may be available to AAI in this regard.

iii. If such an event occurs after the issuance of LoA and during the contract period, then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the contract and forfeiture of the Performance Security amount.

iv. Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the Proposals under consideration.

16. 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. 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 on 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.

17. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'.

18. That the Licensee shall make payment of license fee etc. either by cheque/demand drafts drawn on local banks or through RTGS/NEFT. No outstation cheque shall be accepted in payment of license fee etc.

19. Exit Clause in this contract shall be as follows:-

A. Normal termination:-

The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or

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before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.

B. Termination for cause:-

If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of **45** days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within **50%** of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the six **(6)** months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

C. Termination for convenience:-

Either party, AAI on one part and the contractor on the other party can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party should be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administrative time required for the approval will not be added. 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 license fee/MMG shall be forfeited as demurrage charges, as per the details below:

	If termination of	Security deposit equivalent to current license fee/MMG to be forfeited (in months)

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S. No.	concession/ license occurs	For contract period of more than 3 years	For contract period of 1-3 years	For contract period of less than 1 year
(i)	Before 50 % of contract period	6	4	2
(ii)	between 50% to 75%	4	3	2
(iii)	between 75% to 100%	2	2	1

NOTE: If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

D. Termination for regulatory / legislative or supervisory requirements: If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment.

20. Acceptance of award letter and NIT conditions shall form part and parcel of the license agreement.
21. Liability of the prospective licensee to obtain proper insurance coverage for their properties/goods to be stored or used in the licensed premises.
22. The Licensee has to take necessary approval from AAI Engg.-Electrical department for installation of electrical fitting / appliances and electrical meter. Electricity charges will be applicable as per actual consumption.
23. The rates should be charged strictly as per the rates approved by AAI. Licensee shall exhibit the said approved rates at a conspicuous place inside the licensed premises. Parking Charges Schedule.
24. The licensee should have a billing system (preferably electronic mode) and the invoice details should be shared with AAI as and when asked for.

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25. The licensee shall make provision for accepting e-payments through PoS Swiping Machine / Paytm / Free charge / BHIM App and other e-wallets.
26. The party shall not erect or display any type of advertisements or signboards except after obtaining the prior approval in writing from AAI.
27. The licensee shall display only the name of his firm as per the dimensions determined by AAI, on the premises allotted.
28. The licensee shall deploy his permanent employees and obtain all necessary permits as required under law in force, from time to time. You will also observe and comply with the provisions of Minimum Wages Act regarding payment of wages and benefits of E.S.I., P.F., Gratuity, Bonus, etc. for the employees engaged by you and the Airports Authority of India shall not be liable in this regard in any manner.
29. The licensee shall have to obtain necessary character & antecedent verification from police authorities for issuance of PIC for staff.
30. You are requested to install a minimum 4.5 kg CO2 fire extinguisher in the office/shop premises determined by Fire department of AAI.
31. Agency has to Install smart parking equipment as per technical specification given as per appendix 2B of NIT
32. The licensee shall further comply with the following terms and conditions of the licence :-
 - a. Acceptance within 7 days from the issue of this letter.
 - b. Payment of advance licence fee Rs. 2,82,243/- (one month L/Fee + Utility charge +TCS + GST),
 - c. Security Deposit will be equivalent to 6 months licence fee i.e. Rs. 2064381/- =
The SD amount equivalent to 03 months concession fee to be submitted in the form of BG from any scheduled commercial bank (other than cooperative scheduled bank) and balance 03 months equivalent concession fee by way of NEFT/RTGS of DD/PO. (For the purpose of calculation of SD Amount,
 - d. Electricity Deposit : 17300/- (05 % of last year licence Fee)
 - e. Execution of agreement in the prescribed format typed on non-judicial stamp paper of Rs.100/- in before completion of incubation period.

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The Authority and the Licensee further agree that they are bound by the Schedule of Premises, General Terms & Conditions, & Special Terms and Condition found in Annexure 'X,Y & Z' respectively annexed with attached draft agreement copy.

This award letter forms a part of agreement.

Thanking you I

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शशांक शेखर सिंह।
क. कार्यपालक। वाणिज्य।
कृते, विमानपत्तन निदेशक
भाविप्रा - औरंगाबाद

प्रतिलिपि :-

1. क्षेत्रीय कार्यपालक निदेशक, भाविप्रा, पक्षे, मुम्बई
(ध्यानार्थ : विभाग प्रमुख - वाणिज्यिक)
2. कार्यपालक निदेशक - वाणिज्यिक, भाविप्रा, राजीव गांधी भवन, सफदरजंग हवाई अड्डा, नयी दिल्ली
3. महाप्रबंधक - सतर्कता, भाविप्रा, पक्षे, मुम्बई
4. उप. समादेष्टा - के. औ. सु. बल-औरंगाबाद

आंतरिक वितरण :- For information & necessary compliances of award & NIT conditions

- | | | | |
|--------------------------|--------------------------------|--------------------------------|------------------------------|
| 1. OSD to APD | 2. सहा. महाप्रबंधक-इंजी. सिविल | 3. सहा. महाप्रबंधक-वित्त | 4. सहा. महाप्रबंधक - विद्युत |
| 5. मुख्य सुरक्षा अधिकारी | 6. प्रभारी-अग्नी | 7. प्रभारी - टर्मिनल मैनेजमेंट | |

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शशांक शेखर सिंह।
क. कार्यपालक। वाणिज्य।
कृते, विमानपत्तन निदेशक
भाविप्रा - औरंगाबाद

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