



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

एएआई/बीपीएल/वाणि/उबर/2022

दिनांक 31.05.2022

मेसर्स उबर इंडिया सिस्टम्स प्राइवेट लिमिटेड
रेगस बिजनेस प्लेटिनम सेंटर प्रा। लिमिटेड
लेवल 13, प्लेटिनम टेक्नो पार्क,
प्लॉट नंबर 17/18, सेक्टर -30 ए,
वाशी नवी मुंबई, महाराष्ट्र - 400 705
Email: gautam.oswal@uber.com

विषय - **Award of license to Operate APPLICATION BASED CAB AGGREGATOR
SERVICE at Raja Bhoj Airport, BHOPAL**

महोदय,

उपरोक्त विषय के संबंध में अवार्ड लेटर क्रमांक एएआई/बीपीएल/वाणिज्य/उबर/2022 दिनांक 31.05.2022 मूल रूप में इस पत्र के साथ संलग्न कर आपकी ओर सूचना एवं आवश्यक कार्यवाही हेतु प्रेषित है।

सहा. महाप्रबन्धक (सी.एन.एस - वाणिज्यिक)

कृते विमानपत्तन निदेशक

माविप्रा राजा भोज विमानपल भोपाल

भवदीय,

(संतोष सिंह)

Received original
Copy of Award letter
Date 31 May 2022
Hashtit Agrawal
Team lead
Date 3 June 2022



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

Ref No: AAI/BPL/Comm/ABCA/UBER/2022/449

Dated: 31.05.2022

M/s. UBER India Systems Private limited
Regus Business Platinum Centre Pvt Ltd,
Level 13, Platinum Techno Park,
Plot No 17/18, sec- 30 A,
Vashi Navi Mumbai,
Maharashtra- 400 705
Email: gautam.oswal@uber.com

(Kind Attn: Gautam Oswal, Business operations Manager)

**Subject: Award of license to Operate APPLICATION BASED CAB
AGGREGATOR SERVICE at Raja Bhoj Airport, BHOPAL**

Sir,

In response to your offer in the Expression of Interest EOI (Tender ID: 2022_AAI_109315_1), we are pleased to inform that the Competent Authority has decided to award the subject license to you on the following terms and conditions: -

1. You shall operate the subject license at Raja Bhoj Airport, Bhopal whose location / area is as follows:
 - a) Cab aggregator outlet inside Arrival Hall : 3 sqm
 - b) Cab aggregator outlet Pick up point outside terminal building: 3 sqm
2. The period of License shall be **Three (03) Years.**
3. **Business Incubation Period : Fifteen (15) days** from the date of issuance of of this award letter. During this period, you will be under obligation to complete all formalities of award (Submission of Acceptance, Security Deposit, Advance License Fee, Execution of Agreement and handing / taking over the site etc.) and meet other obligations as will be specified in this award letter within prescribed timelines.
4. **Handing Over of Sites:**
 - a. Sites will be handed over to the selected applicant 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.

31/05/22

5. **Gestation period :**

- a. Gestation period of **30 (thirty) days**, reckoned from the date of handing over of sites, or commencement of business whichever is earlier shall be permissible.
 - b. No gestation period is to be permitted in case of renewal / award of the concession/ license in favour of the existing licensee in the same place (i.e. same area as well as location). However, where there is change in location or due to suspension of the business to carry-out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
6. The license period shall be valid from the date of expiry of **Thirty (30) days** gestation period reckoned from the date of handing over of site (to be done within **15 days** business incubation period) or commencement of business, whichever is earlier.

7. **MMG / License Fee per month for the first year**

- a. MMG for the first year will be equal to **Rate per trip X [Number of average monthly pickups + 10% of Number of average monthly pickups, carried during last twelve (12) months]** of the respective applicant.
- b. As per the details submitted by your agency for number of trips / pickups carried from the Bhopal Airport through your app during last twelve (12) months, duly certified by the Chartered Accountant / Statutory Auditor, the **amount of MMG for first year comes to Rs. 32,528/- per month.**
- c. Monthly License Fee shall be payable to AAI "Rate per trip x Actual number of trips / pickups per month OR MMG, whichever is higher"
- d. Applicable / payable Rate per trip to AAI for **BHOPAL airport** is **Rs.20/- per trip / pickup.**
- e. Licensee must ensure that no additional charges are levied to the passengers other than the above prescribe charges in the name of Airport in any manner.
- f. Above Rate per trip is exclusive of GST and Other taxes as applicable.
- g. The licensee shall submit the details of trips / pickups carried from the concerned airport through their app every month, duly certified by the Chartered Accountant / Statutory Auditor.
- h. In addition to CA certified trips details, the licensee shall also submit system generated details of trips / pickups carried from the concerned airport, every month.

संतोष सिंह
Santosh Singh
अभि. प्रबन्धक (सी.एन.एस.-वाणिज्यिक)
Asst. General Manager (C.N.S.- Commercial)
भारतीय विमानपत्तन प्राधिकरण
National Civil Aviation Authority of India
Bhopal Airport

31/5/22

- i. In addition to MMG / license fee, Licensee is liable to pay all Government Taxes including GST at applicable rates declared by Government of India / State Government / UT from time to time.

8. **In addition to MMG / License fee, Licensee is liable to pay: -**

- a. Applicable space rent & Utility charges for **"Service & facilitation counters" allotted.**

b. **Space Rent:**

As on date, the applicable space rent inside terminal building is @Rs. **2,370/- per Sqm. per month (rate applicable for F.Y. 2022-23)** and for **space (Paved land) at pick-up point is @Rs. 3200/- per Sqm. per annum (rate applicable for F.Y. 2021-22)**. This is subject to 7.5% annual compound escalation then rounded off nearest to Rs.10/- w.e.f. 1st April of every year or as decided by Airports Authority of India (AAI) from time to time. The space rent and land rent are subject to revision at the discretion of AAI from time to time and such increase of space / land rent shall be payable by the licensee without any protest or dispute.

- c. 10% of space rent or at the rate as decided by AAI from time to time shall also be payable by the successful licensee towards utility / facilitation charges.
- d. The licensee shall pay the charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
- e. In addition to MMG, Licensee has to pay parking fee to the parking contractor, as per the terms & conditions of prevailing Car parking license at the respective airport.

9. All Govt. Taxes including GST (presently @18%) shall be applicable at the rates declared by Govt. of India / State Govt. / Union territory from time to time.

10. **Rate of Escalation:**

- a. Annual escalation in the license fee/MMG shall be linked with passenger growth of Bhopal airport, in the following manner:

S. No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	Up to 5% (including negative growth)	5%
2.	Greater than 5% and up to 18%	10%
3.	Greater than 18%	15%

Sanjiv
31/5/22
Sanjiv Singh
Manager (C.N.S. - Commercial)
भारतीय विमानपत्तन प्राधिकरण
Raja Bhoj Airport, Bhopal-36

- b. The first annual escalation will be applicable after completion of one year + six months' license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in the LOIA, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in the LOIA.

11. AAI shall raise **bill on or before 10th of every month**. The licensee has to make the payment of License Fee etc. **by 25th of the same month**, failing which interest on delayed payment at the **rate of 9% per annum** shall be charged from the due date for delay period of upto thirty (30) days and if delay is for **more than thirty (30) days**, then interest at the rate of **18% per annum** shall be charged from the due date, for the entire delay period.
12. You shall pay one (01) month advance license fee amounting to **Rs. 48,663/- (Rupees Forty Thousand six hundred Sixty three only) within 15 (fifteen) days** from the date of this letter of intent / award.

The detail of Advance monthly license fee is as under: -

Particulars	Amount in Rs.	GST 18%	Total in Rs.
Monthly Licence fee	32,538/-	5857/-	38,395/-
Space rent (03 sqm cabin inside TB)	7110/-	1280/-	8390/-
Utility / facilitation charges (03 Sqm. X Rs.2370) X 10%	711/-	128/-	839/-
Paved Land rent for Cabin (03 sqm) at pick up point city side @Rs.3200/- per sqm per annum	800/-	144/-	944/-
Utility/facilitation charges@10 % of paved land rent	80/-	15/-	95/-
Total Amount			48,663/-

13. You shall deposit a sum of **Rs. 1,94,652/-** (Rupees One Lakhs Ninety Four thousand six hundred and fifty two only) as Security Deposit (SD) equal to **04 (Four)** months license fee of the **First year** of license plus utility / facilitation charges and applicable Govt. taxes in the form of Bank Guarantee /RTGS / NEFT/DD. The Bank Guarantee (BG) issued only from any Nationalized / Scheduled Commercial Banks (as per Reserve Bank of India guidelines) in the format **as per Annexure-K of EOI Document**. The entire security deposit amount is to be deposited within **15 days** from the date of issuance of award.

31/5/22
Santosh Singh
Asst. General Manager (C.N.S. - Commercial)
भारतीय विमानपत्तन प्राधिकरण
Raja Bhoj Airport, Bhopal-30

14. Licensee shall have to maintain Security deposit as under: -

Sr. No	Period	Amount of SD equivalent to
1	At the beginning of license	Four months MMG
2	After four months	Average monthly Licensee fee paid during last four months multiplied by four
3	After 12 months and thereafter every year	Average monthly Licensee fee paid during last four months multiplied by four

15. In addition to above, that the Licensee shall also liable to make the payment **Rs. 50,000/- (Fifty thousand only) towards security deposit in respect of electricity charges**. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, Data Port, Telephone etc. The entire security deposit amount is to be deposited **within 15 days** from the date of issuance of this award letter.

16. It may be noted that: -

- Bank Guarantee(s) should be valid for the entire period of license **plus 06 (six) months**.
 - Bank Guarantee(s) from Co-operative banks even scheduled, shall not be accepted.
 - No interest shall be payable on security deposit by AAI.
 - The format of Bank guarantee and Letter of Understanding from the Depositor to Bank are available in the EOI document at page Nos. **55 to 55**.
17. You are requested to make all the payments by way of online through NEFT / RTGS to AAI Bank, whose particulars are enclosed herewith.
18. During the currency of the license, it shall be your sole responsibility to equip yourself with all necessary permits, licenses & clearances from all the concerned authorities / agencies which are required to operate the subject license. Further, you must ensure and adhere to all the rules & regulations as issued by Central Govt. / State Govt. (Govt. of Madhya Pradesh) from time to time for subject license.
19. You shall not erect or display any advertisements or signboards except after obtaining the prior approval in writing of the Authority.
20. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give an alternative premise 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 the licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

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Santosh Singh
General Manager (C.N.S. - Commercial)
भारतीय विमानन संस्थान, भोपाल-46
Raja Bhoj Airport, Bhopal

21. It would be the responsibility of the licensee to obtain all necessary security clearances from BCAS/any other regulatory agency as required within the gestation period itself. Any claim for additional gestation period or rebate on account of delay in obtaining security clearances by you shall not be entertained by AAI at any stage.
22. Compliance of prevailing Security norms etc. from time to time shall be ensured by you. For any information / clarification pertaining to prevailing Security norms and compliance thereof etc., you are requested to please contact Security Directorate, AAI, Bhopal and Bureau of Civil Aviation Security (BCAS), Bhopal airport.
23. You have to ensure the Police verification / antecedents' verification of your employees (as per guidelines of BCAS) before applying for Airport Entry Passes (AEPs). The Charges applicable for issuance of Airport Entry Passes (AEPs) of your employees shall be borne by you.
24. You shall have to enter into an Agreement on Non-Judicial stamp paper of Rs.100/- **within 15 (fifteen) days** from the date of issuance of award letter / LOIA. The cost of Non-Judicial stamp paper & other papers shall be borne by you.
25. You shall be required to strictly follow the special terms and conditions for efficient Management of subject license. The same are also enclosed with this Award letter.
26. Other terms and conditions shall be as per the e-tender documents for the subject facility.
27. This letter of intent / award shall form a part and parcel of the license agreement to be executed.
28. You are required to convey the acceptance of award **within seven (07) days** from the date of this award letter along with the duly signed duplicate copy of this award letter.

Regards;

Santosh Singh
31/5/22
(Santosh Singh)
Assistant General Manager (CNS/Comm)
For Airport Director

संतोष सिंह
Santosh Singh
महानिदेशक (सी.एन.एस. - वाणिज्यिक)
Assistant General Manager (C.N.S. - Commercial)
राजा भोज विमानतल, भोपाल
Airports Authority of India
Raja Bhoj Airport, Bhopal-36

Enclosure: Special terms and conditions

Appendix-2 of Annexure-A

SERVICE LEVEL TERMS & CONDITIONS FOR APP Based CAB AGGREGATOR SERVICE

1. Licensee shall be facilitated by AAI to carry out operation of pick-up passengers from designated pickup points / parking area.
2. Licensee shall be having following security feature: -
 - i. Location sharing facility with minimum 02 individuals.
 - ii. SOS feature in App.
 - iii. Either a web or a phone application or call centre based real time customer support and grievance redressal mechanism having an operational telephone number or an email address of a grievance redressal officer.
3. Specific pick up location for each category of CAB operators to be designated at the airport.
4. Licensee shall be allowed to use designated parking space located within the airport parking for parking of number of Cabs at any given time as per terms & conditions of Car parking license.
5. Licensee will be provided with designated pick-up zones, on the city side of the arrival's terminals, to accommodate -----number of cabs as per approval by Airport Director.
6. Licensee will be provided with designated space for "**Service & Facilitation Counters**" (One inside terminal building and one outside the terminal building at pick-up point) of the arrivals terminals, provided the space for "**Service & Facilitation Counters**" is demanded by the licensee.
7. AAI shall provide suitable number of informative / directional signages, with details of AAI authorized Licensed Cab/Taxi operators in the visibly prominent locations to ensure maximum view of passengers, including pick up/parking area (inside & outside terminal building) for the Licensee.
8. Licensee undertakes that its mobile based App shall communicate its drivers to move out of drop area immediately on the taxi dropping a passenger at airport curbside.
9. Licensee shall ensure that all pick-ups must take place only at the designated pick-up points.
10. Licensee has to pay parking fee to the parking contractor, as per prevailing parking rate at the respective airport.
11. Licensee shall not engage in any business at airport other than in the exercise of the rights and privileges herein granted unless otherwise granted by airport

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31/8/22

संतोष सिंह
Santosh Singh
मह. महाप्रबंधक (सी.एन.एल.-व्यापारिक)
Gen. Manager (C.N.S. - Commercial)
राष्ट्रीय विमानपत्तन प्राधिकरण
नियंत्रण, भोपाल-36
Ministry of India
36

in writing.

12. Licensee shall not indulge in any type of soliciting for taxi service at Airport other than the operations model which is detailed in this license.
13. Licensee shall take necessary stringent actions to prevent its drivers / subscribers / partners from picking up passengers / customers from areas other than designated boarding area.
14. No taxicab will be permitted to be utilized as a personal pick up vehicle. All taxi cab pick-ups will be considered a commercial transaction and will be charged a fee as specified in the license.
15. Billing to be done monthly. The licensee shall submit the details of trips / pickups carried from the concerned airport through their app every month, duly **certified by the Chartered Accountant / Statutory Auditor** on mutually agreed date in the next month, failing which **Rs. 1000/- per day** for every excess day shall be charged as penalty. Billing for any positive difference between MMG & (Rate per trip x number of trip) for the previous month or the penalty, if any, will be done in the subsequent month.

In addition to **CA certified trips details**, the licensee shall also submit **system generated details of trips / pickups carried from the concerned airport, every month.**
16. The services provided by the operator will be in a professional manner and in accordance with the policy applicable within the country and the agency shall exercise reasonable diligence and professional skills and care in the performance of services and obligations under the agreement.
17. Licensee shall implement a rating mechanism for its associated drivers.
18. Licensee shall ensure that all vehicles/ drivers comply with Motor Vehicle Act 1988, as amended from time to time, provisions and relevant directives of R.T.O/ Transport Commissioner especially valid commercial driving license/ Registration certificate of vehicles/ Insurance as per vehicle capacity and other applicable law.
19. Licensee shall ensure to fulfil all the applicable guidelines/provisions prescribed under Information Act, 2000 (IT Act) and further amendments from time to time.
20. If any complaint is received by AAI from any passenger on any Cab/services utilized for Airport pick-up, its resolution must be shared with AAI by the licensee as and when required by AAI along with action taken report within **fifteen (15) working days** failing which, **Rs. 1,000/- per day** for every excess day shall be charged as penalty.

21. The services provided by the licensee / operator are on a non-exclusive basis.

22. The licensee will keep AAI indemnified against any claim from Vehicle owner,

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31/5/22
Santosh Singhania - Chartered Accountant
(C.N.S. - Commercial)
General Manager
आर्य समाज विमान सेवा प्रा. लि.
राजस्थान, भारत - 361001
India

driver, passenger and third party for any loss suffered arising out of any breach of Letter of award / agreement, applicable laws and its obligation related to the same under the LAW.

23. Licensee shall protect, indemnify, and save harmless airport, and/ or its employees from any damage or penalty suffered, imposed, or incurred by reason of the violation, disregard, or breach of any applicable law, order, or regulation, or by reason of any act or neglect, or omission of Licensee, or by employee of the licensee in relation to the premises.
24. In case any of state government formulates law or an act regulating aggregator taxi /Application based taxi, the licensee shall obtain such permit / license within 60 days of the enactment of law and shall submit copy to AAI.
25. Licensee shall comply, at its own cost and expense, with all Central, State and Local laws now or hereafter in force, which may be applicable to the operation of its business, shall obtain and pay for all necessary licenses and permits; and shall pay all fees and charges assessed under all applicable laws and rules.
26. Licensee undertakes to deploy sufficient manpower to ensure 24X7 unhindered and smooth operations of their activities from Airport without anyway hampering passenger movement, usage of parking area & other facilities.
27. Licensee shall observe and comply with all rules and regulations which may from time to time during the term of this Agreement be promulgated by AAI for the safety and security, care, operation, maintenance and protection of the Airport and all laws and rules and regulations applicable to the operation of Licensee business operations.
28. AAI shall strictly enforce its rules and regulations, including but not limited to the restrictions upon the solicitation of passengers and use of the commercial lane and staging areas, to prevent encroachment upon and /or unfair competition with the rights and privileges granted to Licensee under this license.
29. The concessionaire shall maintain a suggestion / complaint system on its app which shall be used at all times for marking any feedback / suggestion / complaints in relation to the services.
30. Licensee shall strictly comply & take necessary steps to prohibit its drivers / employees from using the Airport premises for following purpose:
 - a. Union gathering, illegal assembling and meetings, giving public speeches, or instigating other drivers for disruption of services;
 - b. Distributing leaflets, brochures, pamphlets or any other written or printed material pertaining to labour issues, Union issues or else;
31. Licensee shall not at any time, assign or transfer this license or any part hereof, or any right, power, or privilege hereunder granted.
32. Any lost / left-behind baggage/ belongings of the user found by the Cab driver in the taxis shall be deposited with the office of the duty terminal manager of

31/5/22

Santosh Singh
General Manager (C.N.S. - Commercial)
विमानपत्तन प्रधिकरण
पोस्टल-36
India

the Airport within 24 hours; provided however, that the Licensee and / or the Cab driver shall immediately intimate the duty terminal manager about such baggage / belongings as soon as it becomes aware of it.

33. In the event of any violation of above clauses by or on behalf of Licensee, or in the case that AAI considers any conduct on the part of Licensee, its agent, or employees, or of any person or occupant for the time being of the premises, to be objectionable or improper, AAI shall have the right to terminate this license in accordance with the provisions, subject to notice to Licensee. AAI may at its option grant Licensee a reasonable opportunity to cure, if deemed fit & proper on a case to case basis.
34. Any Additional features for new services as proposed by the Cab aggregator service provider has to be mutually agreed to by AAI.
35. Compliance of RTO regulations, Motor Vehicle Act & all other regulations shall be the domain of the licensee and AAI shall be indemnified by the licensee from such obligation.
36. In case of improper / wrong parking of vehicles other than designated pick-up points / vehicle parking area, misbehavior, causing public inconvenience or any other violation of AAI rules, the penalty shall be imposed on the licensee as per Penalty for Infractions given under **Annexure-1** or as decided by AAI from time to time."

(Sd/-)
31/5/22

(Signature of the Licensee)

AAI
Airport Authority of India
New Delhi

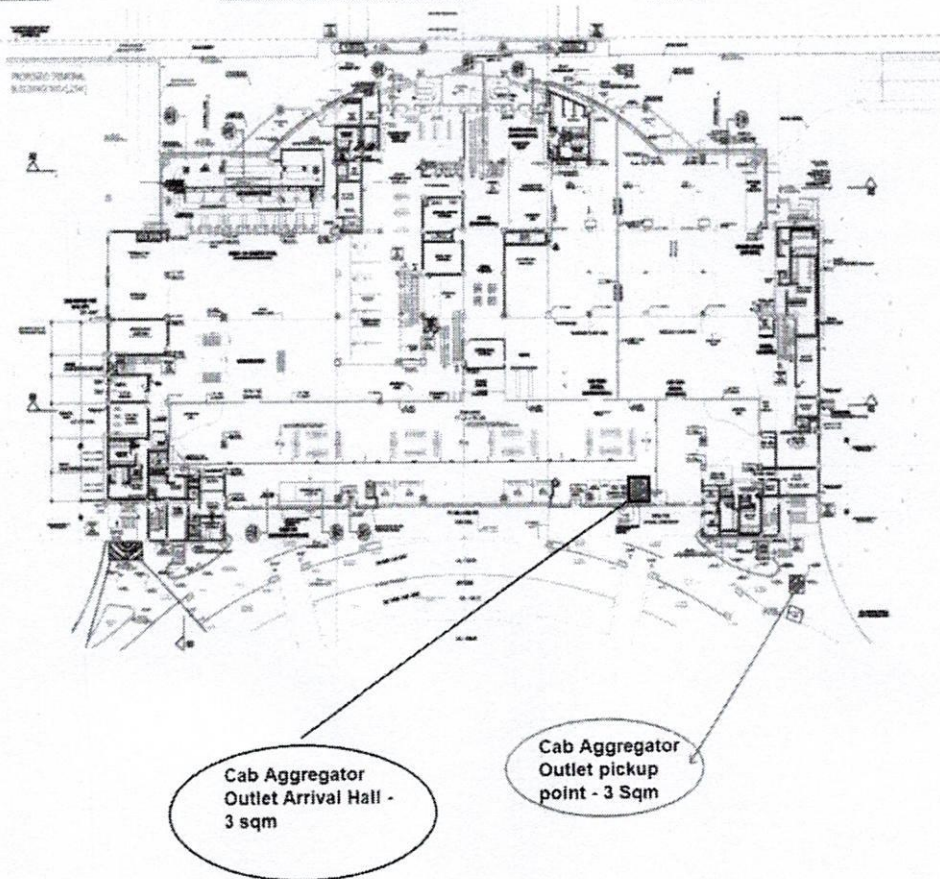
Annexure-1

Imposition of Penalties - guidelines regarding

Sl. No.	Offence/Violation	Penalty in (Rs)
1.	Smoking in public area except where designated smoking chambers or areas are established.	1500
2.	Spitting in airport premises	1000
3.	Misuse of passenger baggage trolley	1000
4.	Using language likely to cause offence /annoyance	2000
5.	Throwing loose papers, plastic cups or glass etc. in airport premises	1000
6.	Non-display of Photo Identity Cards while entering in to or being in the terminal or operational area.	1000
7.	Transportation of overloaded airline baggage containers in operational area.	1000
8.	Vehicle/ equipment operating without anti-collision light/obstruction inside operational area.	2000
9.	Parking of vehicle/ equipment in no parking area on kerb side and city side including approach road within airport premises.	500
10.	Un-authorized entry into terminal building or operational area.	3000
11.	Rash driving/over speeding in operational area	3000
12.	Driving in operational area while being in state of intoxication	5000
13.	Causing public inconvenience, unruly behaviour or creating nuisance in public area	1000
14.	Organizing or taking part in any public assembly, demonstration, dharmas or procession likely to obstruct or interfere with proper use or orderly functioning of airport	5000
15.	Display of banners, flags, posters, emblems or write slogans in or around terminal	5000
16.	Obstruction of authorized persons in the discharge of his or her duties	5000
17.	Dumping garbage in operational area.	3000
18.	Vehicle/equipment left unattended in operational area outside designated parking area/hard stand for ground support equipment/vehicles.	2500
19.	Vehicle/equipment not following vehicular lanes on Apron.	1500
20.	Vehicle/equipment/ person obstructing aircraft movement	5000
21.	Crossing/operating vehicle/ equipment close to active runway/ taxiway without permission	5000
22.	Vehicle/equipment operation in the operational area without permit (ADP)	5000
23.	Damage, display, deface or alter any building structure or other property of AAI whether movable or immovable. Besides penalty, action to be taken to recover the loss from the defaulter or his/her organization	5000
24.	Photography and film shooting/ videography at airport without permission	5000
25.	Commercial activities at airport without permission	5000

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 STS/22
 Santosh Singh
 नयक (सी.एन.एस. - वाणिज्यिक)
 Manager (C.N.S. - Commercial)
 पोस्टल-36
 India

Appendix-3 of Annexure-A
CONCESSION AREA LAYOUT



G.S.
30/5/22
Santosh Singh (C.N.S. - Commercial)
Asst. General Manager (C.N.S. - Commercial)
भारतीय विमानपत्तन प्राधिकरण
Raja Bhoj Airport, Bhopal-36
Airports Authority of India

Signature Not Verified

Digitally signed by Santosh Singh
Date: 2023.07.06 18:07:02 IST
Location: eProcurement System for Central
PSUs