



AIRPORTS AUTHORITY OF INDIA

SURAT AIRPORT

Surat Airport, Dumas Road, Surat – 395007
Tele fax No. 0261-2700251 & Telephone No. 0261-2700206
Website : www.aai.aero

भाविप्रा/सूरत/विनि/वाणिज्य/वि.पी.आर/2023-24

दिनांक : 18/08/2023

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To,
M/s SS Multiservices.
Office No 710, Zion,
Plot No. 273, Sector 10,
Kharghar, Maharashtra – 410210
Email: ssmultiservices187@gmail.com
Ph : 9320334277

Subject : Short term E tenders for Concession to Operate and Manage Automated (Moderate) Parking Management System; Collection of Parking Fees and Excess Time Fees Rights Surat Airport.

Sir,

Please refer to your Bid to E tender No 2023_AAI_159777_1

In this regard it is intimated that your offer for award of **Concession to Operate and Manage Automated Parking Management System; Collection of Parking Fees and Excess Time Fees Rights Surat Airport**.has been accepted by the Competent Authority with following terms and Conditions: -

1. Period of Concession shall be **06 (Six) months** extendable by 03 (three) months,.
2. **License fee and other charges** shall be payable as under: -
 - a) Monthly license fee of **Rs. 10,33,900.00 (Rupees Ten Lakh Thirty-Three Thousand Nine Hundred only) + (Plus)**
 - b) 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. 960/- per square meter per month towards Non-AC space rent subject to annual escalation of 7.5% w.e.f. 01.04.2025) for allotted cabins/ counters (provided at entry/ exit points and vehicle parking area) **+ (Plus)**
 - c) All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time **+ (Plus)**
 - d) 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) AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of License Fees 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 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.
3. The licensee shall deposit **One-month advance license fee** along with 10% Utility charges @ 18% GST i.e. **Rs. 10,33,900 + Rs. 1,86,102.00 = Rs.12,20,002.00 (Rupees Twelve Lakh Twenty Thousand Two only)** is payable in the form of RTGS/NEFT in favour of Airports Authority of India payable at Surat Airport within 15 days from the date of the award letter.

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

a) Payment of Security Deposit, amounting to 3 months equivalent Concession fee of the first (01st) year to AAI as an interest free security Deposit. A sum of **Rs 36,60,006/- (Rs Thirty-Six Lacks Sixty Thousand Six Only)** i.e. an amount of Security Deposit **in the form of Bank Guarantee** from a Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even scheduled co-operative banks, shall not be acceptable) in favour of Airport Director, AAI, Surat Airport. Bank Guarantee should be **valid for the entire period of license plus six (06) months**. 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 be entitled to forfeit the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

b) Payment of Security Deposit equivalent to 5% of annual license/concession value i.e. **Rs. 6,20,340/- (Rs Six Lacks Twenty Thousand Three Hundred Forty Only)** is to be submitted for Electricity, Water, Data Port, Telephone etc. in the form of NEFT/RTGS

c) No interest is payable on Security Deposit. **Bank guarantee should be valid upto 06 Month after the expire of the license of license period.**

d) Details of contact person, Contact No. and Email Id, where the bills to be forwarded, may be provided to this office.

5. **Business Incubation Period** shall mean a period of 15 days from the date of issuance of award letter (LOIA) to the licensee. The selected bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the award letter.

6. **Handing Over of Sites:**

a) AAI will hand over the parking site only after the fulfilling the condition of this LOIA within stipulated time of business incubation period

b) If you are fails to complete the conditions of award within incubation period which are pre-requisite for access to the site, then the gestation period will be deemed to have commenced on the 16th day of issuance of LOIA. However, actual handing over of sites shall only be done after completion of all conditions of award as per NIT

7. **Gestation Period:**

a) Gestation period of 30 days, reckoned from the date of handover of physical possession of site to licensee or 16th date of LOIA whichever is later.

b) Vehicle parking shall be operationalized within 30 days of gestation period reckoned from the date of handover of physical possession of site to licensee.

8. **Concession Fee Commencement Date**

10. **Concession Fee Commencement Date**

a) The period of the license shall be reckoned from the License fee commencement date.

b) If the agency failed to commence the operation as specified in 10(a) above, LOIA will be revoked, EMD will be forfeited and will be debarred from AAI tenders for a period not exceeding three (03) years.

9. It may be noted that the **Earnest Money Deposit** of the licensee 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:
- a) Acceptance of the offer within **seven (07) days** from the date of issuance of the award letter addressed to the party.
 - b) Payment of advance license fee for one month within **15 days** from the date of issuance of the award letter.
 - c) Payment of Performance Security Deposit within **15 days** from the date of issuance of award letter, Security deposit will be submitted in the form of BG from any scheduled commercial bank (Bank Guarantee from co- operative bank, even scheduled, will not be accepted)
 - d) 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 you).
 - e) Commencement of the facility within gestation period.
10. Agreement (as per NIT) on a Non-Judicial Stamp paper with denomination of Rs. 100/- is to be executed within 15 days from date of issue of award letter cost of which shall be borne by the licensee.

11. Exit Clause, Dispute Resolution, Arbitration & Litigation.

- 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 before the last date and communicated 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 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 Mediation (as perwhich the dispute resolution proceedings referred to the Mediation is to be completed within a period of 120 days or as extended by the competent authority) 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 needs to be served by either party and the concession/license will terminate after the expiry of the notice period. If such termination happens to fall within 50 % of the concession/license period, then the party is liable to pay AAI the values of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the mediation 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 or 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 90 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:

Sr. No.	If termination of concession/ license occurs	Security deposit equivalent to current license fee/MMG to be forfeited (in months)		
		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

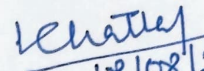
NOTE: If the licensee does not operate the license up to 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.

- d) Termination for regulatory / legislative or supervisory requirements: If any provision on 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 be deemed to be closed from the date of such enactment. No compensation is payable by AAI.
12. Delayed payment of license fee and all other dues, non- observance of services, not maintaining the quality in providing service/facility, any other breach of terms and condition of the agreement and tender document shall be treated as unsatisfactory performance and AAI reserves the rights to terminate the contract on the basis of unsatisfactory performance.
 13. In case the licensee fails to make the payment before due date, licensee shall be issued notice for clearance of outstanding dues, even after notice, if the concessioners/licensee still fail to clear the dues and the dues become equivalent to 50% of the security deposit or three-month license fee, whichever is lower, the dues along with penal interest shall be adjust from the security deposit, without grant of any extension whatsoever. After the adjustment of outstanding dues and penal interest from security deposit the licensee will have recoup the shortfall in SD amount within 10 days. If the licensee fails to recoup the security deposit amount within the stipulated time limit, then AAI may issue a short notice of intent to terminate the license/concession after expiry of period, if the default still persists, AAI is at liberty to terminate the licensee/concession forthwith.
 14. Agency shall be responsible for keeping the car parking area clean by ensuring proper house-keeping including disposing of the garbage of the facility from the premises of airport at their own cost as per provisions of Local Municipal bye laws.
 15. The necessary Airport Entry Premises to the authorised representative(s) and the employees of the concessionaire shall be issued by Airport Director as per rules/ regulations of BCAS It shall be responsibility of the licensee to obtain character verification and other relevant documents for this purpose.
 16. **This award letter along with other clauses of NIT and Tender document shall become the part of the agreement.**

17. All other terms and condition shall be applicable as per other Clauses of NIT.

You are requested to convey your acceptance along with copy of the award letter (duly signed by the licensee) within 07 days of the issue of the award letter and to complete other formalities as per the terms and conditions mentioned above.

Your Sincerely,


18/08/23.

(Pawan Khattar)

SM (Commercial)

For Airport Director, Surat

Copy to:

1. ED(Comml), AAI, CHQ, New Delhi
2. RED, WR, AAI, Mumbai (Kind Attn: Jt. GM Comml, RHQ Comml Directorate)

Internal Copy to:

1. APD Surat Airport Surat. – for kind information please,
2. Incharge (Fin), AAI Surat Airport, Surat.
3. Incharge (Terminal), AAI, Suart Airport, Surat.
4. Incharge (Enng-E), AAI, Suart Airport, Surat.