



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

Ref:AAI/MDU/C-7

Dt:02-02-2024

To

By Speed Post/Email

M/s. Anjaney Enterprises,
Beanerjee Layout Bhagwan Nagar,
Back Side of old MSEB office,
Nagpur, Pincode-440027
Mob:9373100007

Sub: Award of Licence for Concession to Supply, Install, Test, Commission (SITC) and Operate Automated Vehicle Parking Management System; Collection of Parking Fee and Excess Time Fees Rights at Madurai Airport - Reg.

Ref: Your E-Tender ID 2023_AAI_171555_1 Dated 20.10.2023

Sir,

Competent Authority is pleased to award License for 'Concession to Supply, Install, Test, Commission (SITC) and Operate Automated Vehicle- Parking Management System; Collection of Parking Fee and Excess Time Fees Rights at Madurai Airport' with an area of 9000 sqm (including manoeuvring area) & VIP/AAI & Govt Vehicle area for a period of Five (05) Years, subject to the following terms and conditions:

1. The licensee shall pay licence fee @ Rs.16,99,899/- (Rupees Sixteen Lakhs ninety nine thousand eight hundred and ninety nine only) per month.

In addition to the above said license fee, Licensee has to pay Common Area Maintenance Charges at 10% of normal space rent or as may be notified by AAI from time to time. Presently normal notified A/C space rent is Rs.1440/- Per Sqm per month and Non A/C space rent is Rs.960/- Per Sqm per month 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 AAI from time to time. The space rent is subject to revision at the discretion of the Airports Authority of India for allotted Cabins/Counters space. The space rent and Common Area Maintenance charges will be raised based on the actual measurement of counter space once established.

- a. 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.
- b. 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.

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- c. The licensee shall pay the advance licence fee for first month works out to Rs.20,39,879/- (L/Fee Rs.16,99,899/- + GST 18% Rs.3,05,982/- + TCS 2% Rs.3,05,982). EMD amount Rs. 4,91,000/- available with AAI will be refunded on completion of formalities as per the award letter. The Licensee shall make payment of license fee etc. through RTGS/NEFT. In addition to the above said L/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.
- d. 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 up to 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 delayed period.
- e. The licensee shall pay an amount of Rs.1,32,59,213/- towards security deposit as per the break up details given below:
- i. Rs.1,22,39,274/- i.e. an amount equal to Six (06) months of license (based on First year license fee) fee and GST as Security Deposit.
- ii. Rs.10,19,939/- towards Security Deposit for electricity and water etc
2. **Rate of Escalation:**

a. License Fees shall be subject to annual escalation as hereunder:

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%

b. The first annual escalation will be applicable after completion of one year of license period. Thereafter the same will be applicable after completion of subsequent one year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

c. If the term of contract is extended beyond the regular period specified in NIT/

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RFP, the applicable rate of annual escalation on monthly license fee during extended period shall be the higher of:

Additional 10% escalation on normal escalation rate on last billed licence fee for a particular facility or escalation 20% on the last billed license fee.

3. **Business Incubation Period:**

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.

- (i) Automated Vehicle parking solution shall be operationalized within 105 days (15 days for completion of conditions of award and 90 days for SITC and operationalization) of issuance of LOIA. Licensee will be allowed to do installation work immediately after issuance of LOIA subject to fulfilment of obligations as per award.
- (ii) Commencement of operations of subject license will not be permitted until both the pre-requisites i.e completion of conditions of award and SITC of automation are not fulfilled by the licensee.

4. **Handing Over of Sites:**

- (a) Site will be handed over to the selected bidder upon fulfilment of conditions of award within stipulated time of business incubation period.
- (b) 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 all conditions of award as per NIT.

5. **Gestation Period:**

- (a) Gestation period of 90 days, reckoned from expiry of business incubation period or 16th date of LOIA whichever is earlier.
- (b) Vehicle parking shall be operationalized within 105 days (15days of business incubation period and 90 days of gestation period) of days of issuance of LOIA.
- (c) Licensee will be allowed to do installation work immediately after issuance of LOIA subject to fulfilment of obligation as per award.
- (d) Commencement of operation of subject license will not be permitted until both the prerequisites i.e. completion of conditions of award and SITC of automation are not fulfilled by the licensee.

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6. Concession Fee Commencement Date:

- a. The Concession fee commencement date will start from the Date of Start of Operations OR expiry of gestation period whichever is earlier (i.e. 106th day from LOIA)
- b. If the agency fails to install the Automation Parking System as per AAI's specification within 105 days from LOIA another 15 days extension will be granted with daily penalty of 0.25% of the quoted Monthly License Fees. Even after Completion of 120 days from issuance of LOIA, if the agency failed to install the equipment and not commence the operation, LOIA shall be revoked, EMD shall be forfeited and the agency will be debarred from AAI tenders for a period not exceeding three (03) years.
- c. The name of the licensee and period of contract and time of operation shall be displayed in the counter.
- d. It may be noted that the Earnest Money Deposit of the Licensee may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s) / e-tender(s) for a period of One (1) year, on account on non- completion of the following as per clause 5 of the General Information and Guidelines of the NIT:
 - i. Acceptance of the offer within Seven (07) days from the date of issuance of the award letter addressed to the party.
 - ii. Payment of advance license fee for one month within 15 days from the date of issuance of the award letter.
 - iii. Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 06 months equivalent Licence fee/Concession fee and GST of the First (01st) year to AAI as an interest free security Deposit in the form of Bank Guarantee. SD to be furnished in the form of Bank Guarantee only to be issued by Scheduled Bank having a validity period of 180 days from the date of expiry of contract. However, BG from Cooperative Bank (even scheduled) or in the form of FDR is not acceptable.
 - iv. Execution of the Agreement within 15 days from the date of issuance of award letter (Stamp Duty and Agreement Registration Fees to be borne by the licensee).
 - v. Commencement of the facility with in the gestation period.
7. The Licensee shall display Signage boards at allotted parking areas, lanes & other appropriate place after the approval of AAI.
8. The licensee is liable to obtain proper insurance coverage for their properties/goods stored or used in the licensed premises.
9. 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

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[Signature]

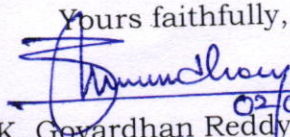


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approved charges at a conspicuous place in consultation with the authority.

10. 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 him 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.
11. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
12. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing from the Authority.
13. The licensee shall be allowed to use the allotted counter exclusively for the purpose of services for which it is allotted and not for any other purpose under any circumstances.
14. The licensee shall obey the Central and State Govt. Labour laws in force from time to time and ensure their registration etc. as per rules. The licensee shall abide by the rules and regulation and legislation of Central and State Government on Environmental protection.
15. The licensee is liable to implement the AAI commitments and practices on ISO 9001-2015 (Quality Management System and ISO 14001-2015 (Environmental Management System).
16. This award letter and E-Tender is made as a part of Agreement.
17. The acceptance of the offer should be conveyed by signing and returning the duplicate copy of the award letter.

Encl: Location Map

Yours faithfully,

के. गोवर्धन रेड्डी / K. Govardhan Reddy

वरिष्ठ प्रबंधक (वाणिज्यिक) / Senior Manager (Commercial)

कृते विमानपत्तन निदेशक / For Airport Director

क. गोवर्धन रेड्डी / K. GOVARDHAN REDDY
वरिष्ठ प्रबंधक (वाणिज्यिक) / Senior Manager (Commercial)
भा.वि.प्रा., मदुरै हवाई अड्डा / AAI, Madurai Airport

Copy to: RED, AAI, SR- Kind Attn: JGM (Comml), AAI, SR.

Internal: In-Charge, Finance/Electrical/Civil/OPS/CNS/ATM/Security

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CONCESSION AREA LAYOUT

