



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

(Speed Post)

संख्या: भा.वि.प्रा/जम्मू/वाणि/1411/2022/ 4640

दिनांक: 28.02.2022

सेवा में,

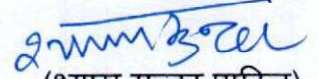
✓ M/s Prime Toll & Metal Recoveries Pvt. Ltd.
Shop No.28/B, Kohinoor Society,
Opp. BMC School, A.G. Link Road,
Sakinaka,
Mumbai - 400072.

विषय:- सिविल हवाईअड्डा, जम्मू पर वाहन पार्किंग अधिकार हेतु अनुबंध।

महोदय,

उपर्युक्त विषय पर स्वतः स्पष्ट संलग्न पत्र आपके सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

भवदीय,


(श्याम सुन्दर पाटिल)

वरिष्ठ प्रबंधक (वाणिज्य)
कृते विमानपत्तन निदेशक

संलग्न: उपर्युक्त



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No. AAI/COML./JU/1411/2022/ 4640

Dated: 28.02.2022

To

M/s Prime Toll & Metal Recoveries Pvt. Ltd.
Shop No.28/B, Kohinoor Society,
Opp. BMC School, A.G. Link Road,
Sakinaka,
Mumbai - 400072.

Subject: Letter of Intent to Award (LOIA) for License for Concession to Supply, Install, Test, Commission (SITC) and Operate Automated Vehicle Parking Management System; Collection of Parking Fees at Civil Airport, Jammu.

Sir,

Reference is invited to the proposal submitted by M/s Prime Toll & Metal Recoveries Pvt. Ltd. in response to the Tender ID No. 2022_AAI_101203_1. We are pleased to grant the Licence for Concession to Supply, Install, Test, Commission (SITC) and Operate Automated Vehicle Parking Management System; Collection of Parking Fees at Civil Airport, Jammu in favour of M/s Prime Toll & Metal Recoveries Pvt. Ltd. at the designated location mentioned in the above tender on the following terms and conditions:-

1. General:

1.1 You shall within 07 days of issue of this LOIA, return duplicate copy of the LOIA as acknowledgement of the award and submit details of designs/drawings, layout plan and related materials for the location as per Appendix 3 & 4 (Annexure-A) of NIT.

1.2 You shall complete the conditions of award such as submission of security deposit, payment of advance license fees, execution of agreement etc. within 15 days of issuance of LOIA.

2. Area / Location:

All designated parking area (bare space), as per sketch indicative location, have been shown in Appendix 3 & 4 of Annexure-A of NIT.

3. Concession Term:

The period of License shall be **05 (Five) Years** with effect from Concession Fee Commencement Date as per terms of Clause 10 of NIT.

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4. Concession Fee :

- 4.1. You shall pay monthly license fee @ **Rs.3,39,000/- (Rupees Three Lakh and Thirty Nine Thousand Only)**. License Fees shall be subject to annual escalation of 10%. The first annual escalation will be after completion of eighteen (18) months of contract applicable and as per Appendix 2A of NIT Condition. Govt. taxes including GST (presently @18%) or any other tax levied by State / Central Govt. as applicable from time to time will be extra & payable by you.
- 4.2 **Advance Licence Fee:** You shall pay one month advance payment of **Rs.3,39,000/- (Rupees Three Lakh and Thirty Nine Thousand Only)** towards License Fee plus GST within **15 (Fifteen) days** from the date of issuance of LOIA.
- 4.3 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 delay period.
- 4.4 In addition to license fee, Licensee is also liable to pay Rs.1250/- per sqmtr. per month (rate applicable for F.Y. 2021-22) towards AC space rent (if applicable) and Rs.830/- per sqmtr. per month (rate applicable for F.Y. 2021-22) towards Non-AC space rent for allotted cabins / counters (provided at entry / exit points of vehicle parking area).
- 4.5 Licensee is also liable to pay utility / facilitation/Common Area Maintenance (CAM) charges @ 10% of applicable AAI notified normal space rent. Such charges shall be paid within the date(s) specified in the bill(s). The Space Rent/Utility Facilitation Charges are subject to 7.5% compound annual escalation or as may be decided by AAI from time to time.
- 4.6 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 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.

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- 4.7 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 for payment of license fee etc.
5. **Security Deposit:** The Performance Security Deposit and Electricity Security Deposit are collectively referred to as "Security Deposit".
- 5.1 **Performance Security Deposit:** You shall pay Performance Security deposit amounting to Rs.20,34,000/- (Rupees Twenty Lakh Thrity Four Thousand Only) within 15 days from the date of issuance of LOIA, amounting to 06 (Six) months equivalent Concession Fee of First (01st) year to AAI as an interest free Security Deposit. The Security Deposit amount to be submitted in the form of DD / Pay Order / NEFT / RTGS / Bank Guarantee (in the format as per Annexure: G) from any Scheduled Commercial Bank (other than Cooperative Scheduled Bank) having a validity of 180 days from the date of expiry of contract.
- 5.2 **Electricity Security Deposit:** You shall also deposit an interest free Security Deposit towards electricity charges, equivalent to 5% of Concession Fee of the First Year subject to minimum deposit of Rs.10,000/- and maximum deposit of Rs.10 lakhs. The said Security Deposit will cover Security Deposit towards all types of utilities such as Electricity, Water, Data Port, telephone etc. The Security Deposit amount to be submitted in the form of DD / Pay Order / NEFT / RTGS / BG from any Scheduled Commercial Bank (other than Cooperative Scheduled Bank).
- 5.3 In the event of revision in Concession Fee, the Licensee 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 issued by the Authority.
- 5.4 Letter of Understanding from the Depositor to be submitted alongwith Bank Guarantee to AAI as per Annexure-I of the NIT.
6. **Concession Fee Commencement Date:**
- 6.1 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).
- 6.2 If the Licensee 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 not installed by 120 days from LOIA, then AAI will cancel the award letter and penalties will be imposed as per the NIT provisions.

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6.3 In case of any legitimate reasons, if any change in parking lay out/area due to which the parking equipment 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.

7. **Business Incubation Period:** Business Incubation Period shall mean a period of 15 (Fifteen) days from the date of issuance of LOIA to the Licensee. The Licensee will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.

8. **Gestation period:**

8.1 Gestation period of 90 Days, reckoned from expiry of business incubation period or 16th date of LOIA whichever is earlier.

8.2 Automated vehicle parking solution shall be operationalized within 105 days (15 days of business incubation period and 90 days of gestation period) of issuance of LOIA.

8.3 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 fulfilled by the licensee.

8.4 If the licensee fails to install the Automated Parking System as per the AAI specification within 105 days from LOIA, another 15 days extension will be granted with daily penalty of 0.25% of quoted Monthly License Fee. Even after the completion of 120 days from issuance of LOIA, if the Licensee failed to install the equipment and not commence the operation LOIA will be revoked, EMD will be forfeited and will be debarred from AAI tenders for a period not exceeding three (03) years.

9. **Handing Over of Sites:**

9.1 AAI will hand over the parking site only after the licensee completes the installation of Parking equipment as per NIT within the gestation period.

9.2 AAI will provide access (i.e. right of entry in this case) to the sites only for the installation of parking equipment to the licensee upon fulfillment 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.

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9.3 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 as per NIT.

10. **Agreement:** The agreement between the Licensee and AAI shall be completed within 15 days from the date of issuance of LOIA. The Licensee shall execute an agreement in duplicate on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty and shall be procured by the Licensee each. Two copies of recent passport size photographs of authorized signatory are to be submitted together with agreement of the licence.
11. Parking fees/charges should be charged as per rates which are mentioned in Appendix-2C of NIT. The charges should be displayed on prominent places for awareness of the commuters. Overcharging of parking fees/charges leads to disciplinary action as per norms.
12. 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 used in the licensed premises and Authority shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
13. AAI does not take any responsibility of providing any type of light fittings except light point. You will have to make your own arrangements for furniture and other electrical gadgetries (i.e. good brand electric meter, cables, switches etc.) subject to prior approval by AAI (Engg. Departments) before installation / taking up of any modifications of existing sites. You shall be responsible to obtain proper insurance coverage for the belongings kept by you in the licensed premises.
14. You shall not erect or display any type of advertisements or signboards except the name / logo of the firm and name of the facility.
15. The Licensee shall use the premises only for the purpose indicated in the agreement and for no other purpose whatsoever.
16. The staff engaged/employed for running the contract shall be properly dressed and well behaved. You have to pay to the staff deployed by you as per minimum wages act, & deposit their EPF/ESI as per EPF & ESI ACT.

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17. Jammu Airport being hyper sensitive Airport, the necessary Airport Permits will be issued by the station in-charge to the authorized representative as per the rule of the BCAS. It shall be responsibility of the Licensee to obtain character verification and other relevant document for this purpose. 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, Jammu and Bureau of Civil Aviation Security (BCAS), Amritsar.
18. You shall have no claim for monopoly and the Authority shall be at liberty to permit/provide similar facilities at other areas in the terminal building or outside the Terminal Building as may be necessitated by demand or as so desired by the Authority.
19. Authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon you to vacate the site and may give you an alternative premise for the purpose of this license. In such a case, you shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by you and the licensee (you) shall not be entitled to claim any compensation or revision in the license fee on that score.
20. You are required to convey the acceptance within Seven (07) days from the date of LOIA along with the duly signed duplicate copy of this LOIA.
21. This Letter of Intent to Award (LOIA) and NIT conditions shall form part and parcel of the License Agreement to be executed.

Yours Sincerely,

(S.K. Garg)

Airport Director
Civil Airport, Jammu

Signature Not Verified (6)

Digitally signed by KHURSHED AHMAD
MIR

Date: 2023.04.11 16:06:45 IST

Location: eProcurement System for
Central PSUs