



OFFICE OF AIRPORT DIRECTOR
AIRPORTS AUTHORITY OF INDIA
KOLHAPUR AIRPORT
KOLHAPUR



विमानपत्तन निदेशक का कार्यालय
भारतीय विमानपत्तन प्राधिकरण
कोल्हापूर हवाई अड्डा
कोल्हापूर



284

Ref.: AAI/VAKP/COMML/VEHICLE PARKING/LOIA-01/2024-25/4188

Date:- 01.03.2024

To,

M/s VIP Services,
Shop No. 1, Laukhedi, Near Airport Colony,
Bairagarah, Bhopal, Madhya Pradesh – 462030

Subject: Letter of Intent of Award (LOIA) for 'Concession to supply, install, test, commission SITC and operate Automated Vehicle Parking Management System collection of parking fees and excess time fees rights at Kolhapur Airport.'

Reference:- Tender ID: 2024_AAI_186257_1

Dear Sir,

Reference is made to the proposal submitted by M/s VIP Services in response to the NIET published under Tender ID No. 2024_AAI_186257_1 for subject cited facility at Kolhapur Airport, for which the Technical Bid was opened on 11/03/2024 and Financial Bid was opened on 01.04.2024.

The Competent Authority is hereby pleased to award a non-exclusive "Concession to supply, install, test, commission SITC and operate Automated Vehicle Parking Management System collection of parking fees and excess time fees rights at Kolhapur Airport" at the designated location mentioned in the above tender document on the following Broad Terms and Conditions:

1. General:

- 1.1 You (M/s VIP Services) shall within 07 (seven) days of issue of this letter, return duly signed duplicate copy of the LOIA as willingness to operate the contract. And in the event the duplicate copy of the LOIA duly signed is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure to acknowledge the LOIA, as per clause 5 of the NIET General Information & Guidelines.
- 1.2 Business Incubation Period shall mean a period of 15 (fifteen) days from the date of issuance of LOIA. You shall agree and undertake that within the Business Incubation Period, unless extended in writing by Authority, it shall fulfill all of the conditions as per Clause 5 of the NIET General Information & Guidelines.
- 1.3 You shall at your own risk and cost, obtain the security clearances required to carry out commercial activities in the security restricted area from Bureau of Civil Aviation Security (BCAS) or any other relevant Governmental Authority and submit copies thereof to the Authority.
- 1.4 The area and location proposed for the facility shall be as per NIET (Annexure 8 – Schedule of premises).

2. License Term:

- 2.1 The License shall become effective from the date of execution of Agreement and the term of the license (the "License Term") shall commence on the earlier of:

(a) 105th day from the date of LOIA; or

कोल्हापूर हवाई अड्डा, कोल्हापूर महाराष्ट्र / Kolhapur Airport, Kolhapur Maharashtra – 416004

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(b) The date of deemed commencement of License Term which may be specified by the Authority by a written notice of not less than **seven (07) days**.

2.2 The Licensee shall be obligated to operate the license for at least the Minimum Lock in Period as per the terms and conditions of the Draft Concession Agreement. The licensee cannot terminate the license Agreement prior to expiry of the Minimum Lock in Period. If the licensee fails to perform any of its obligations as per the terms and conditions of the Agreement/NIET, it would lead to forfeiture of Security Deposit and debarring for a period of **one (01) year** from participation in future tenders/RFPs floated by the Authority.

2.3 Period of License is **05 (five) years**.

3. Concession Fee:

3.1 The licensee shall pay to the Authority, license fee (Quoted Monthly License Fee) of Rs. 1,11,999/- plus applicable charges and applicable taxes per month as per para 1 (c) of NIET.

3.2 The quoted license fee is subject to annual escalation as set out in clause 4 of the NIET & Draft License Agreement.

3.3 The Authority shall raise invoice(s) in accordance with the terms and conditions of the draft Concession Agreement by 1st of the succeeding month to which billing pertains. Irrespective of the date of Authority raising an invoice or receipt of the invoice by the licensee, the licensee is bound to remit the license fee, CAM charges, applicable taxes etc., by the 15th day of the same month (i.e., the succeeding month to which billing pertains) and Utility Charges within 15 days of respective invoice date, failing which Penal Interest on delayed Payments shall be levied as per **clause 4** of the draft license Agreement in NIET.

3.4 The license fee is exclusive of any taxes. All taxes with respect to the license, including GST, shall be borne by the licensee and shall not be deducted from the license fee paid to the Authority.

3.5 You shall make payment of advance license fee for one month i.e. Rs. 1,11,999+ Rs. 20,160 (GST @ 18%) – Rs. 1,32,159/- within 15 days from the date of issuance of the award letter.

3.6 The licensee shall pay to the Authority, the following utility charges in relation to the licenced premises in accordance to with the draft license agreement.

(a) Utility/Facilitation charges at 10% of notional space rent (or as may be specified by AAI from time to time, presently normal notified space rent is Rs. 1,160/- per sqm per month for A/C space and Rs. 770/- per sqm per month for Non-A/C space, both the space rents are subject to annual escalation of 7.5% (w.e.f 01/04/2024) from 1st April of every year or as decided by AAI from time to time) for the allotted space. For car parking, utility/facilitation charges shall be applicable on counter space (allotted at entry, exit, parking area etc.).

3.7 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 specifications within 105 days from LOIA another 15 days' extension will be granted with daily penalty of 0.25% of the quoted Monthly License Fee. 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 of not exceeding three (3) years.

4. SECURITY DEPOSIT:

4.1 (i) That the licensee shall deposit a sum of **Rs. 7,92,954/-** (Rs. Seven Lakhs Ninety Two Thousand Nine Hundred and Fifty Four only) i.e. an amount equal to 6 months of license (based on 1st year license fee) fee as Security Deposit in the form of RTGS/NEFT 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, Kolhapur 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 and 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 this presents, be for the same amount. On the expiration or early determination of the licence of the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

(ii) That the licensee shall deposit a sum of **Rs. 79,295/-** (Rs. Seventy Nine Thousand Two Hundred and Ninety Five only) towards Security Deposit equivalent to 5% of annual license/concession value for 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 Bank Guarantee/DD/Pay Order/NEFT/RTGS.

4.2 The licensee agrees and acknowledges that the Airports Authority of India shall not be liable to pay any interest on the Security Deposit.

4.3 (i) The Bank Guarantee (BG) to be submitted in accordance with the bank details as follows:

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC0000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	AAIKOLHAPUR to be mentioned in the Unique Identifier Code (7037) field of BG advising message code.

(ii) While submitting the documents to BG issuing bank, the successful bidder to also submit letter to the issuing bank as per format provided in Annexure 20 & 21.

(iii) Along with the original BG document, successful bidder to attach copy of SFMS BG confirmation message sent by the BG issuing bank to ICICI Bank.



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5. GESTATION PERIOD

- (i) "Gestation Period" shall mean a period reckoned from the expiry of business incubation period or 16th day of LOIA, whichever is earlier.
- (ii) The Gestation Period of 90 (ninety) days. Vehicle parking shall be operationalized within 105 days (15 days of business incubation period and 90 days of gestation period) of issuance of LOIA.
- (iii) Automated vehicle parking solution shall be operationalized within 105 days (15 days' completion of conditions of award and 90 days gestation period for SITC and operationalization) of issuance of LOIA. You will be allowed to do installation work immediately after issuance of LOIA subject to fulfilment of obligations as per award.
- (iv) Commencement of operations 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.

5.1 You are bound by the General Terms and Conditions, Special Terms and Conditions, Concession Area Layout, Schedule of Premises.

5.2 You shall ensure that the items of automation are installed as per the Technical Configuration of items specified in Annexure-9. Further, it is also to be ensured that automation items installed by you are of the Makes/Brands as specified in Annexure-9. OR equivalent/higher brands (in terms of quality and cost) present in the market.

6. You shall sign the Concession Agreement as per the provisions of NIET/bidding documents not later than **fifteen (15) days** from the date of LOIA.

7. All the terms and conditions enumerated in this Letter of Intent of Award along with NIET, Pre Bid queries reply and Corrigendum published shall form part and parcel of the Concession Agreement.

Please acknowledge receipt

भवदीय/Yours Sincerely,
 (अनिल शिंदे/Anil Shinde)
हवाई अड्डा निदेशक/Airport Director
कोल्हापूर हवाई अड्डा/Kolhapur Airport

Signature Not Verified