



Ref: AAI/Juhu/Comm1/EVC/ 20

Dated: 15.07.2024

To,
M/s Zen Media LLP,
(formerly known as "Zen Digital Media LLP"
Eden Square, 4TH floor, N S Road no.10,
J V P D Scheme, Juhu,
Mumbai - 400049.

Sub: Letter of Intent to Award (LOIA) for License for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicles (EV) Charging station at Car Park - 2, opp. Mahesh Lunch Home Juhu Tara Road, Vile Parle (W), Mumbai [E-Tender ID No.2024 AAI 193231 1].

Sir,

Reference is invited to the proposal submitted by M/s. Zen Media LLP in response to the E-tender No. 2024_AAI_193231_1 for License for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicles (EV) Charging station at Car Park - 2, opp. Mahesh Lunch Home Juhu Tara Road, Vile Parle (W), Mumbai, which was opened on 13.05.2024 (Technical Bid) and 21.05.2024 (Financial Bid).

The Competent Authority is hereby pleased to grant the License for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicles (EV) Charging to M/s Zen Media LLP at the designated locations mentioned in the above tender on the following Terms and Conditions: -

1. General:

- 1.1 M/s. Zen Media LLP shall within 07 days of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award and submit details of designs/drawings, layout plan and related materials for each of the location as per Appendix 2, 3 & 4 of NIT.
- 1.2 The Concessionaire shall within 15 days of issue of this letter fulfil all the formalities/conditions of award as specified in LOIA.

2. Concession Term:

The term of concession of this award will be 10 (Ten) Years with effect from Concession Fee Commencement Date.

3.Revenue model

- a. Quoted 6.13 % of the revenue share on the actual invoices + Applicable land rent of allotted area 147.42 sqm for EV charging infrastructure excluding service area (Area required for charging EV, i.e. Equivalent Car Space (ECS) and manoeuvring thereof plus applicable tax.
- b. The applicable land rent are as follows:

S. No.	Airport	Land rental charts (in Rs.) are subject to annual escalation; or as may be decided by AAI from time to time	
		01.04.2022 to 31.03.2025	01.04.2025 to 31.03.2028
		Non-operational area	Non-operational area
		Paved	paved
1	Juhu (in Rs. Per sqm per annum)	16790/-	19310/-
	Juhu (in Rs. Per sqm per month)	1399.20	1609.20

4. Concession Fee:

The land rate for the financial year 2024 - 2025 is **Rs. 16,790/- per sqm per annum** plus GST for allotted area i.e. **147.42 sqm** for EV charging infrastructure excluding service area (Area required for charging EV, i.e. Equivalent Car Space (ECS) and manoeuvring thereof) subject to annual escalation; or as may be decided by AAI from time to time. The rate of land rent & escalation percentage may be changed during the contract period, the same will be liable to pay by the licensee.

- The Concessionaire shall in consideration of the Concession Agreement granted by Authority, pay to the Authority, Concession Fee of Rs.2,06,265/- (Rupees Two Lakh Six Thousand Two Hundred Sixty Five Only) per month plus applicable Govt. Taxes.
- In addition to the quoted Revenue share, the licensee shall be liable to pay plus applicable Tax (GST)

4.1 Advance Licence Fee towards EV charging infrastructure excluding service area:

The Concessionaire shall pay one month advance Licence Fee within 15 (Fifteen) Days from the date of issuance of LOIA as given below: -

Details	Amount
Licence Fee	Rs.2,06,265/-
GST @ 18%	Rs. 37,128/-
Grand Total	Rs. 2,43,393/-
(Rupees Two Lakh Forty Three Thousand Three Hundred Ninety Three Only)	



- 4.2** Authority shall raise all bills for the current month on 1st day of month in advance, except true-up and reimbursement of expenditure bills like electricity, water, etc.

The invoices for reimbursement of expenditure like electricity, water charges, etc. for the completed month shall be raised on 5th of succeeding month.

Wherever the billing is dependent on passenger data / any other data and provisional billing is already done every month on 1st in advance (as per the provision of Agreement) the invoices for true-up data shall be raised by 10th of succeeding month on the basis of pax data or actual data submitted by the concessionaire / agency.

A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest @12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoices after due date but within 90 days (date of invoice plus 90 days) and @ 18% per annum from the due date till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoices as applicable shall be charged.

- 4.3** The 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 in addition to License Fee. 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.

- 4.4** The Licensee shall make payment of license fee etc. through RTGS/NEFT only. No cheques shall be accepted in payment of license fee etc.

5 Area:

All designated E V Charging area (bare space), as per sketch indicative locations, have been shown in APPENDIX - 3 & 4 of NIT.

6. SECURITY DEPOSIT:

- 6.1** The Licensee shall make Payment of Security Deposit within **15 days** from the date of issuance of LOIA.

- 6.2** The Licensee shall make Performance Security Deposit equivalent to 10 (Ten) Months Concession Fee of the 01st (First) Year to AAI as an interest free Security Deposit. A sum of Rs.20,62,650/- and the amount is rounded off to



Rs.20,62,700/- (Rupees Twenty Lakh Sixty Two Thousand Seven Hundred only) as Security Deposit in the form of RTGS/NEFT/Bank Guarantee. The Security Deposit in the form of Bank Guarantee only to be issued by Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even Scheduled Co-operative Banks, shall not be acceptable) in favour of Airports Authority of India, Bank Guarantee having a validity period of 180 days from the date of expiry of contract.

6.3 Electricity Security Deposit: The Licensee shall also liable to make the payment towards security deposit in respect of electricity charges 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, etc. if avails from AAI (license fee for the last year may be arrived at by escalating quoted license fees by 10% annually-this escalation is only for calculation of SD towards all types of utilities).

6.4 The Performance Security Deposit and Electricity Security Deposit are collectively referred to as "Security Deposit".

6.5 In the event of revision in Concession Fee, the Concessionaire 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.

6.6 Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI as per Annexure - I of the NIT.

7. BUSINESS INCUBATION PERIOD AND GESTATION PERIOD:

7.1 **Business Incubation Period** shall mean a period of 15 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.

7.2 Gestation period of 90 Days, reckoned from the date of handing over of sites shall be permissible.

8 Concession Fee Commencement Date:

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)

9. Handing Over of Sites:

- a. Sites will be handed over to the selected bidder upon fulfillment 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.

10. Authority shall raise the bills against electricity consumption **(if the facility avails from AAI)** reading before 10th of every successive month. The licensee has to make the payment of license Fees etc. by 25th (i.e., date of invoice plus 15 days) same month. AAI shall levy penal interest @ 12% per annum from the due date till the actual date of payment received from the due date till the actual date of payment received in AAI account in the cases concessionaire / agencies settled the invoice after due date till the actual date but within 90 days (date of invoice plus 90 days) and @18% p.a. from the due date till the actual date of payment received in AAI account in the cases concessionaire / agencies settled the invoice after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged automatically calculated through Central Billing and payment system software.
11. The EV charging station to have IT enabled CSMS (Charging Station and Management System) through which the daily / weekly / monthly / quarterly / yearly reports can be extracted for billing and monitoring purposes.
12. Availability of power for operating Public Charging Stations (PCS):
 - a. The licensee may request AAI or apply to DISCOM for electricity connection towards the facility of Public Charging Station. Rates of electricity to be as per actual. If electricity connection is provided by AAI, electricity charges plus GST (if applicable) to be payable by the service provider to AAI, as per the applicable AAI rate from time to time.
 - b. All work and expenditure towards installation of electricity meter, cabling, civil work, manpower, etc. for obtaining power for EV Charging Station shall be in the scope of Service Provider.
- 13 Scope of the concession:
 - a) The selected bidder shall supply, Install, Test, Commission the charging infrastructure which includes Electric Vehicles (EV) Charging stations and related equipment at its own cost.
 - b) In case the Charging Stations are not installed within the schedule as defined in the tender, penalty @Rs.2000/- day shall be levied by AAI.
 - c) Licensee to ensure that all the devices and equipment installed at the site are type tested by third-party labs accredited by regulatory agencies such National Accreditation Board for Testing and Calibration Laboratories (NABL), etc. AAI shall have the right to conduct an in-house/ third party audit at any time to ensure that the aforementioned requirements are met.
 - d) All Public Charging Station (PCS) for EVs shall comply with the provisions of Central Electricity Authority (Technical standards for connectivity of the distributed generation resources) Amendment Regulation 2019 and Central Electricity Authority (Measures related to Safety and Electricity Supply) (Amendment) Regulation, 2019 and other such regulations as defined / amended from time to time.
 - e) The licensee through its own or through a third party shall take the complete



responsibility of Operations and Maintenance of entire EV Charging infrastructure including deployment of staff throughout the period of contract.

- f) In case of AAI provides the electricity, calibrated electricity meter at the power supply point shall be provided by the Service provider at its own cost. Further, the meter should have configuration as per the approved technical specifications of DISCOM. The agency shall also ensure the periodic calibration of the meter as per requirement.
 - g) Vehicles parked in the EV Charging Zone for charging purpose shall not pay parking fees to the Vehicle Parking Licensee.
 - h) Licensees to ensure that the Charging Tariff / Charges applicable to end users are reasonable and competitive. In addition to it, the charging receipt provided to end users should include bifurcation of the tariff and applicable taxes.
14. No branding or Advertisement is permitted through EV Charging stations. However, service providers to be allowed to display their Brand Names at the facility with size of display not more than 2 feet by 3 feet.
15. Insurance for the facility is mandatory and cost towards insurance during construction, Operations and Maintenance period shall be borne by the licensee. The prospective agency is responsible to have all insurance coverage (comprehensive – third party) for any damage to any persons (including all employees of the agency and user of the facility and their property). The agency shall also indemnify AAI against any claims on account of any damages to any third party.
16. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the Licensee in 'Laws'. That the Licensee shall pay Property Tax/Assessments Tax as per the MCGM assessment from time to time for the parking area.
17. Agreement:
- The agreement between the Licensee and AAI shall be completed within 15 days from the date of issuance of LOIA (Stamp Duty & Agreement Registration Fees to be borne by the Licensee). The Licensee shall execute an agreement on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty and shall be procured by the agency. One copy of recent and of authorized signatory is to be submitted together with agreement of the license.
18. The area shall be used solely for the purpose as specified above and for no other purpose. The area shall be kept and preserved good, clean and sanitary condition to the satisfaction of the Authority. The licensee shall observe and comply with all instructions of Statutory Authorities or Airport Health Officer or any one authorized by him regarding the observance and maintenance of public health in the Premises.
19. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
20. The Licensee shall use the premises only for the purpose indicated in the agreement and for no other purpose whatsoever.



21.Set-Off Clause:

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time the fullest extent, with prior notice of 07 (Seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.

22.Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (Fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms thereof.

23.The Licensee shall intimate the willingness within 07 days from the issue of this letter on the acceptance of terms and conditions, failing which the permission shall be treated as cancelled.

24.This Letter of Intent to Award (LOIA), NIT conditions queries and replies shall form part and parcel of the License Agreement.

Yours sincerely,



(Shailendra Chaudhary)

Asst. General Manager (E-E/Comml)

For Airport Director

Juhu Airport

Copy to NOO:

1. Airport Director, Juhu Airport, AAI, Mumbai
2. Jt. General Manager (Comml), RHQ, WR, AAI, Mumbai.
3. Jt. General Manager (Vig.), RHQ, WR, AAI, Mumbai.
4. Jt. General Manager (ATM), Juhu Airport, AAI, Mumbai.
5. Asst. General Manager (Finance), Juhu Airport, AAI, Mumbai.
6. Asst. General Manager (Engg. - Civil), Juhu Airport, AAI, Mumbai.
7. Asst. General Manager (Engg. - Elec.), Juhu Airport, AAI, Mumbai.
8. Asst. General Manager (CSO), Juhu Airport, AAI, Mumbai.
9. Manager (Fire Services), Juhu Airport, AAI, Mumbai.