



भारतीय विमानपत्तन प्राधिकरण/AIRPORTS AUTHORITY OF INDIA
विमानपत्तन निदेशक का कार्यालय/OFFICE OF THE AIRPORT DIRECTOR
बागडोगरा कास्टम हवाई अड्डा/BAGDOGRA CUSTOMS AIRPORT
जिला: दार्जिलिंग/Dist-DARJEELING, पिन: 734421/PIN-734421
Phone: 0353-2698431, Fax: 0353-2698317

Ref no. AAI/BD/COMML/PAY TOILET/AWARD/492-497 Date 18.05.2022

To
M/s A.K.Agency
O/o 28, Manas Nagar,
Ashram Bapu, Ashram Road,
Near Kumar Traders,
Krishna Nagar, Lucknow-226023.

Sub: Award of License for Pay Toilet Contract at Bagdogra Airport.
Ref: E-bid no. 2022_AAI_110971_1 dated 24.03.2022.

Sir,

Reference may please be made to Tender Notice No. AAI/BD/COMML/PAY TOILET/ dated 24.03.2022 and E-bid no. 2021_AAI_110971_1 for the subject facility at Bagdogra Airport. The Competent Authority is pleased to award the license of 'Pay Toilet Contract' at Bagdogra Airport to M/s A.K.Agency subject to following terms and conditions.

1. The period of licence shall be for **03 (three) years** w.e.f. **05.06.2022** to **04.06.2025**.
2. License fee for this contract is **Rs.18,155/- (Rupees Eighteen Thousand One Hundred Fifty Five only)** per month plus applicable taxes.

3. **Rate of Escalation:**

- (a) Annual escalation in the license fee linked with passenger growth in the following manner:

S.No.	Passenger Growth (in the preceding 12 months from the month in which escalation is due)	Annual Escalation
1.	upto 5% (including negative growth)	5%
2.	Greater than 5% and upto 18%	10%
3.	Greater than 18%	15%

- (b) The first annual escalation will be applicable after completion of one years +six months license period. Thereafter the same will be applicable after completion of subsequent one year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.
4. Licensee shall be liable to pay water charges @ Rs.500/- per month. Electricity charges as applicable to all licensees at prevailing rate. (Electricity and water charges are subject to revision from time to time). The Licensee shall have to provide two nos. of Electronic electric reading meters, one for essential and another for non-essential power supply. AAI will provide electricity up to your counter. All fittings and wearing will be done by you only.
5. AAI shall raise bill on or before 10th of every month. The concessionaire has to make 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.
6. It may be noted that the Earnest Money Deposit may be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of one (01) year, on account on non-completion of the following:
- (a) **Acceptance of award:** Acceptance of the offer within **seven (07) days** from the date of issuance of the award letter addressed to the party.
 - (b) Payment of one month advance license fee of **Rs.18,155/-** plus 18% GST i.e. **Rs.21,423/-(Rupees Twenty One Thousand Four Hundred Twenty Three Only)** by RTGS/NEFT within 15 days from the issuance of the award letter.
 - (c) Payment of Security Deposit within 15 days from the date of issuance of award letter, amounting to 4 months equivalent Concession fee of the First (01st) year i.e. **Rs.72,620/- (Rupees Seventy Two Thousand Six Hundred Twenty Only)** to AAI as an interest free security Deposit. The SD amount to be submitted in the form of BG/RTGS/NEFT from any scheduled commercial bank having a validity of 180 days from the date of expiry of contract (Bank Guarantee from co-operative bank, even scheduled, will not be accepted).
 - (d) Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to **Rs.13,181/- (Rupees Thirteen Thousand One Hundred Eighteen Only)** within 15 days from the date of issuance of award. The said security deposit will cover SD towards all types of

utilities such as Electricity, Water, Data Port, Telephone etc.

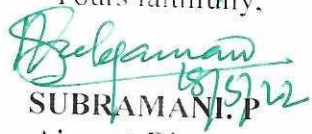
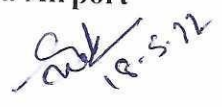
- (e) Execution of the Agreement in Non-judicial stamp paper of Rs.100/- within 07 days from the date of issuance of award letter (Stamp Duty and Agreement Registration Fees to be borne by the licensee).
7. If the licensee does not operate the license upto 50% of the contract period then the party is liable to be debarred for one year from the date of issuance of orders.
 8. The licensee shall not terminate the licence before the expiry of the period of the licence except by giving **60 days notice** in writing, otherwise the licensee shall be liable to pay to the authority (without any demur or question) such amount of money as the authority may decide as due to it by the licensee. The licence can be terminated by the authority by giving **60 days notice** in writing without assigning any reason thereto.
 9. The Licensee shall be allowed to exercise his rights only after payment of Security Deposit, Advance license fee, communication of his acceptance of the terms and conditions and after execution of separate agreement on Rs. 100/- (Rupees hundred only) for Licence.
 10. **NOC/Approval plan:** The party is requested to apply to AAI for NOC/Approval with acceptance letter.
 11. The Licensee shall be required to meet all statutory taxes/levies to the Central/State/Local Bodies as prescribed, if any, failing which AAI may exercise its option to settle, on licensees behalf and recover the amount thus disbursed from the licensee. No claim in any respect regarding his property/goods shall be entertained by AAI.
 12. The Licensee shall make arrangement to obtain appropriate Insurance cover in respect of all properties/goods, if any, proposed to be stored or used by the Licensee.
 13. **Tariffs Rates:** Intention of AAI is to provide quality services at the reasonable rate. The rates are to be prominently displayed in the premises for Customers.
 - (a) **Rate for Urine Pass Rs. 2/-**
 - (b) **Rate for Urine Latrines Rs. 5/-**
 - (c) **Rate for using latrine and take bath Rs. 15/-**
 14. **Mandatory:** The Licensee awarded the contract should display his name prominently. Further, display of any advertisement shall not be permitted in the earmarked area; however AAI reserves the right to display advertisement.
 15. The Toilet is to be kept open for the period as directed by the Airport Director from time to time.
 16. (AAI) Authority shall not be responsible for any legal cases that arise due to health hazard. The sole responsibility shall be of the tender in any legal cases.

17. To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Airport Director, AAI or his representative.
18. Tenderers are requested to visit the site to assess the feasibility of business and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at a later stage.
19. Another same facility can be open in future. In that case, objection from the existing licensee will not be entertained.
20. Every day at least two Safaiwala should be there for all the time till the Airport close.
21. Salary should be paid as per the Minimum Wages Act, Govt. of India.
22. All the cleaning materials and other cleaning equipment will be supplied by the Licensee only.
23. Water cannot be misused. Penalty will be charged @ Rs. 500/- per offence.
24. Surrounding area of Toilet Block should be cleaned by the Licensee, failing which penalty will be charged @ Rs. 500/- per offence.
25. Sign Board will be installed by the licensee on his own cost.
26. One set of Key for toilet block should be deposited in the Commercial Section.
27. The licensee shall have the character and antecedents of all his employees duly verified by the police before inducting them in service.
28. The Toilet shall be manned and kept open essentially during the operational hours of Terminal Building. In addition to that the Toilet is to be kept open for the period as directed by the Airport Director from time to time. Maintenance of Toilet in a neat and clean manner shall be the responsibility of the Licensee. Moreover, space in front of the Toilet should also be cleaned by the Licensee with all cleaning materials and provide dustbin.
29. The Licensee shall deal with all the passengers/visitors with extreme courtesy and caution and any complaints from public about misbehavior of licensee or his/her employees shall be construed as grounds for non-performance.
30. The licensee shall issue authenticated receipt for every transaction and AAI officials shall be at liberty to examine the records of the licensee and the licensee in any case shall have no objection to the same.
31. All the terms and conditions of agreement shall be strictly complied with. Any interior renovation work to be carried out at the stall should be approved from Airport Director, Bagdogra Airport.

32. The Licensee shall not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
33. It should be ensured that the personal engaged by you at the counter should confine within the premises only. No soliciting or canvassing of business shall be done by the licensee.
34. No structural alteration and addition are to be made in the space allotted without prior written consent from authority.
35. All fixtures and fitting and any property of the licensee once installed inside or outside the Airport terminal, under the provision of this agreement, shall only be removed from their sites location with the previous written approval, in the form of a formal 'Gate Pass' obtained from an authorized officer of the Authority.
36. The licensee shall deliver clean and free possession of the sites, fixture and fitting, equipment's and installations, if any provided by the authority, in good order and conditions and, if required, with substantial repairs on expiration of license.
37. The licensee shall obtain all necessary licenses/authorization and permits, as admissible, under the rules, applicable to the said facility. in case, licensee is not able to obtain the permits, Airports Authority of India shall not entertain any claims for reduction of any license fee.
38. No rebate in licence fee shall be allowed to temporary closure of airport, reduction in the no. of flight operation etc. However, ban of visitors' entry into the terminal building will be dealt as per commercial policy of AAI.
39. The licensee shall provide clean & tidy uniform to, all his employees and also conspicuously displaying their name badges.
40. The Licensee shall deal with all the passengers/visitors with extreme courtesy and caution and any complaints from public about misbehavior of licensee or his/her employees shall be construed as grounds for non-performance.
41. The licensee shall not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
42. It should be ensured that the personnel engaged by you at the counter should confine within the premises only. No soliciting or canvassing of business shall be done by the licensee.
43. AAI shall be at liberty to grant licence for similar facility at the Airport in similar/other locations for which the licensee shall have no objection to the same.
44. The Licensee shall keep a complaint book in a prominent location at points, which has to be made available for inspection by authorised representative of AAI.

45. The design of the structures of the submitted to the Airport Director, Bagdogra.
46. **The provision of Penal action as under:**
In case, the licensee is found to be a frequent defaulter in regular payment of dues of AAI and ultimately fail to recoup the security deposits and make the payment of outstanding dues towards license fee, electricity charge, space rent and interest on delayed payment, if any upto the date of determination of the contract by AAI/licensee, Authority shall have the right to debar such licensee from participating in future tenders in the Authority for a period of three years. Further, the payments delayed will also be liable for interest as applicable, in terms of the Agreement. The licensee has to operate the contract minimum 50% of the contract period, failing which you may be debarred from participating in any tender in the AAI for a period of one year.
47. This award letter is part of the licence Agreement.
48. All other terms and conditions mentioned in NIT documents accepted by you shall be applicable.

Please acknowledge the receipt of the letter.

Yours faithfully,

SUBRAMANI. P
Airport Director
AAI, Bagdogra Airport


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Copy to:

1. The Regional Executive Director RHQ-ER, AAI, NSCBI Airport, Kolkata-52- for kind information.
2. DGM (Commercial), RHQ-ER AAI, NSCBI Airport, Kolkata-52.

Internal: DGM (Fin), Sr. Manager (E-E), Manager (E-C), AM (Ops), CSO/Security & PA to APD.