

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/IIR/STAFF CANTEEN/AWARD/1166-68

Date 22.06.2022

To,
Saayein Trexim Pvt. Ltd.
Hill Cart Road, Ward No.03,
Siliguri Municipal Corporation,
Siliguri-734003.

Sub: Award of License for AAI, Staff Canteen, O/o the Airport Director,
Ground floor, Administrative building, Bagdogra Airport.
Ref: E-bid no. 2022_AAI_115751_1 dated 13.05.2022.

Sir,

Reference may please be made to Tender Notice No.AAI/BD/COMML/STAFF CANTEEN dated 13.05.2022 and E-bid no. 2022 AAI 115751 1 for the subject facility at Bagdogra Airport. The Competent Authority is pleased to award the license of AAI, Staff Canteen at Bagdogra Airport to **Saayein Trexim Pvt. Ltd.** subject to following terms and conditions.

1. The period of licence shall be for **03 (Three) years** from the date of commencement of contract or expiry of gestation period whichever is earlier.
2. Location & space measuring: O/o Airport Director, Admin Building, Ground Floor at Bagdogra Airport, total space: **54.12 sqm** (Subject to measurement).
3. License fee for this contract is **Rs.63,172/- (Rupees Sixty Three Thousand One Hundred Seventy Two only)** per month plus applicable taxes. with 10% compounded annual escalation for subsequent period of contract as given bellow:

Sl. No.	Year	Licence fee per month.
1	1 st year	Rs. 63,172/- per month plus applicable taxes
2	2 nd year	Rs. 69,489/- per month plus applicable taxes
3	3 rd year	Rs. 76,438/- per month plus applicable taxes

4. Licensee shall be liable to pay electricity and water charge 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. You are requested to attend the office of Airport Director, AAI, Bagdogra Airport, Bagdogra 734421 by **07.07.2022** to sign and complete the license agreement. The license agreement shall be executed on a non-judicial stamp paper of value Rs.100/- (Rupees Hundred only) and the cost of the stamp paper shall be borne by you.

6. 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.
7. Gestation period of **30 Days**, reckoned from the date of handing over of sites shall be permissible.
8. 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 **fifteen (15) days** from the date of issuance of the award letter addressed to the party.
 - (b) Payment of one month advance license fee of Rs.63,172/- plus 18% GST i.e. **Rs.74,543/-(Rupees Seventy Four Thousand Five Hundred Forty 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.2,52,688/-(Rupees Two Lakh Fifty Two Thousand Six Hundred Eighty Eight 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.45,863/- (Rupees Forty Five Thousand Eight Hundred Sixty Three 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).
9. 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.
10. 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.

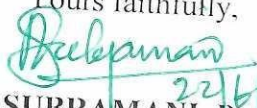
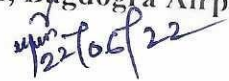

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11. The Licensee shall be allowed to exercise his rights only after payment of Advance license fee, Security Deposit, communication of his acceptance of the terms and conditions and after execution of separate agreement on Rs. 100/- (Rupees hundred only) for Licence.
12. **NOC/Approval plan:** The party is requested to apply to AAI for NOC/Approval with acceptance letter.
13. 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.
14. 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.
15. The Licensee shall deal with AAI, staffs with extreme courtesy and caution and any complaints from officials about misbehavior of licensee or his/her employees shall be construed as grounds for non-performance.
16. 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.
17. 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.
18. The licensee shall not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
19. 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.
20. The counter shall be manned and kept open essentially during the working hours of AAI, staffs (ops & non-ops). Maintenance of counter in a neat and clean manner shall be the responsibility of the licensee.
21. 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.
22. Licensee may be required to change the location as and when desired by AAI without any protest/demur and at his own cost.
23. 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.


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24. After the contract expires, the concessionaire shall stop business and shall be given a maximum of 07 days to vacate the premises (after settlement of dues). The onus of clearing all the dues and vacating the premises within 07 days lies on the licensee. If the agency fails to vacate the premises within 07 days of expiry of contract, twice of normal notified license fee of that area shall be charged from date of expiry to the date of vacation. If agency fails to vacate even after 15 days, the agency ceases to claim any ownership of the un-cleared materials. AAI shall make arrangements to remove the leftovers and charge the costs incurred to the agency/adjusted from available SD along with outstanding dues if any. Taking over document has to be signed after clearance of premises by the concessionaire.
25. The licensee shall not erect, display or use any promotional display in any form for purpose of advertisement or branding for a company upon the said premises without the prior permission in writing from the Authority. Authority reserved the right to charge for such activities.
26. **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 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.
27. The licensee shall display the signage as per the approved design. No deviation in the design of the signage shall be allowed.
28. This award letter is part of the licence Agreement.
29. 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 RIIQ-ER, AAI, NSCBI Airport, Kolkata-52- for kind information.
2. GM (IIR), RIIQ-ER AAI, NSCBI Airport, Kolkata-52.

Internal:DGM (Fin)/AGM (E-C)/SM(CNS)/SM(E-E)/AM(Comml)/AM(FS)/AM(OPS)/CSO & PA to APD.