



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/COMMI./GARBAGE DISPOSAL/AWARD/1842 Date 14.09.2022

To,
M/s Madhwa Enterprises,
Avtar Marriage Lawn, Geeta Ashram,
Amousi Road, Sarojini Nagar,
Lucknow, Uttar Pradesh-226008.

Sub: Award of License for Garbage Disposal Contract at Bagdogra Airport.
Ref: E-bid no. 2022_AAI_124846_1 dated 05.08.2022.

Sir,

Reference may please be made to Tender Notice No. AAI/BD/COMMI./GARBAGE DISPOSAL dated 05.08.2022 and E-bid no. 2022_AAI_124846_1 for the subject facility at Bagdogra Airport. The Competent Authority is pleased to award the license of Garbage Disposal Contract at Bagdogra Airport to **M/s Madhwa Enterprises** 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. In case if required, the Airport Director/ In charge feel that due to expected construction activity within the existing building or plan for construction of new terminal has already been approved, then the time frame can be reduced suitably.
2. License fee for this contract is **Rs.18,551/- (Rupees Eighteen Thousand Five Hundred Fifty One only)** per month plus applicable taxes.
3. **Rate of Escalation:**

Sl. No.	Year	Licence fee per month.
1	1 st year	Rs.18,551/- per month plus applicable taxes.
2	2 nd year	Rs.20,406/- per month plus applicable taxes
3	3 rd year	Rs.22,447/- per month plus applicable taxes.

4. 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.
5. Business incubation period shall mean a period of **15 days** from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA.

6. 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 prerequisite 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.

7. Gestation period:

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 **seven (07) days** from the date of issuance of the award letter addressed to the party.
- (b) Payment of one month advance space rent of **Rs.18,551/-** plus 18% GST i.e. **Rs.21,890/-(Rupees Twenty One Thousand Eight Hundred Ninety 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.74,204/-(Rupees Seventy Four Thousand Two Hundred Four 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) 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. As per the BCAS, AVSEC Circular No-16/2009, for Security/Entry Pass for Legitimate function all Auxiliary Service provider have to be Security cleared by concerned Regional Director (BCAS) and the local police verification reports of the firm and their owners intimate to BCAS headquarters. For further clarification contact (Chief Security Officer) office before commencement of contract.



11. 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.
12. 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.
13. **NOC/Approval plan:** The party is requested to apply to AAI for NOC/Approval with acceptance letter.
14. 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.
15. 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.
16. 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.
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. 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.
19. 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.
20. Licensee may be required to change the location as and when desired by AAI without any protest/demur and at his own cost.
21. 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 space rent 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.

22. 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.
23. (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.
24. To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Airport Director, AAI or his representative.
25. 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.
26. Another same facility can be open in future. In that case, objection from the existing licensee will not be entertained.
27. Every day at least two Safaiwala should be there for all the time till the Airport close.
28. Salary should be paid as per the Minimum Wages Act. Govt. of India.
29. All the cleaning materials and other cleaning equipment will be supplied by the Licensee only.
30. Surrounding area of Disposal Garbage should be cleaned by the Licensee, failing which penalty will be charged @ Rs. 500/- per offence.
31. Disposal of garbage at Airport Entry gate should be cleaned every day.
32. Any other Terms & Conditions imposed by AAI or any other department related with Airport will be mandatory and binding to the licensee.
33. The licensee shall have the character and antecedents of all his employees duly verified by the police before inducting them in service.
34. The Licensee shall not assign or transfer the present licence or part thereof unless authorized in writing by the competent authority.
35. 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.
36. No structural alteration and addition are to be made in the space allotted without prior written consent from authority.
37. 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.

38. 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.
39. The timing of clearing the Garbage dumping points can be fixed in coordination with Terminal Section. The Licensee shall keep the surrounding areas of the garbage dumping points in a neat and clean condition. The penalty on account of unsatisfactory performance shall be Rs.500/- per day per default shall be imposed.
40. The licensee shall take away all the collected garbage from the Airport premises to their godown for separation. Segregation of garbage in the airport premises is not permitted.
41. Successful Tenderer will be required to arrange his own transportation for shifting the garbage from the Airport premises to their place.
42. Licensee shall be responsible to pay any charges raised by Nagar Nigam authorized agency for disposal of garbage/waste management.
43. 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.
44. 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.
45. The work of garbage/waste material removal from the dustbins provided in the terminal building shall be carried out on daily basis. AAI does not guarantee the quantity of garbage and the entire garbage is to be removed on as is where basis. However, the licensee is permitted to take away any valuable item that he wants from the collected garbage.
46. Garbage shall be disposed of at the Government authorized garbage dump and the Garbage shall be carried in covered vans/vehicles. Frequency of collection will normally be twice a day but AAI may ask the licensee to increase the frequency of clearance if needed.
47. The licensee shall not carry out any sorting of garbage in the operational area or in the Airport premises.
48. **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

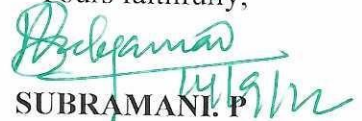
By Tinku AM

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.

49. The licensee shall display the signage as per the approved design. No deviation in the design of the signage shall be allowed.
50. This award letter is part of the licence Agreement.
51. 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