



भाविप्रा/कोल्हापुर/उप.म.प्र.(बागवानी)/2024-25/ 52
AAI/Kolhapur/Dy.GM (Horti.)/2024-25/ 52

दिनांक: 31/05/2024
Date: 31/05/2024

सेवा मे,
मेसर्स. कशिश इन्फ्रा डेवलपर्स
ब्लॉक I-3, फ्लैट नं. 203,
शिव आंगन सोसायटी, सलैया, जिला. भोपाल,
मध्य प्रदेश -462026

To,
M/s. Kashish Infra Developers,
Block I-3, Flat No. 203,
Shiv Angan Society, Salayia, Dist. Bhopal,
Madhya Pradesh - 462026.

Notice of Final Action under Clause 3 of the NIT

विषय :- कार्य आदेश रद्द करने के संबंध में ।

Sub: - Rescinded the work order regarding.

कार्य का नाम : कोल्हापुर हवाई अड्डे पर के दौरान बागवानी सुविधाओं का रखरखाव 25-2024 ।

Name of Work: Maintenance of Horticulture Features at Kolhapur Airport During 2024-25.

Tender ID No.: 2024_AAI_190119_1.

Work Order No.: AAI/Kolhapur/Dy.GM (Horti.)/W-01/2024-25/17/3574-80 dt. 25.04.2024.

Show-Cause Notice: - AAI/Kolhapur/Dy.GM (Horti.)/2024-25/41/3776 Date: 24/05/2024

महोदय/ Dear Sir (s),

Whereas under Clause 3 of the aforesaid NIT the Engineer-in-charge shall have powers to take action under one or more of the sub-clause 3 (A) & (B) in the event of reason mentioned at clause 3 (vii) of NIT and Tender Acceptance Letter (Annexure-2) submitted by you at the time of e-tender, as per para 6 "I certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely".

You wrongfully obtained the work with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits any breach of Integrity Pact. So that in the opinion of the Engineer-in-charge (which shall be final and binding) and as per the opinion of the undersigned, the Engineer-in-charge and whereas you were served with a show cause notice in this regard under this office no. AAI/Kolhapur/Dy.GM (Horti.)/2024-25/41/3776 dated 24/05/2024. Your reply via e-mail dt. 24.05.2024 and attached letter no. Nil dt. 24.05.2024 along with bank statements and other departments work experience certificate. Your reply is not to the satisfaction of the Engineer-in-charge, therefore under powers delegated to me under sub-clause 3, 3(A) & 3(B), I Sidhartha N. Bhasme, DGM (E-C) the Engineer-in-charge for the aforesaid work under the aforesaid NIT, for and on behalf of the Chairman AAI, hereby –

a) Determine / rescind the contract as aforesaid upon which determination / recession your earnest money deposit stands absolutely forfeited to the AAI, and

[Handwritten signature and date 31/05/24]



b) Take out such part of the work out of your hand, as remains unexecuted, for giving it to another contractor to complete the work, by call of tender and you shall have no claim to compensation for any loss sustained by you by reasons of your having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of work or the performance of the contract.

This is without prejudice to AAI's right to take action under any other clauses or sub-clauses of the NIT and to realize AAI dues and losses and damages whatsoever under such clauses or sub-clauses.

भवदीय /Yours faithfully

उप महाप्रबंधक (अभि.-सिविल),

भाविप्रा, कोल्हापुर हवाईअड्डा, कोल्हापुर

कृते तथा अध्यक्ष की ओर से, भारतीय विमानपत्तन प्राधिकरण

Deputy General Manager (Engg.-Civil),

AAI, Kolhapur Airport, Kolhapur

For & on behalf of Chairman, AAI