



Production Planning & Material Management Department

Tender No- AIESL/PPC/22-23/22229

Date 18th July 2023

TENDER DOCUMENT FOR PROVIDING CANTEEN SERVICES AT A-320, AVIONICS COMPLEX, AIESL

AIESL
AI ENGINEERING SERVICES LIMITED

Tender for providing canteen services at A-320, Avionics Complex, AIESL

This tender document contains 24 pages

Table of Content

| Tender document comprises the following : | | |
|---|---|-----------------|
| S.No. | Description | Annexure Number |
| i | Disclaimer | Annexure-1 |
| ii | Guidelines for submission of tender | Annexure-2 |
| iii | Terms & Conditions of tender | Annexure-3 |
| iv | Technical Bid Form Part-A | Annexure-4 |
| v | Price Bid Form Part-B | Annexure-5 |
| vi | Performa for the letter of unconditional acceptance of the Terms and conditions of the Tender | Annexure-6 |
| vii | Non-disclosure agreement from the bidder | Annexure-7 |
| viii | Format for Authorization letter for attending bid opening | Annexure-8 |
| ix | Performa for declaration of blacklisting | Annexure-9 |
| x | Performa for office supply (REQUISITION SLIP) | Annexure-10 |



Annexure-1

DISCLAIMER

1.0 AIESL herein referred to as AI Engineering Services Limited formerly known as AI Engineering Services Limited.

1.1 AIESL invites tender under two bid systems for canteen services at A-320, Avionics Complex, AIESL.

1.2 The information contained in this tender document or/and any information about the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AIESL shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL before awarding of the tender.

1.3 The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived by AIESL do not purport to contain all/exhaustive information on the aforesaid subject matter that each application may require for submitting their bids.

1.4 The information provided in this tender document to the applicants is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law.

1.5 The assumptions, assessments, statements, and information contained in this tender document may not be complete, accurate, adequate, or correct. Each bidder shall, therefore, conduct its due diligence, investigations, and analysis and shall check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this tender document and shall obtain independent advice from appropriate sources at no cost to AIESL.

1.6 AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant/bidder upon the statements contained in this tender document.

1.7 AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, or assumption contained in this tender document, from time to time till the closing date of the tender.

1.8 The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time.

1.9 The bidder shall bear all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

Annexure-2

GUIDELINES FOR SUBMITTING THE TENDER

2.0 “AI Engineering Services Limited”, formerly known as AI ENGINEERING SERVICES LIMITED hereafter called “AIESL” invites sealed/closed tenders under two bid systems for the subject services as per terms and conditions of the tender documents.

2.1 The tender documents can be downloaded from the “AIESL” website: www.aiesl.in.

2.2

| <u>Important points to be noted :</u> | |
|---|---|
| Availability of tender documents | Tenders may be downloaded from ‘AIESL’ Website: http://www.aiesl.in |
| Last date/time for site visit and queries from the bidders. | 31 st July 2023 from 1400 till 1530 Hrs |
| Last date/ time for submission of Bid | 11 th August 2023 till 1400 Hrs |
| Time for opening of technical bids | 11 th August 2023 at 1430 Hrs |
| Time for opening of financial bids | To be informed to technically qualified bidders |

2.3 Tender Fee: NIL.

2.4 Earnest Money Deposit: ₹ 1, 60,000/- (One Lakhs and Sixty Thousand Only). (DD to be submitted with technical bid in the favour of AI Engineering Services Limited Payable at New Delhi).

2.5 Contact for clarifications regarding requirement, the scope of work

Mr. Amit Gahlot
AI Engineering Services Limited (AIESL),
A-320 Avionics Complex, Terminal -2,
Indira Gandhi International Airport, New Delhi,
INDIA
Email: amit.gahlot@aiesl.in/aieslpurchase.nr@aiesl.in
Phone: 011-25667866, (+91) 9654545627

2.6 How to submit tenders:

Tenders are invited in the two-bid system. Therefore, tender(s) be sealed/closed in separate envelopes containing and super scribing as under

i) Technical Bid Envelope-I (sealed/closed):

It shall contain duly filled "Technical Bid-Part A, with required documents as per Technical Bid Form and shall be super scribed with Technical Bid Part A / Tender No. **AIESL/PPC/22-23/22229** Due Date: **11, August 2023, Time:1400hrs.**

ii) Price Bid Envelope-II (sealed/closed):

It shall contain duly filled Price Bid-Part B aND BE SUPER SCRIBED WITH PRICE BID / TENDER NO. **AIESL/PPC/22-23/22229** “ NOT TO BE OPENED ALONG WITH TECHNICAL BID”

iii) Master Envelope-III (sealed/closed):

Both the above (sealed/closed) envelopes (I&II) be put in a third envelope which should also be securely sealed/closed and be super scribed with "Quotations Tender No. **AIESL/PPC/22-23/22229** Due Date: **11, August 2023, Time 1400hrs. (Box no.1)**

“Note Tender is for viewing purpose on GEM, sealed bids to dropped at office ADDRESS Box no.1.”

iv) Submission of Tenders:

Tenders should be addressed to Deputy General Manager (Engineering-PPC.), AI Engineering Services Limited, New Delhi-110037 and be dropped in the Tender Box kept at the following address on or before the due date/time:

**Deputy General Manager (Engineering-PPC)
AI Engineering Services Limited
A-320 Avionics Complex, IGI Airport
(Opposite New Customs House)
New Delhi-110037.**

2.7 Bidders who wish to attend the tender opening may do so OR send their representative with an authorization letter on their company letterhead as per Annexure-9 duly signed by their authorized signatory for presenting the same to the tender committee at the time of opening of the tender at the above address, time and date.

2.8 "AIESL" reserves the right to reject any tender in part OR full OR annul the whole tender process without assigning any reason.

2.9 Tender documents sent through post or courier mode will be at risk of the tenderer and AIESL will not be responsible for any loss or non-receipt of the tender documents. Tender received after due date/time will not be entertained/considered. If the Bid closing/opening date is declared a holiday in AIESL, NR office the last date of submission/opening of the bids will automatically stand extended to 1100 hrs of the next working day.

2.10 Contract commenced from the date of furnishing signed contractual agreement post-issuance of letter of intent to L-1 vendor.

2.11 The term of the contract will be 12 months from the contractual date (may extend to another 12 months on mutual agreement).

2.12 The bid-offer price should be valid for **120 days** from the date of opening of the technical bids.

2.13 The bidder who qualifies for the award of contract will have to deposit with AIESL 5% of the total value of the contract towards an interest-free security deposit, within 2 weeks of receipt of the contract. The security deposit is to be paid by a bank draft or a banker's cheque in favour of the 'AI Engineering Services Limited, payable at Delhi/New Delhi

2.11 The validity of the security deposit shall be until 30 days after the scheduled completion of all obligations under the contract /agreement. The security deposit will be refunded/returned after 2(two) months of successful completion of deliveries of services against the completion of the contract after adjusting for penalties if any, that may be imposed under the terms of the purchase order.

2.15 In case, the security deposit is not deposited in time, the bills shall not be processed for payment. In an exceptional case, if the shortlisted tenderer desires, the security deposit amount can be deducted from the shortlisted Bidders' bills and the balance payment released, for which the vendor will have to give a specific request to Finance Department, AIESL.

2.16 Payment will be made against submission of invoices duly verified by Dy GM (E-PPC) or their authorised nominee. No advance payment shall be considered in any case and case if any vendor will submit their quotation with this condition then the same will be liable to be rejected.

2.17 It should be the duty of the service provider to indemnify AIESL against all losses that arise due to negligence or wilful misconduct of its employees.

2.18 Bidders should signify their acceptance of our terms and conditions in their bid via Annexure-6

2.19 Bidder should submit Non-disclosure agreement with the technical bid via Annexure-7

2.20 Bidder should submit declaration of blacklisting with the technical bid via Annexure-9

Tender for providing canteen services at A-320, Avionics Complex, AIESL

Tender No- AIESL/PPC/22-23/22229

Date 18th July 2023

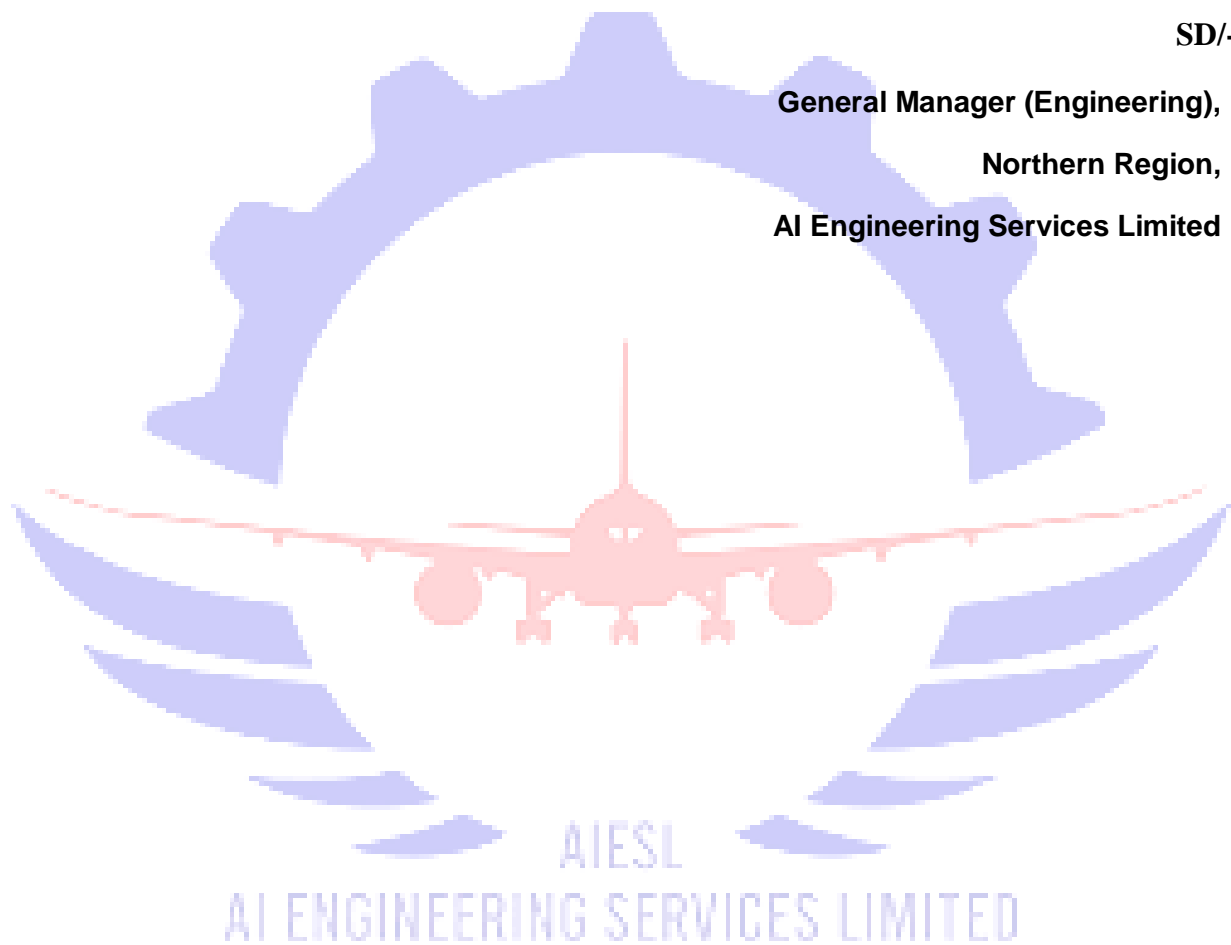
2.21 The Technical Bids will be opened 11th August 2023 at 1430hrs, New Delhi in the presence of such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).

2.22 The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the AIESL in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the AIESL.

2.23 EMD of the unsuccessful bidders will be returned to them, without interest, within a period of three months from the date of award of contract to the successful bidder.

SD/-

**General Manager (Engineering),
Northern Region,
AI Engineering Services Limited**



TERMS & CONDITIONS OF THE TENDER

3.1 Rates as per existing practice: AIESL representative shall issue necessary tokens / coupons for AIESL employees as per the existing practice. The firm shall serve the food as per the coupon / token value as per below mentioned menu:

- a. Morning Tea – To be served between 10.00 am to 10.30 am.
 - i. Tea – 200 ml,
 - ii. Snacks – 60 gms. Which may vary as per daily menu including but not limited to pakora, samosa, vada, mathri, bonda, bread pakora, gobhi pakora, cutlet or any other snacks as approved by AIESL management.
- b. Lunch – To be served between 1200 to 1300 hrs.
 - i. One plate serving: one pulse/ cereal/ Dal/ Rajma / Chole etc. (100gm), one seasonal vegetable (100gm), 4 roti, rice (150 gm), salad (50gm).
 - ii. Weekly menu shall be provided by AIESL and any changes will require prior approval from AIESL.
- c. The firm will not charge extra from employees providing the token / coupon as per the above fixed menu. For any extra servings, the employees will bring additional coupons / tokens from the AIESL representative.

3.2 Other packed or cooked food items may be served by the firm after prior approval of the AIESL management.

3.3 Expected number of staff:200 (Minimum), The firm shall ensure availability of food as per changes in trends/ foot falls.

3.4 RATES:

The food will be supplied to AIESL employees as per above mentioned menu / timings for an average of 200 persons each per day during morning tea/snack and lunch.

3.4.1 Monthly (as per actual working days) fixed payment to serve lunch for minimum 200 persons will be paid to such bidder as per rates quoted by. Above 200 people, the rates will be on actual consumption.

3.4.2 Food items to be provided by the bidder and the rates payable will be as mentioned below except for **the lunch (bidder has to quote)**

- a. Tea: ₹ 10/- (**Fixed Rate**)
- b. Snacks: ₹ 10/- (**Fixed Rate**)
- c. Lunch (Fixed menu plate): (**Rate to be quoted by bidder in commercial bid**)
- d. Extra Servings: ₹ 5 /- (of lunch items only including rice ,dal ,2 rotis, sabji and salad) (**Fixed Rate**)
- e. Sweets: ₹ 8 /- (**Fixed Rate**)

3.4.3 Rates for 3.4.2(a), 3.4.2(b), 3.4.2 (d), 3.4.2 (e) shall remain fixed as mentioned above and will be billed by successful bidder accordingly during the duration of the contract. The potential bidders have to quote for 3.4.2(c) i.e., Lunch and L-1 will be decided on the basis of rates quoted for 3.4.2(c) i.e., Lunch

3.5 OTHER REQUIREMENTS

1. The firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard from time to time. In the event of any food poisoning/contamination, the firm will be held fully responsible and liable to other penal actions under the law.
2. The firm will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases. The kitchen staff and serving staff shall use hand gloves, head cover and apron to maintain hygienic conditions of the eatables.

Tender for providing canteen services at A-320, Avionics Complex, AIESL

Tender No- AIESL/PPC/22-23/22229

Date 18th July 2023

3. The employees of the firm should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
4. Necessary Covid-19 protocols shall always be followed. All employees deployed in the canteen work shall be screened for any Covid-19 related symptoms and firm shall ensure that only vaccinated personnel must be deployed.
5. The firm shall be responsible for compliance of the labor laws in respect of the personnel employed by them. AIESL will not be held responsible fully or partially for any dispute that may arise between the firm and their workers/employees.
6. The contractor shall strictly observe and follow the statutory regulations like The Contract Labour (Regulation and Abolition) Act 1970, Payment as per The Minimum Wages Act 1948, service obligations under MCD regulations, The Employees' Provident Funds & Miscellaneous Provisions Act 1952, Employees State Insurance Scheme under ESI Act 1948 Act, The Payment of Gratuity Act 1972, The Workmen's Compensation Act 1923, and all other relevant statutory regulations during the period of the contract, covering its employees with appropriate insurance, etc as applicable to them. The contractor shall be solely responsible for its failure to fulfil these statutory obligations and shall indemnify AIESL against all such liabilities, which arise or are likely to arise out of the contractor's failure to such statutory obligations. All documents, registers of this contract shall be maintained meticulously and shall be provided to AIESL on demand.
7. The eatables shall be served in neat and clean utensils and the canteen staff must be in proper uniform, to be supplied by the contractor.
8. Cost of food & beverages must be competitive and reasonable. Prior approval of AIESL shall be required for any increase in the price of any item.
9. The firm shall also supply those eatable items which are not under the contract in case of any demand. The cost of such items shall be fixed on MRP rates.
10. The approved price of the eatables should be prominently displayed at the counter/Notice Board in Canteen. Cleaning of canteen shall be done by the firm. The garbage of the canteen shall also be disposed of by the firm on daily basis. The firm shall ensure cleanliness of all the areas of the canteen premises, all the time. No cleaning services or housekeeping staff will be provided by AIESL for this purpose. The contractor should have his/her own dedicated staff for washing and cleaning, which shall be done at the interval of every 4 hours starting from 8 am. (8am, 12pm, 4pm and washing thereafter).
11. The firm shall be responsible for all damages or losses of AIESL's property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.
12. It shall be the sole responsibility of the firm to obtain and keep ready necessary license/permissions from various government bodies and/or NDMC for running catering services and produce the same before the concerned authority as and when asked for. An undertaking in this regard has to be given by the Firm.
13. Liability/responsibility in case of any accident causing injury/death to canteen worker or any of his staff shall be of the firm. AIESL shall not be responsible by any means in such cases.
14. The contractor is required to maintain the details like ID, address proof etc., of all his employees/workers with Personnel department. Police verification certificate shall be obtained by the firm in respect of the employees deployed in canteen.
15. All the staff of the canteen deployed by the contractor shall be issued ID cards by the firms and all such ID cards shall be counter signed by Personnel department.
16. The firm shall be required to use ISI/Agmark/Food grade products and as per FSSAI norms.
17. The firm shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
18. The firm shall ensure that all the canteen employees deployed by the contractor, during their working hours, wear neat and tidy uniform and use hygienic gloves supplied by the contractor. No canteen employee deployed by the contractor shall be allowed to perform his duty without proper uniform.

19. The firm shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property.
20. The firm shall supply breakfast/lunch/dinner in the canteen / AIESL premises as per requirement and schedule drawn for the purpose by the concerned authorities of the AIESL.
21. The firm shall deploy adequate canteen for work during late hours and on Holidays/Sundays, according to the requirement of AIESL.
22. The firm shall provide morning tea / snacks / lunch for all special occasions as per company rates on production of valid requisition slips from GM (Eng.), AIESL NR and GM(JEOC), AIESL, NR. (Refer Annexure-10)
23. The firm shall maintain the timings for the serving of the food as per the work scope and no change in the timings shall be permitted without prior approval.
24. AIESL reserves the right to change the timings as per the office requirements with prior information to the firm.
25. The firm shall be responsible for timely payment of wages to its workers as per the Minimum Wages Act of NCT of Delhi Government and all other statutory obligations, such as Provident Fund, ESI, Service Tax etc as applicable to them in force from time to time. Any lapse in this regard shall be viewed seriously.
26. The firm shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
27. Employment of child labor is strictly prohibited under the law. Therefore, the firm shall not employ any child.
28. The firm shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
29. The firm shall keep the canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen canteen hall, floor, counter, benches, tables, chairs, etc. AIESL will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
30. The firm shall at all times keep indemnified the principal employer, namely, AIESL and its officers and designated concerned staff for and against all third-party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the firm shall at its own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time as applicable to them
31. The firm shall be personally responsible for the conduct and behavior of its staff and any loss or damage to AIESL's moveable or immovable property due to the conduct of the firm's staff shall be made good by the firm. If it is found that the conduct or performance of any person employed by the firm is unsatisfactory, the firm shall have to remove the concerned person and engage a new person. The decision of the AIESL's designated officer in this regard shall be final and binding on the firm
32. The firm shall not appoint any sub-firm to carry out its obligations under the contract.
33. Subcontracting in any form will lead to immediate termination of contract.
34. AIESL reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the firm.
35. The firm shall get the prices of all items approved by the AIESL and no changes shall be made without prior approval of AIESL.

Tender for providing canteen services at A-320, Avionics Complex, AIESL

Tender No- AIESL/PPC/22-23/22229

Date 18th July 2023

36. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the AIESL are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the firm, failing which the same will be got done by AIESL at the firm's risk and cost. In this regard, the decision of the designated officer of AIESL shall be final and binding on the firm.
37. All work shall be carried out with due regard to the convenience of AIESL. The orders of the competent authority shall be strictly observed.
38. The firm shall install its electronic fly – kill / insect repellent equipment, emergency lighting / gas and fuel supply at its own cost;
39. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the AIESL's campus, including Canteen. Any breach of such restrictions by the firm will attract deterrent action against the firm as per statutory norms.
40. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of AIESL and other personnel to avail canteen services.
41. The workers/employees deployed by the firm shall be directly under the supervision, control and employment of the firm and they shall have no connection what-so-ever with AIESL. AIESL shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers/employees deployed by the firm shall also not have any claim against AIESL for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the firm, against any temporary or permanent posts in AIESL. In case of any untoward incident/fire/death/injury of any employee of canteen, AIESL will not be liable to pay any damages.
42. The owner of the firm shall ensure that their representative is available for proper administration and supervision at the works to the entire satisfaction of AIESL.
43. Initial canteen cutlery and utensils shall be provided on as is basis and the firm shall maintain or bring its own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided by AIESL.
44. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only fresh cooked food is served and stale food is not recycled. Stale and/or rest over food or food material shall be removed from the canteen premises in an eco-friendly manner as soon as possible.
45. The contractor shall have to execute an appropriate agreement with AIESL on a non-judicial stamp paper of Rs. 100/- accepting all terms and conditions.
46. The contractor shall not use the canteen / AIESL premises for residential purposes for self or their staff.
47. The contractor shall not sublet the contract to any vendor further. Similarly, no part of the menu/ items agreed upon shall be sublet to any other party. Subletting in any form shall not be allowed.
48. The contractor shall not close the canteen without prior permission from the AIESL. The canteen shall remain open on Saturdays / Sundays / vacations/ Holidays as per the requirement of the AIESL.
49. The contract may be terminated by giving one month's notice by AIESL. However, if it has been found/ reported that there has been a gross misconduct, negligence, noncompliance of orders requiring immediate action, the General Manager (Engineering), AIESL NR shall have the rights to revoke the contract immediately without any notice.
50. The members of canteen committee can inspect the canteen any time to check the quality of food preparation, hygiene conditions, staff conduct etc.
51. The contractor should ensure all safety measures while running and operating the Canteen .This includes necessary precautions against fire hazards. The contractor will have to arrange and periodically refill at least 5 numbers of fire-extinguishers at any point of time.

Tender for providing canteen services at A-320, Avionics Complex, AIESL

Tender No- AIESL/PPC/22-23/22229

Date 18th July 2023

52. Fumigation/pest control shall be carried out by the contractor on regular basis, minimum on weekly basis. The same shall be monitored by Manager/ Supervisors of the contractor as per norms. The cost of fumigation/pest control treatment shall be the responsibility of the contractor. Days of the pest control treatment shall have to be notified to the Personnel Department, AIESL NR.
53. The contractor shall be held responsible for any act of omission or commission, on part of their employees, in case of any deficiency of service. In case of contaminated/ adulterated/ unhygienic food/ food beyond expiry date being served and any complications arising out of any civil/criminal act and consequences thereafter shall be the sole responsibility of the contractor.
54. The contractor shall keep a minimum of one week's stock of all raw materials required for preparation of food/beverage items in canteen. Contractor shall make available for random inspections by AIESL representatives the raw materials in stock.
55. Prices shall remain firm during the execution of the contract.

3.6 AMENITIES TO BE PROVIDED BY AIESL

1. AIESL shall provide adequate space in the canteen situated at New Avionic Complex, to the firm for storing raw material, kitchen equipment for cooking and preservation of perishable items, sitting and serving, billing, etc. free of cost.
2. AIESL shall provide and maintain furniture (tables and chairs) fans, coolers in the serving area. AIESL shall also provide crockery, utensils, water purifiers, water coolers and other kitchen equipment. Firm has to arrange for rest of the equipment which are not provided by AIESL.
3. Electricity & water charges will be borne by AIESL for the canteen area during the office working hours.
4. Gas consumption charges will be paid by firm/bidder.

3.7 PAYMENT

1. The invoices in respect of fixed monthly charges will be submitted in duplicate by the Contractor to Personnel Department, AIESL NR. The Invoices shall be processed and paid by office of CFO, HQrs, Safdarjung Airport, New Delhi after due certification from Personnel Department, AIESL NR. The bill amount for all the extra meals above Rs.100/- has to be added in the main invoice only.
2. The invoices shall be submitted on monthly basis and the payment will be released within 45 days.
3. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Firm shall not be entitled to any interest to be paid by AIESL for late payment.
4. The proof of payment of salaries to the workers and proof of fulfilment of statutory compliances like PF, ESI etc.(whichever applies to the bidder) has to be submitted along with the monthly bills.

3.8 VALIDITY OF CONTRACT

1. The contract for Canteen Services shall remain valid for a period of 12 months only and may be extended further subject to satisfactory services and acceptance by both parties.
2. On termination of the contract, the firm will hand over all the equipment/furniture/articles etc., supplied by AIESL, in good working condition, back to AIESL.
3. For premature termination of the agreement, one month notice from the AIESL's side and three months' notice from Firm's side shall be required in writing. The Firm shall vacate the premises, if desired by the AIESL and shall handover the same to AIESL along with all articles as may have been provided. The decision of the Competent Authority in AIESL shall be final and will be binding upon the firm.

4. AIESL reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of the firm and excess expenditure incurred on account of this will be recovered by AIESL from pending bills or by raising a separate claim. However, the agreement can be terminated by the firm by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the agreement then three month's payment, etc. and any amount due to the agency from AIESL shall be forfeited.
5. If AIESL is not satisfied with the quality of eatables served, services provided or behavior of the firm or his/her employees, the firm will be served with 24-hour notice to improve or rectify the defect(s), failing which AIESL will be at liberty to take appropriate necessary steps as deemed fit.

3.9 PENALTY

1. A Canteen Management Committee will be nominated by AIESL to inspect the functioning of the Canteen with a view to ensure hygienic and satisfactory service. In case of repeated failures or lacunae are noticed by the Committee on the part of the firm, the Committee may impose a fine of up to Rs. 5,000/- on each occasion.
2. In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice.
3. In case eatables are sold by the Licensee after the expiry date as mentioned by the manufacturer, a penalty of Rs. 500/- will be imposed for each default.
4. In the event of violation of any contractual or statutory obligations by the firm, it shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against AIESL by any individual, agency or government authority due to acts of the firm, the firm shall be liable to make good/compensate such claims or damages to AIESL. As a result of the acts of the firm, if AIESL is required to pay any damages to any individual, agency or government authority, the firm would be required to reimburse such amount to AIESL or AIESL reserves the right to recover such amount from the payment(s) due to the firm while settling its bills.
5. AIESL reserves the right to impose a penalty (to be decided by the AIESL authorities) on the firm for any serious lapse in maintaining the quality and the services willfully or otherwise by the firm or its staff or for any adulteration.

3.10 JURISDICTION

Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Delhi courts only.

3.11 RAW MATERIALS

The canteen contractor shall be required to use the following brands of raw materials only:

- Saffola /Fortune/ Nature fresh/ Sundrop/Dhara/Cargill refined oil
- MDH/Everest/Catch brands of Spices
- Rajdhani/ Ashirwad/ Shaktibhog brands of Atta, maida, besan,sooji
- Brooke Bond/Taj Mahal/ Tata Gold/Red Label brands of tea
- Nescafe/ Bru/ Tata brands of coffee
- Milk, Paneer, curd by Mother Dairy/ Amul
- Butter by Amul/ Mother Dairy
- Britannia/ Harvest/English Oven brands of bread
- Fruit juices by Real/Safal/Frooty/Slice/Chach/Coconut Water/Nimbu Pani/Green Tea
- Lal Quila/India Gate/Fortune brands of Basmati rice
- Other items/brands strictly subject to written approval by the committee.

3.12 MINIMUM CRITERIA FOR TECHNICAL SHORTLISTING:

1. Certificate of Incorporation/enterprise.

2. The bidder must possess the requisite licenses, permits, registrations, certificates etc. from appropriate statutory authorities for providing the required service(s).
3. The bidder must have an average turnover of Rs. 20 lakh per annum with three years of experience in the canteen and similar services of the firm. Proofs need to be enclosed (LOI or contract completion certificate for each experience need to be enclosed)
4. The bidder should have PF/ESI/Gratuity Registrations as applicable. Certificate of Registration shall be submitted.
5. The bidder must have GST registration. Certificate of registration shall be submitted.
6. Copy of valid Pan No. Certificate shall be submitted.
7. The bidder should have executed up to three contracts of similar nature and at least one of those must be in Delhi/ NCR in the last three financial years i.e. 2019-2020, 2020-21 & 2021-2022. Experience in industries of repute will be of an added advantage.
8. The bidder or any of its associates have not been banned / blacklisted by any Govt Department / Central Govt. Unit / Public Sector Unit / Financial Institution / Court in the last three years.
9. AIESL at its discretion may visit place of existing contract for evaluation of food & services.
10. Bidder is willing to provide any additional information required during the course of evaluation and processing of the submitted bid.

3.13 INDEMNITY BOND

Successful bidder should indemnify AIESL against any claim by any authority. In the event, AIESL has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only shall pay such claim/damages and even if AIESL is called upon to pay such damages/penalties, the Contractor shall reimburse the same. This is subject to the condition that AIESL complies with various requirements in respect of the laws applicable to it.

3.11 REJECTION OF BIDS (Technical Bid & Price Bid): The Technical & Price Bids received in response to this Tender will be rejected forthwith without evaluation of the Tender response on the following grounds:

- i) If the Technical Bid and/or the Price Bid has been received after the due date and time.
- ii) If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- iii) If the Technical Bid and/or the Price Bid have been received by fax or email.
- iv) If the Technical Bid and/or the Price Bid have been received unsigned/incomplete.
- v) If the Technical Bid and/or the Price Bid have been received in an open condition.
- vi) If the Technical Bid has been received without EMD OR if the EMD is lesser than the amount specified OR if the EMD has been submitted in a mode other than as specified in the Tender.
- vii) Tenders not accompanying required information and documents are liable to be rejected. Any request for subsequent submission of any information/documents may not be entertained.
- viii) Bids from competitor airlines or their subsidiaries are not invited and if received, shall be rejected.
- ix) Conditional bids (Technical/ Price bid) would not be accepted and shall be rejected.
- x) Bids not filled in the manner and as per formats shall be rejected.
- xi) Bids not fulfilling the technical bid criteria as specified in the tender shall be rejected during Technical evaluation.

3.15 Evaluation of Bids:

i) Technical Bids: The Technical Bids would be evaluated first for compliance of ‘Technical bid Criteria’ as specified in the Tender. “AIESL” may seek required information, documents, etc. at any time from the tenderer as it may consider necessary for evaluation of the bids.

ii) Price Bids:

a) The Price Bids of only technically suitable Bidders, who qualify the ‘Technical bid Criteria’ of the Tender, would be opened on a later date.

b) The date and time of opening of the Price Bids would be intimated in advance to technically qualified bidders only to participate in the opening of the Price Bids OR to send their authorized representatives to witness the opening of the Price Bids.

3.16 Queries from the bidders during Evaluation of Bids: During the process of the evaluation of bids, no queries shall be entertained from the bidders concerning the status of the bids.

3.17 Technically Disqualified Bids:

A. Price bids of the technically disqualified bidders would be returned to them after finalization of the Contract under intimation and against acknowledgment from the bidders.

B. In case a bidder fails to collect the Price Bid within the stipulated time of 30 days, the bid shall be shredded in the "as is where is" condition after the expiry of 30 days.

3.18 Extension of the closing date / due date/ time of Tender: The date/time for submission of bids and opening of Technical Bids-Part A may be extended at any time, at the sole discretion of “AIESL”. Amendments to this Tender, if any, will be hosted on ‘AIESL’ Website: www.aiesl.in ONLY and “AIESL” will not intimate the Bidders individually of the same. The Bidders are, therefore, advised to visit the ‘AIESL’ website regularly till the date of closing of the Tender.

3.19 Earnest Money Deposit (EMD):

i) The Tenderer will furnish along with Technical Bid-Part A, EMD of Rs 1,60,000/- (One Lakhs and Sixty Thousand Only) in the form of DD/Pay order drawn from a Scheduled / Nationalized Bank in favour of “AI Engineering Services Limited” payable at New Delhi.

ii) The firms registered with NSIC/SSI /MSME (under its Single Point Registration Scheme) shall be exempted from the payment of earnest money deposit provided they are registered for providing canteen services they intend to quote against AIESL tender, provided attested copy of Certificate of Registration with NSIC / SSI /MSME is submitted. AIESL reserves the right to allow Purchase preference to SSI / NSIC registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.

iii) Tenders received without EMD OR the lesser amount of EMD OR received in different mode, will be rejected.

iv) EMD so deposited shall not carry any interest.

v) In case, the successful Tenderer refuses to accept the LOI/Contract OR fails to abide by any terms of the Tender/fails to commence the work within the stipulated time, EMD shall be forfeited.

vi) In the case of a successful Tenderer, EMD can be adjusted in SD as a special case.

vii) In case of unsuccessful Bidders, EMD shall be refunded without interest, within a reasonable time after the finalization of the Tender.

3.20. Security Deposit (SD):

- i) The successful Tenderer, on the award of LOI/ Contract, shall deposit, and continue to maintain for the entire period of the agreement plus three months more time, a sum equivalent to 5% of the value of Contract as estimated by “AIESL”. The SD shall be in the form of current valid DD/ Banker’s cheque/ ‘BG’ from a Scheduled/Nationalized Bank.
- ii) The SD has to be deposited at the time of commencement of the contract but positively before submission of 1st Bill.
- iii) In case, SD is not deposited in time, the bills shall not be processed for payment.
- iv) In case of breach of Contract OR violation of any terms of the Contract, the SD may be forfeited.
- v) The SD shall not bear any interest and shall be refunded without interest only on successful completion of all the contractual obligations.

3.21. Applicable Rates & Validity

Rates to be quoted must be in INR as per the format given in the Price Bid Form Part B only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.

i) **Inclusions :**The rates offered /finalized/agreed by the Tenderer shall be inclusive of all Govt. Taxes/ Levies(except for GST), Equipment cost , canteen cost (including statutory payments),provision for Name Badges, Uniform, substitution, etc, cost of raw material such as general cleaning and maintenance cost of canteen interiors etc.

ii) **Exclusions:**

The GSTN on applicable rates is excluded. This would be paid/reimbursed, as and if applicable, together with the monthly bills.

iii) **Rate Negotiation:** It is not the general practice of “AIESL” to carry out Post Tender Negotiations. Therefore, Bidders are advised in their interest to submit their best quotes in response to this Tender. “AIESL”, however, reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.

iv) **Special Powers to “AIESL”:** In case there is a tie between two selected bidders, AIESL shall have a right to ask both the bidders to offer a revised bid in a sealed envelope. The L-1 out of these two shall be entitled to an award of the contract.

v) **Validity of Rates:** Rates finalized & agreed will remain firm during the Contract period of three years plus one year extendable.

Annexure-4

SUBJECT: - Tender for providing canteen services at A-320, Avionics Complex, AIESL

Tender No-

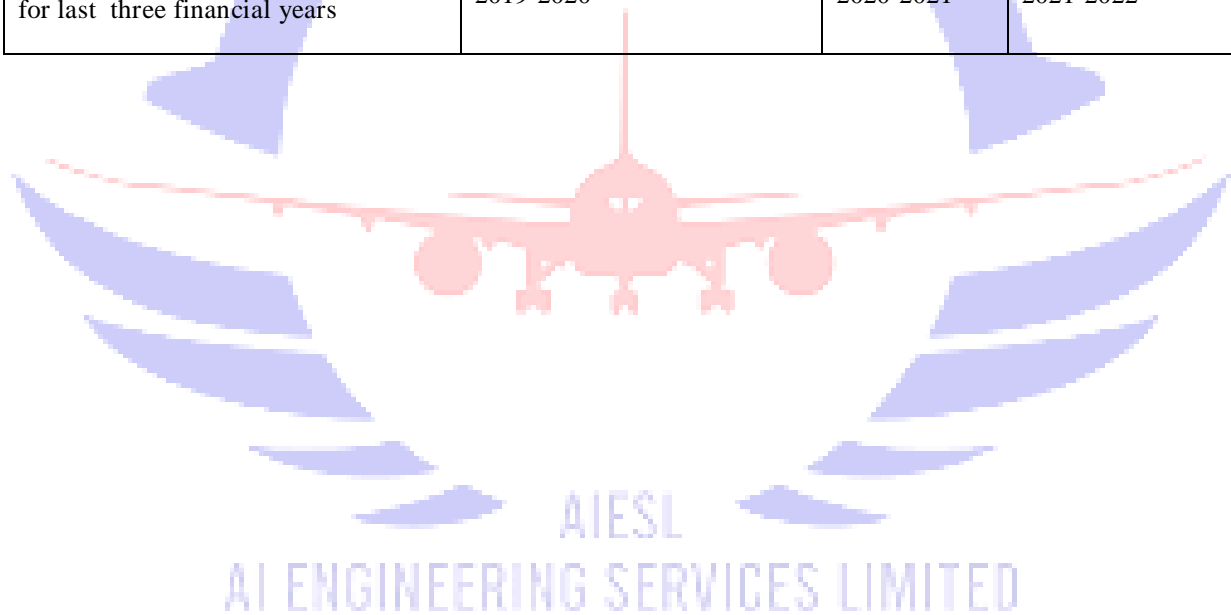
Due Date:

TECHNICAL BID FORM – PART A

| | |
|--|-------------------|
| NAME OF THE FIRM (as per Registration Certificate) | |
| COMPLETE POSTAL ADDRESS OF THE FIRM (as per Registration Certificate) | |
| 1. Name of the Company/Firm and Complete registered address | |
| 1(a) Legal Status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) | |
| 1 (b) Has your company/ firm ever changed its name any time? If so, when, the earlier name and the reason thereof? | |
| 1(c) Were you or your company ever required to suspend catering services for a period of more than 06 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof. | |
| 1(d) Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract. | |
| 2. Name, Designation and Tel. No(s) of the Contact Person, -Fax No(s) and email address | |
| 3. Year of commencement of business | |
| 4. Statutory details (photocopy to be attached) | |
| a) PAN- | |
| b) ESI Reg. No.- (if applicable) | |
| c) GST Reg. No.- | |
| d) EPF registration No. (if applicable) | |
| e) Food Safety Reg. no(FSSAI) | |
| f) NULL & VOID | |
| 5. Turnover Certificates for last three financial years duly certified by CA. | |
| 6. EMD Fees | Rs.1,60,000/- INR |

Tender for providing canteen services at A-320, Avionics Complex, AIESL
Tender No- AIESL/PPC/22-23/22229 **Date 18th July 2023**

| 7. Letter of unconditional acceptance of tender terms & conditions of the tender (Annexure-06) | | Yes/No | | |
|--|--|--|---|---|
| 8. Non-disclosure Agreement submitted (Annexure-07) | | Yes/No | | |
| 9. Declaration for blacklisting submitted (Annexure-09) | | Yes/No | | |
| 10. List of present and past clients (Please use separate sheet for each) as per the following format. Also submit either LOI or certificate of successful completion must be enclosed. | | | | |
| 11. MSME Certificate: Date of issue, valid up to, Service applied for/regd. | | | | |
| Format for details of present and past clients: | | | | |
| Sr. No.(1) | Name of Organization with complete postal address(2) | Name and Designation of contact person with Tel.No./ Mob. No.(3) | Date from which the contract was awarded(4) | No of persons deployed by your firm (5) |
| 12. The volume of business must have an average business of 20 lakh per annum during the last three years (please submit documentary evidence like audited balance sheets and Profit & loss accounts etc. | | | | |
| Details of Annual financial tum-over for last three financial years | | 2019-2020 | 2020-2021 | 2021-2022 |



Annexure-5

SUBJECT: - Tender for providing canteen services at A-320, Avionics Complex, AIESL

Tender No:

Date:

PRICE FORM – PART B

| | |
|--|---|
| Subject: Tender for providing canteen services at A-320, Avionics Complex, AIESL | |
| PRICE BID FORM – PART B | |
| 1 | Name of the Bidder / Co. |
| 2 | Address |
| 3 | Telephone No./ Fax No./Mobile Tel No. |
| 4 | Name of Contact Person |
| 5 | Monthly Rates for the job as per the terms & conditions |
| a | <p>Rate of lunch per plate as details mentioned at 3.4.1 of the tender document.</p> <p>Note:1- Successful bidder will be paid on monthly basis (as per actual working days) for a minimum of 200 lunches on daily basis for actual working days in a month as per the rates quoted here in this column. Consumption over and above 200 will be paid on actuals.</p> <p>Note:2- Rates of tea/snacks/extra lunch servings/sweets will be paid as per rates mentioned at 3.4.2(a), 3.4.2(b), 3.4.2(d), and 3.4.2(e)</p> <p>Note:3- The quote which are unusually low may be rejected without assigning any reason.</p> |
| b | <p style="text-align: right;">₹ (in figures)</p> <p style="text-align: right;">₹ (in words)</p> <p style="text-align: right;">.....</p> <p style="text-align: right;">.....</p> <p style="text-align: right;">.....</p> |
| b | <p style="text-align: center;">GST %</p> <p>Excluded from the above rates.</p> |

6. **Criteria for selection of L1 rates: L-1 rates will be decided based on the lowest rates quoted by the bidder at 5 (a) & 5 (b) above.**

7. Applicable Rates & Validity

Rates to be quoted must be in INR as per the format given in the Price Bid Form Part B only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.

i) **Inclusions** :The rates offered /finalized/agreed by the Tenderer shall be inclusive of all Govt. Taxes/ Levies(except for GST), Equipment cost , canteen cost (including statutory payments),provision for Name Badges, Uniform, substitution, etc, cost of raw material such as general cleaning and maintenance cost of canteen interiors etc.

ii) **Exclusions**: The GSTN on applicable rates is excluded. This would be paid/reimbursed, as and if applicable, together with the monthly bills.

iii) **Rate Negotiation**: It is not the general practice of “AIESL” to carry out Post Tender Negotiations. Therefore, Bidders are advised in their interest to submit their best quotes in response to this Tender. “AIESL”, however, reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.

iv) **Special Powers to “AIESL”**: In case there is a tie between two selected bidders, AIESL shall have a right to ask both the bidders to offer a revised bid in a sealed envelope. The L-1 out of these two shall be entitled to an award of the contract.

v) **Validity of Rates**: Rates finalized & agreed will remain firm during the Contract period of three years plus one year extendable, except for revision in the minimum wages.

8. Revision of Rates during contract period:

i) No request shall be entertained for an increase of Rates (either of canteen or material) during the validity of the Contract and extensions, if any, under any circumstances except for Govt. Levy/Taxes.

ii) In case, rate of GSTN is revised after the opening of Tender/issue of contract OR if any new Tax is introduced after starting of the contract, the same shall be payable to the selected bidder at new rates.

9. The Price bid will be valid for 120 days from the date of opening of Technical Bids.

10. Any overwriting / cutting in rates must be signed.

11. Declaration: It is reiterated

i) That I have carefully gone through and have understood and agreed to abide by the General Terms & Conditions, Work-scope, and specifications governing the tender.

ii) That the above rates quotes had been filled after considering all the factors and all the costs and consequences related to the work scope, terms, and conditions of the Tender.

iii) It is also confirmed that I am authorized to sign the tender document.

Signature of Authorized signatory:

Name & Designation:

Co. Name & Seal:

Date:

Place:

ANNEXURE-V

**FORMAT FOR LETTER OF UNCONDITIONAL ACCEPTANCE OF TENDER TERMS &
CONDITIONS OF THE TENDER**

(TO BE ATTACHED WITH TECHNICAL BID FORM-PART A)

(TO BE TYPED ON THE LETTERHEAD OF THE BIDDER COMPANY.)

To,

General Manager (Engineering), Northern Region
A I Engineering Services Limited,
Terminal- 2, Indira Gandhi International Airport,
New Delhi – 110037.

Subject: Un-conditional acceptance of Terms and Conditions of the Tender.

Tender No: AIESL/GM-E/NR/07/22

Tender Name: Tender for providing canteen services at A-320, Avionics Complex, AIESL

Reference:

Date:

Please refer to your above-referred Tender for **canteen services at A-320, Avionics Complex, AIESL**

We hereby give our unconditional acceptance of all the terms and conditions including the scope of work as given in the tender.

We also confirm that we have submitted our response against the above tender for the subject service after due consideration of all the technicalities and costs involved.

Signature of Authorized signatory:

Name & Designation:

Co. Name & Seal:

Date:

Place:

**NON-DISCLOSURE AGREEMENT FROM THE BIDDER
(TO BE TYPED ON THE LETTERHEAD OF THE BIDDER COMPANY)
(TO BE ATTACHED WITH TECHNICAL BID FORM-PART A)
(This document is strictly private and confidential)**

To,

General Manager (Engineering), Northern Region
A I Engineering Services Limited,
Terminal- 2, Indira Gandhi International Airport,
New Delhi – 110037.

Reference:

Date:

Sub: Non-disclosure Agreement

Tender No: AIESL/GM-E/NR/07/22

Tender Name: Tender for providing canteen services at A-320, Avionics Complex, AIESL

Dear Madam Sir,

We acknowledge that during bidding for the above-referred tender of AI Engineering Services Ltd for providing canteen services at A-320, Avionics Complex, AIESL, we shall have access to and be entrusted with Confidential Information (commercial, technical, scientific, operational, administrative, financial, marketing, business, OR intellectual property nature OR otherwise), whether oral or written, relating to “AI Engineering Services Ltd” and its business that is provided to us under this Agreement. In consideration of “AI Engineering Services Ltd” giving access to us to the above premises and making Confidential Information available to us, we agree to the terms set out below:

- 1) We shall treat all Confidential Information as ‘Strictly Private and confidential and take all steps necessary to preserve such confidentiality.
- 2) We shall use the Confidential Information solely for the preparation of our response to the above-referred Tender and not for any other purpose whatsoever.
- 3) We shall not disclose any Confidential Information to any other person or firm without the prior written consent of “AI Engineering Services Ltd”.
- 4) This agreement shall continue perpetually, unless and to the extent that “AI Engineering Services Ltd” may release it in writing.
- 5) We acknowledge that No failure OR delay by “AI Engineering Services Ltd” in exercising any right, power, OR privilege under this agreement shall operate as a waiver thereof OR shall any single OR partial exercise thereof OR the exercise of any other right, power, OR privilege.
- 6) We have read this agreement fully and hereby confirm our acceptance of its terms.

Yours sincerely.

Signature of Authorized Signatory:

Name & Designation:

Co. Name & Seal:

Date:

Place: New Delhi.

FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING

(ON COMPANY LETTERHEAD)

To,

General Manager (Engineering), Northern Region
A I Engineering Services Limited,
Terminal- 2, Indira Gandhi International Airport,
New Delhi – 110037.

Sub: Authorization for attending bid opening.

Tender No: AIESL/GM-E/NR/07/22

Tender Name: Tender for providing canteen services at A-320, Avionics Complex, AIESL

The following persons(s) are hereby authorized to attend the bid opening for the subject tender mentioned above on our behalf.

| Sr. No | Name | E-Mail | Contact No. | Signature |
|--------|------|--------|-------------|-----------|
| 1. | | | | |
| 2. | | | | |

Authorized Signatory

With SEAL

Note:

1. Permission for entry to the hall where financial bids are opened may be refused in case authorization letter as prescribed above is not received.
2. The authorized representatives, in their interest, must reach the venue of bid opening well in time.
3. The authorized representative must carry a valid photo identity.

Tender No- AIESL/GM-E/NR/07/22

PROFORMA OF DECLARATION OF BLACK LISTING

(FORMAT TO BE TYPED ON BIDDERS' LETTERHEAD AND SUBMITTED ALONG WITH TECHNICAL BID DOCUMENTS WITH SIGNATURE AND STAMP)

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern _____ M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by except as indicated below :

(Here give particulars of blacklisting, and in absence thereof state "NIL")

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his/her individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by AIESL except as indicated below :

(Here give particulars of blacklisting and in the absence thereof state "NIL")

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by AIESL except as indicated below :

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, AIESL shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder:

Date :

Name of Signatory:

Annexure-10



A I ENGINEERING SERVICES LIMITED

REQUISITION SLIP

Date _____

Incharge Canteen,
M/S _____
C/O AI Engineering Services Limited,
A-320, Avionics Complex, IGI Airport
New Delhi

Kindly provide items to the bearer of this requisition slip:-

1. _____
2. _____
3. _____
4. _____

Authorised Signatory with stamp

AIESL
AI ENGINEERING SERVICES LIMITED