

Al Engineering Services Limited

NTA, NSCBI Airport, Kolkata-700052.

Internal Tender Ref. No.: KOL-PUR/AIESL/NS/139-25 Date: 03/06/2025

TENDER FOR PROVIDING CANTEEN FACILITY FOR MEAL SUPPLY TO THE STAFF OF AIESL AT NTA, NSCBI AIRPORT, KOLKATA

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DISCLAIMER

- a) The information contained in this tender document (hereinafter referred to as the "Tender") or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/Bidders in any form by AI Engineering Service Limited (hereinafter referred to as 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 prior to award of the Tender.
- b) The purpose of this Tender is to provide all Bidders with the information that may be useful to them in the formulation of their proposals/Bids (hereinafter referred to as "Bids") in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain exhaustive / all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their Bids.
- c) Each Bidder should conduct its own due diligence, investigations & analyses and should check the accuracy, adequacy, correctness, reliability & completeness of the assumption, assessment & information contained in this Tender and shall obtain independent advice from appropriate sources, at no cost to AIESL.
- d) The information provided in this Tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- e) 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.
- f) AIESL in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the close date of the Tender.
- The Tender does not imply that AIESL is bound to select a Bidder or to appoint the Successful Bidder and AIESL reserves the right to reject all or any of the Bids or annul the tender process, without assigning any reason whatsoever at any time or abandon the procurement of Equipment(s) and Services.
- h) The Bidder shall bear all its costs associated with or relating to the preparation & submission of its 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 in Bids. 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 for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

NOTICE INVITING TENDER (NIT)

Bid Details Summary

SN	PARTICULARS	DETAIESLS
01.	Name of the Work	TENDER FOR PROVIDING CANTEEN FACILITY FOR MEAL SUPPLY TO THE STAFF OF AIESL AT NTA, NSCBI AIRPORT, KOLKATA
02.	Estimated Cost	Rs. 64,80,000.00
03.	Earnest Money Deposit	Rs. 1,30,000.00
04.	Security Deposit	5% of Contract Value
05.	Availability of bidding documents	Can be downloaded from www.aiesl.in and available in GeM portal.
06.	Tender document Fee	NIL
07.	Last date and Time for receipt of bids	As per GeM notifications. Bids will be accepted through GeM portal only.
08.	Bid offer validity	As per GeM, One Hundred Eighty (180) days from the last date of submission of Bid.

1. Introduction:

AIESL is the biggest DGCA (Directorate General of Civil Aviation) approved MRO set up in India that can serve as a one-stop-shop for all aircraft engineering requirements at major Airports with pan India foot print i.e., Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur, etc. With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR fleet of various Airline Operators (Domestic & International).

AIESL invites Tenders under **Two-Bid system** i.e. Technical-Bid and Price-Bid for PROVIDING CANTEEN FACILITY FOR MEAL SUPPLY TO THE STAFF OF AIESL AT NTA, NSCBI AIRPORT, KOLKATA from reputed Caterers dealing food supply business.

2. The Tender

- a) Bidders must read the complete '**Tender Document**'. This NIT (Notice Inviting Tender) is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.
- b) <u>Availability of the Tender Document</u>: The Tender Document shall be published in the Government E-Marketplace (GeM) Portal of Govt. of India. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in GeM Portal.
- c) <u>Clarifications</u>: The Prospective Bidders requiring any clarification regarding the Tender document may do so using GeM Portal. Also, please feel free to contact to mail id: achintya.biswas@aiesl.in for any query related to tender. Bidders who wish to visit the

site prior to quote may contact between Monday to Friday between 10.00 hrs to 15.00 Hrs to mail id: poulomi.basu@aiesl.in with copy to achintya.biswas@aiesl.in AIESL, Kolkata.

3. Eligibility Criteria for Participation in this Tender:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' criteria. Bidders should meet the eligibility criteria as on the last date of bid submission and should continue to meet these till the award of the contract. Bidders shall be required to fulfill the eligibility criteria as defined in **Annexure-I.**

4. Submission of Bids:

- a) Bids must be uploaded by the Bidders in GeM portal till the deadline for submission mentioned in GeM Portal. Bidders must comply with the conditions of the GeM Portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- b) Bidder must submit the bid complete in all respect, in the absence of which bid may be rejected. Hard copy of the Tender documents shall not be accepted.

5. Bid Opening

Bids received shall be opened online at the specified date and time mentioned in GeM portal.

6. INSTRUCTIONS TO BIDDERS

Annexures / Forms (To be filled, signed, and uploaded by Bidders): Please relate the following Annexures / forms to the corresponding Sections:

- I. ELIGIBILITY CRITERIA FOR THE BIDDERS
- II. SCOPE OF WORK
- III. TECHNICAL-BID FORM
- IV. EXPERIENCE DETAILS
- V. BIDDER'S CHECKLIST
- VI. FORMAT FOR SUBMISSION OF UNDERTAKINGS
- VII. NON-DISCLOSURE AGREEMENT FROM THE BIDDER
- VIII. PRICE-BID FORM
- IX. BID SECURITY DECLARATION FORM

7. Purchase Preference Policies of the Government

AIESL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- a. Bidders from Micro and/ or Small Enterprises (**MSEs**) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- b. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications.
- c. Purchase preference to make in India would be provided in line with the Letter

no. P45221/2/2017-PP (BE-II), dated 16th September 2020, issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GOI as amended from time to time.

8. Bid Prices

Price Bid (Annexure VIII)

- 1) Bidders are to quote value of each line item in GeM portal filling the Price Bid format uploaded by AIESL. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.
- 2) Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder has filled Rs. 0 (zero) for any line item.
- 3) The quoted price shall be considered to include all relevant financial implications.

9. Downloading the Tender Document; Corrigenda and Clarifications

a. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in GeM Portal. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

b. Corrigenda/Addenda to Tender Document:

Before the deadline for submitting bids, the AIESL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same Page manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda / addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the GeM Portal for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the AIESL may suitably extend the deadline for the bid submission, as necessary. After AIESL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

c. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document through GeM Portal, provided the clarifications are raised at least 72 hours prior to submission of bid. The response to the clarifications (If any) shall be shared in GeM portal. Any modification of the Tender document that may become necessary in view of response given to the clarification shall be made by the AIESL by issuing an Addendum/ Corrigendum.

10. Rejection of Bids (Technical-Bid & Price-Bid):

The Technical & Price-Bids received in response to this Tender will be rejected, without evaluation, on the following grounds:

a) Either the Technical-Bid or the Price-Bid (only of technically qualified Bidders)

- or both has been received after due date and time.
- b) Either the Technical-Bid or the Price-Bid or both have been received by email.
- c) Either the Technical-Bid or the Price-Bid or both have been received unsigned / incomplete.
- d) Either the Technical-Bid or the Price-Bid or both have not been received.
- e) Price Bid received alongwith Technical Bid.
- f) If the price bid is attached with the technical bid or if any type of price quote has been given in the technical bid.
- g) 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. However, AIESL can ask for information / documentation from the Bidders.
- h) Conditional Bids (Technical / Price-Bid) would not be accepted and shall be rejected.
- i) Bids not filled in the manner and as per formats, shall be rejected.
- j) Bids not fulfilling the Eligibility criteria as specified in the Tender shall be rejectedduring technical evaluation.
- k) In case both the Tender Forms, i.e. Technical Bid & Price Bid (of only technically qualified Bidders) not received in required format.
- 1) If the Bids are submitted in different names.
- m) Ineligible Bids shall not be entertained, and the decision of AIESL in this regard would be final. No correspondence in the regard will be entertained.
- n) If EMD not submitted (if applicable).

11. Evaluation of Bids:

a. Technical-Bids:

The Technical-Bids would be opened first & evaluated for compliance of 'Eligibility Criteria' as specified in the Tender.

b. **Price-Bids:**

"Price Bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid Proforma.

The Price-Bids of only technically suitable Bidders, who qualify the 'Eligibility Criteria' of the Tender, would be opened on a later date.

c. Bid Validity

- 1. As per GeM, One Hundred Eighty (180) days from the last date of submission of Bid.
- 2. A bid valid for a shorter period shall be rejected as non-responsive.
- d. If required, before the expiry of the original time limit, the AIESL may request the bidders to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically or as per GeM portal. A bidder may agree to or reject the request. A bidder who has agreed to the AIESL's request for extension of bid validity, in no case, shall be permitted to modify his bid.
- e. It will be imperative for each Tenderer to fully acquaint himself with the local conditions and factors, which may have an effect either on the execution of the Contract or the cost or both and submit bid accordingly.
- f. During the process of the evaluation of Bids, no queries shall be entertained from the Bidders with regard to the status of the Bids.

g. Extension of closing date / due date / time of Tender:

The date / time for submission of Bids and opening of Technical-Bids, may be extended at any time, at the sole discretion of AIESL.

12. Earnest Money Deposit (EMD)

The Tenderer shall deposit along with the technical bid, an Earnest money of Rs.1,30,000.00 (Rupees One Lac Thirty Thousand only) through payment gateway method to the AIESL's bank account, details mentioned below and upload the proof of deposit along with the technical bid. The Earnest money deposit will be refunded to the Bidders whose offers have not been accepted. EMD amount, in respect of successful bidder, will be retained till the period, Security Deposit/ Performance Guarantee will be received.

Process to follow for submission of Earnest Money Deposit as below:

- 1) Visit AIESL website www.aiesl.in
- 2) Choose "Payment" option at the below of the site screen
- 3) Choose "**Vendor**" option
- 4) Fill up relevant compulsory fields to proceed further for requisite EMD amount payment.
- 5) Take screen shot/print out after successful payment made
- iii) Tenders without the EMD shall be rejected.
- iv) EMD will not carry any interest.
- v) In case a tenderer withdraws his bid during the process of evaluation of tender, or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited.
- vi) EMD of the Tenderers, who do not qualify in the 'Technical Bid', will be refunded to them within two months of the award of contract.
- vii) EMD in respect of the successful bidder can be adjusted against Security Deposit/ Performance Guarantee.

a. Exemption from submission of Earnest Money Deposit (EMD):

- As mentioned in Section 7(4) of Ministry of MSME's Notification No.S.02119 (E) dated 26th June, 2020 an enterprise registered with any other organization under the ministry of MSME shall registered itself under Udyam Registration with effect from 01.07.2020, The MSEs registered under Udyam Registration/NSIC under single point registration scheme/Public Sector Unit/Central/State Government Undertakings/Handicraft Boards, Khadi Village and Cottage Industries/Social Welfare Organizations/Handicraft and Blind Associations/ Units registered with the Central Purchase Organizations (e.g. DGS&D) are exempted from payment of Earnest Money Deposit (EMD). The MSME Certificate that is to be submitted by the vendor shall be of relevant current period, comprising of such similar nature of business as mentioned in Bid document.
- ii) Startups bidders, as recognized by Department of Industrial Policy and promotion (DIPP) are exempted from payment of Earnest Money Deposit (EMD).
- iii) Bidders who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for Canteen facility services for which this tender has been invited.

iv) Price Preference:

Since tender item cannot be split or divided, etc. the MSE quoting a price within the band L1 + 15 % may be awarded for full/complete supply of total tendered value, subject to the

condition that, the MSE shall supply the required Canteen Facility services for AIESL by bringing down their price to L1 price in a situation where L1 price is from a Party other than a MSE.

v) Validity to avail Exemption / preferences shall be available only if:

The MSEs registered for the particular trade / item for which the Tender is relevant, would be eligible for exemption/preference.

The registration certificate issued under Udyam Registration must be valid as on close date of the Tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.

The MSEs who have applied for registration or renewal of registration under Udyam Registration but have not obtained the valid certificate as on close date of the Tender, are not eligible for exemption / preference.

13. GENERAL TERMS AND CONDITIONS (GTC)

- a. **Contract / Agreement** means the Contract as signed between AIESL and the Successful Bidder as per the Scope of Work given in the Tender".
- b. The 'Bidder' / 'Party' / 'Service Provider' / 'Agency' / 'Contractor', as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the Bid in response to the Tender.
- c. The 'Successful Bidder' as used in the Tender document, shall mean as follows:
 - i) Whose Bid is under consideration for award of Letter of Award (LOA);
 - ii) Received Letter of Award (LOA);
 - iii) Awarded Contract for commencement / execution of services.
- d. It is further clarified that any individual signing the Tender or other documents in connection with the Tender must certify whether he signs as Authorized signatory of the Company/ Proprietorship/Partnership Firm/LLP etc. The letter of authority must be attached with the technical bid.
- e. Bidder should not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority, AIESL shall be final and binding.
- f. The Technical-Bids shall be evaluated on the basis of details and documents provided by the Bidders for example Check List or other documents in support of Eligibility Criteria Annexure-I and Technical Bid, Annexure-III.
- g. The Price-Bids of only technically qualified Bidders shall be opened at a later date. Intimation shall be sent to technically disqualified Bidders as per GeM.
- h. Tenders should be filled in prescribed forms only and be duly signed and stamped.
- i. Technical-Bid prepared by the Bidder, shall contain all requisite information along with self-attested supporting documents to be uploaded as per details given in the **Annexure III**

Technical-Bid.

- j. All prices be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Bidder. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the Price-Bid.
- k. Bidders are advised to study the Tender document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- l. Bids should be unconditional. In case of any condition, the Bid shall be treated as disqualified and shall be rejected.
- m. The Tender and resultant Contract is CONFIDENTIAL and anything contained in this document, shall not be disclosed in any manner, whatsoever. The undue publicity by the Bidder regarding confidential process of the Tender may result in the rejection of their Bid / Contract.

14. Undertakings by the Successful Bidder:

The Tenderer has to give following undertakings and shall abide by it if the Tenderer become successful and contract is awarded to him:

- j) I/we have gone through and understood the General Terms & Conditions, Eligibility Criteria & Scope of Work and Specifications governing the tender and shall abide by all of them
- ii) I/We will provide services as per requirement of AIESL and as per scope of work of the tender.
- iii) That employees deployed for AIESL duty shall be the employees of the service provider and none of them shall claim employment in AIESL. The responsibility of discipline/conduct of the employees in all respects shall be solely on the service provider. AIESL will, in no way, be responsible for violation of any rules/regulations/ instructions of the concerned agencies and/or for any loss or damage caused by the workmen deployed by the service provider and any such loss or damage will be compensated/borne by the service provider.
- iv) Contract Labour (Regulation & Abolition) Act License: That all the provisions of the contract Labour (Regulation and Abolition) Act 1970 and rules made there under shall be complied with by the successful bidder, if the same are/become applicable to these services and in case contract is awarded to them. The successful bidder shall obtain applicable licenses / Registrations at their own cost and initiative from concerned authorities within 15 days of receipt of LOA / Contract (wherever applicable).
- v) ESI & PF registrations: ESI & PF Registration are optional at the time of application of the tender. However, the tenderer shall provide an undertaking that ESI & PF registration (if not already available with them) shall be obtained within 90 days of the same becoming applicable on such service during the contractual period. In case, the same are not obtained and provided within the above mentioned time limit of 90 days from the date of the same becoming applicable, the LOA/contract shall be withdrawn by AIESL without any liability on it.
- vi) Verifications of Licenses/Registrations: That the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable Tax/Law/Act. (i.e. Goods and Service Tax / Provident Fund Act / Establishment Act / Income Tax Act, etc.) shall be produced for verification / checking of AIESL or to the third party authorized by AIESL / Law abiding agencies of Govt. of India.

- vii) That the information given in the Technical Bid Form (Annexure III) is true to the best of your knowledge and nothing is concealed, and will be signed by the authorized signatory of your Co./Firm
- viii) The Bidder would also provide an undertaking that the spot checks can be conducted by AIESL / third party authorized by AIESL, anytime for verification of quality of work / antecedents / credentials, etc. The shortcomings found, if any, would be overcome by the Service Provider within the given time, failing which AIESL shall be at liberty to impose penalty / cancel the Contract.

ix) For execution of service

The Bidder must give an undertaking that on award of LOA/Contract, the Canteen facility Services shall be executed within 15 **days** from the date of acceptance of the LOA/Contract.

x) Amendments and clarifications: Will be informed separately. Any notice by one Party to the other Party, pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

15. **Sub-Contracting:**

- a. The Service Provider shall not sub-Contract the work or any part thereof, to any other person, concern, firm or company.
- b. Sub-Contracting may lead to termination of the Contract with immediate effect without any liability on AIESL and also without prejudice to any other rights which AIESL may have against the Service Provider under the Contract.

16. Supervision and monitoring of duties of daily work schedules

Supervision and monitoring of Canteen Facility services shall be the responsibility of the Service Provider. Therefore, the Service Provider must have a provision for supervision and effective management of the Contract, without any extra cost to AIESL.

17. Award of LOA/ Contract, Acceptance and commencement of services:

The Successful Bidder has to convey their acceptance of LOA/Contract within **7 days** from the date of issue of the LOA/Contract.

The Successful Bidder shall deploy the Canteen facility Services within 15 days from the date of acceptance of the LOA/Contract, or as specified in the LOA/Contract.

18. **Period of Contract:**

The initial Contract period will be of Three (03) Years, subject to satisfactory performance of the Service Provider on the discretion of AIESL. The continuity of the Contract shall depend on satisfactory performance of the Service Provider which shall be reviewed from time to time. The observations of AIESL on performance shall be unchallengeable and final.

The validity of Contract comes to an end IPSO FACTO by efflux of time, unless or otherwise renewed / terminated.

19. Applicable Rates & Validity

Rates to be quoted must be in INR as per the Price Bid format-VIII 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 cost related to Raw materials for Cooking and serving Meals, Manpower, Cooks, Helpers, Cooking utensils, Equipment cost, packaging materials, other Canteen facility related materials, furniture, etc, and Govt. Taxes /Levies, (including statutory payments), provision for Name Badges, Uniform, substitution, etc.

ii) Exclusions:

The GST would be paid/reimbursed, as and if applicable, together with the monthly bills. AAI Royalty (if applicable) maximum upto 13% pertaining to rendering of such service will be reimbursed by AIESL on actual basis on production of proof of such payment.

- iii) The numbers of diners are indicative at present, which may increase or decrease during the contractual period as per discretion of AIESL authority. Agreed rates will be applicable for addition or deletion if any accordingly.
- iv) The quotation should be valid for 180 days from the last date of submission of Bid. Quoted rates should be firm for the entire period of contract and no enhancement of rate will be entertained during the period of the contract.
- v) In case of imposition of any new statutory Tax / Levy during the tenure of the Contract applicable for such service the same shall be considered for payment by AIESL subject to proof being provided by the service provider for such applicability / payment.
- vi) For any major reduction in service, the rate admissible will be arrived at after consultation with the successful bidder.
- vii) In case, if it is found at any stage, that, the information provided are not true, the Tender/LOA/Agreement shall be cancelled and appropriate damages shall be claimed from the tenderer/party, besides forfeiture of Security deposit/Performance Guarantee.
- viii) In case L1 service provider backs out either before issue of Contract / Letter of Award or subsequent to its issue the L1 service provider will be blacklisted for a minimum period of 03 (Three) years. In addition its Security Deposit/ Performance Guarantee will also be forfeited.
- ix) As it is not the general norm for AIESL to carry out price negotiation following evaluation of the Price Bids, the intending tenderers are advised to submit their best quote(s) in response to the Tender. AIESL, however reserves the right to carry out negotiations in exceptional cases with the tenderer who has been evaluated by AIESL as having offered the lowest bid in response to the Tender.

20. **Payment of Bills:**

- a. No advance payment shall be admissible in any case. The Service Provider shall submit monthly bills to the Executive-HR, AIESL, NTA, APU Center, NSCBI Airport, Kolkata-700052 alongwith all supporting documents.
 - AIESL shall pay monthly bills by an ECS / NEFT / RTGS clearance within 30 days of submission of the undisputed Bills to the user department.
- b. The payments shall be made after deduction of all applicable taxes including tax deduction at source (TDS).
- c. Delay in payments on account of wrong billing / incomplete billing / late submission of the bills, etc. shall be the responsibility of the Service Provider.
- d. The Service provider shall provide a register to note daily attendance of their personnel.
- e. In case AIESL is not able to claim input GST credit on account of any fault, omission or

noncompliance by the Service Provider, the Service Provider shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions takenby the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST.

21. Security Deposit (SD)/Performance Guarantee(PG):

The successful bidder will deposit 5 % of the total contract value after adjusting the amount of EMD, as Security Deposit/ Performance Guarantee with AIESL through payment gateway method to the AIESL's bank account. Detailed steps for SD/PG amount submission mentioned under **clause no.-12**, **page-7** and upload the proof of deposit, within 2 (Two) weeks of issue of LOA/Contract to ensure satisfactory performance of the Contract. Alternatively, Bank Guarantee (BG) from a Scheduled Bank, in lieu of the said amount, will be accepted as Security Deposit/ Performance Guarantee. The validity of the SD/PG/BG will be till 60 days of scheduled completion of all obligations under the contract.

In case, SD/PG is not deposited by the Contractor in time, the same amount would be adjusted from the initials bills.

In case of breach of Contract OR violation of any terms of the Contract, the SD/PG may beforfeited.

The SD/PG shall not bear any interest. The cost of submission of SD/PG or execution of BG would be borne by the successful bidder.

Security Deposit/ Performance Guarantee will be refunded only after successful completion of all the contractual obligations by the successful bidder, subject, however, to deduction of penalties, if any, that may be leviable under the terms of the contract.

22. Recovery of Sum Due:

- i) Whenever under the Contract, any sum is recoverable from the Service Provider; AIESL shall be entitled to recover such a sum by appropriating in part OR fullfrom the SD/PG already deposited by the Service Provider.
- ii) In the event of the said SD/PG being insufficient, the balance OR the total amount recoverable, as the case may be, shall be deducted from any sum due to the Service Provider. Should this amount also be insufficient to cover the amount recoverable, the Service Provider shall pay to AIESL, the balance amount, if any, within 15 days of the demand by AIESL.
- iii) If any amount due to AIESL is so set off from the SD/PG, the Service Provider shall have to make good the said amount of the SD/PG equal to the original value immediately and in any case, not later than 15 days of intimation sent by AIESL.

23. Safety and Security Regulations:

- a) The employees of successful bidder so deployed for AIESL duty shall abide by all the rules and regulations relating to Aviation Safety and Security that may be framed from time to time by such Authorities such as "Bureau of Civil Aviation Security", "Airport Authority of India", or any other agency associated with Airport activity.
- b) The successful bidder shall have a practice to hand over / retrieve PIC to their employees while they report / leave the AIESL / Airport premises, so as to ensure that their employees do not misuse the PIC.
- c) The service provider should ensure verification of character and antecedents of their personnel by police before deployment, since AIESL is "Restricted Industry" and Airport

- is "Restricted Area." Every employee's photograph, copy of police verification of character and antecedents and service provider undertaking to be furnished to Regional Security Officer, AIESL, ER, NTA, NSCBI Airport, Kolkata.
- d) The successful bidder shall also obtain entry permit(s) for his personnel at their own cost to enter AIESL premises i.e. non restricted area and ensure that his personnel display their entry permits/Photo Identity Cards at all times while deployed in the AIESL premises and/or the Operational areas.
- e) The personnel deployed for AIESL duty will be subject to security check by the concerned authorities.
- f) The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under his signatures, company's name and seal to be shown if and when demanded by AIESL Officials.
- g) Any violation of security regulations and indulging in illegal activities by service provider's personnel will be at the cost and risk of service provider.
- h) The contractor shall take responsibility for good conduct of their employee on AIESL duty.
- i) In case any of the terms/ clauses of the tender are not implemented and in case any lapse on part of the service provider or his employee is noticed and if any of the employee of the tenderer is found involved in theft/pilferage/malpractices, the same shall be inquired by AIESL officials and suitable action including legal proceedings may be initiated for breach of contractual liabilities. Such act may also attract penal / legal action under the provisions of law.
- j) AIESL being a restricted industry the personnel deployed by the bidder for this service will not indulge in any illegal/Anti-Social/Anti national activities.
- k) AIESL shall not be responsible for any injury sustained by service provider personnel during the performance of AIESL duties and also for any damage or compensation due to any dispute between them. Any expenditure incurred by the AIESL to tackle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit/ Performance Guarantee of the service provider.
- 1) The personnel, deployed for AIESL service, should be in neat, clean, hygienic & properly pressed uniform at the cost of the successful bidder.

24. General Conditions:

- a. The bidder shall be personally responsible for any theft, dishonesty and/or disobedience / acts and deeds on the part of the employee(s) so provided by him to provide this service.
- b. The bidder shall be solely responsible in respect of any claim, damages or other liabilities arising out of any incident/accident involving the employees deployed by him.
- c. Damage caused if any and claims arising out of any damages caused by the bidder/his staff in the course of rendering this service will be solely at the cost and risk of the bidder. AIESL will not accept any responsibility what-so-ever in this regard.
- d. The staff deployed by the bidder to execute this service shall under no circumstance be deemed to be in AIESL's employment.
- e. The Bidder shall not engage any person below 18 years of age.
- f. The Bidder shall be the employer for his workers and AIESL will not be held responsible fully or partially for any dispute that may arise between the bidder and his workers.
- g. All notices and instructions given by either party under this contract to the other shall be in writing. For all correspondence local address of the bidder shall be mentioned.
- h. No part of the contract nor any share or interest therein shall in any manner or degree be transferred/ assigned or sublet by the bidder directly or indirectly to any person, firm or corporation whatsoever.
- i. AIESL shall not be responsible to provide any canteen/ medical facility / rest room to the personnel deployed for AIESL duty by the tenderer.

25. **Indemnification:**

i. The Tenderer shall indemnify AIESL against payment of penalty/third Party claims/damages/loss of property of AIESL, AAI, passengers or any other party/penalty due to mishandling/misbehavior/careless on the part of personnel provided by the successful

bidder. The tenderer shall also indemnify for any liability arising out of any accident / incident involving his staff and shall reimburse any loss or damage to AIESL / concerned party. In case, any such amount is not deposited /paid to the concerned party and if AIESL is directed by any court of Law or Govt. of India to bear any such expenses on behalf of the service provider, the same shall be deducted from his monthly Bills/Security Deposit/Performance Guarantee/Future payments due to the service provider if not made good to AIESL.

- **ii.** The Tenderer shall also indemnify to AIESL for making good any claim/ penalty/loss or damages including costs thereof in respect of any breach or violation on any of the provisions of any law including labour laws governing the employee of the tenderer. In case of failure to make good above losses/expenses to AIESL, the same shall be deducted from the monthly bills/security deposit/Performance Guarantee /future payments due to the tenderer.
- **iii.** The Service Provider shall have to give an undertaking in their technical bid and also to indemnify that all employees deployed for AIESL duty shall be their permanent employees and none of them shall claim employment in AIESL. The responsibility of discipline of the employee in case of any complaint from AIESL shall be solely that of the service provider.

26. PENALTY:

- i) Quantum of penalty will be decided in individual cases and decision of the Executive-HR, AIESL, Kolkata will be final and binding. Failure to supply food in terms of quality, quantity and as per the menu indicated will attract penalty.
- ii) The Company shall impose a penalty on any of the following occasions:
- a) Vegetables used should be fresh and of good quality. If vegetables kept for use are found to be rotten or of poor quality, then the same must be replaced with fresh and best quality vegetables with addition to a fine of Rs. 1,000/- for each occasion will be imposed.
- b) Each complaint of unclean utensils would lead to a fine of Rs. 500/- on the Contractor.
- c) If poor quality raw materials are used for preparation of food items, then the same must be replaced with fresh raw materials in addition, a penalty of Rs. 1,000/- for each occasion will be imposed.
- d) Oil once used should not be reused. If reuse of oil is noticed, the same must be replaced with fresh oil, in addition a penalty of Rs. 500/ for each occasion would be levied.
- e) If it is found that food items are not cooked properly or if quality of any item served is not up to the mark (decided by Committee) the fine of Rs 1000/- would be imposed on the contractor.
- f) If there is any deviation in the approved menu, a fine of Rs. 1,000/- for each occasion will be imposed.
- g) Change in the menu without permission of the HR department, AIESL would be viewed seriously as breach of the contract, result in a fine of Rs. 500/-.
- h) 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.
- i) 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.
- Provider, 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 Service Provider, the Service Provider shall be liable to make good/compensate such claims or damages to AIESL. As a result of the acts of the Service Provider, if AIESL is required to pay any damages to any individual, agency or government authority, the Service Provider 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 Service Provider while settling its bills.
- k) The above list is only an illustrative list and not an exhaustive one. For lapses not covered under the above list Clause no.-26 (i) shall apply as deemed fit by AIESL and will be binding.
- In case of failure to commence the service on the stipulated time/date as per the LOA/Contract issued, the EMD/SD/PG will be liable to be forfeited at the discretion of AIESL.
- m) Penalties imposed for more than three occasions per month will be considered as irregularity on the part of contractor to execute this agreement and the decision taken by the Dy. General Manager (E-PPMM), AIESL, Kolkata in this regard will be final and binding.
- n) In the event of any damage caused to the property of AIESL/Any other Airlines and or to the passenger/staff (the property of staff), either due to negligence or otherwise of/by the employees of the contractor, necessary recovery as determined by AIESL shall be made from the monthly bill/security deposit/ Performance Guarantee.

27. **Interpretation**:

In the event of any difference in the interpretation of any of the clauses of the LOA / Agreement / Contract or the Tender documents, the clarifications given by the Dy. General Manager (PPMM) or his representative or TC members, AIESL, Kolkata shall be final and binding.

28. Exit / Termination Clause:

- i. The validity of the agreement comes to an end IPSO FACTO by efflux of time unless otherwise renewed / terminated / extended.
- ii. In the event of the successful bidder failing to comply with any of the terms and conditions of the agreement, AIESL shall issue a notice of 30 days to the successful bidder to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing 30 days written notice to the successful bidder. The successful bidder shall not have any right to dispute or question the judgment of AIESL with respect to unsatisfactory performance of the successful bidder.
- iii. AIESL may, at any time, terminate the Contract with immediate effect by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue, thereafter, to AIESL.
- iv. Either side can terminate the contract by giving three months' notice in writing. In such an event the terminated party shall have no right to claim any compensation/damage etc. from the terminating party on account of early termination. However the parties should duly comply with their respective obligations during the notice period and thereafter discharge the obligations arising out of the agreement till the termination.
- v. In case the successful bidder discontinues operation without giving any notice, AIESL reserves the right to arrange Canteen Meal supply facility from other agency and the difference in cost that may be incurred over and above the Contractual rate of the Service provider shall be realized and /or recovered from the Service provider apart from levying any other penalty/ forfeiting Security Deposit/ Performance Guarantee amount.

29. **Relationship:**

The relationship shall be on 'Principal to Principal Basis'. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. Neither party shall have any right, power or authority to enter into any agreement or act in any manner on behalf of the other. Employees of Contractor / Service Provider shall not be treated as employees of AIESL.

30. Arbitration:

Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Contract / Agreement or validity or the breach thereof, which despite best efforts cannot be amicably settled between the parties, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION – GOVT. OF INDIA" and the award made in pursuance, thereof shall be final and binding on the parties to the arbitration. The venue of arbitration shall be Kolkata and the arbitration proceedings shall be carried in English. The cost of the arbitration shall be borne by the parties as per the award of the sole arbitrator.

31. Jurisdiction

The construction, interpretation, validity and performance of the Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIESL and Service Provider, whatsoever shall be subject to the Jurisdiction of Kolkata Courts only.

32. **FORCE MAJEURE:**

If at any time during the continuation of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that, if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit expecting such materials, bought out components and goods as the Seller may with the concurrence of the Buyer elect to retain.

Eligibility Criteria

- 1. The bidder should have experience of satisfactorily running canteen(s)/ hostel(s) continuously for last three years in reputed educational institutes/Government Sector/similar organizations.
 - Experience of having continuously run the catering services/similar establishments during the last three years as on the last date of tender submission as per following:
 - At least one similar running/completed work having not less than 100 persons on its dining strength continuously for last two years.
- 2. The bidder should have on their rolls sufficient number of cooks to prepare good quality snacks/meals.
- 3. The bidder should possess license as per Food Safety and Standards Act, 2006 (Self Attested copies of FSSAI License to be attached for last two years). Please ensure that the copies of annexure of the FSSAI License showing the details of "Items of food manufactured handled" is also attached.
- 4. The Bidder can be a Proprietorship, Partnership Firm, LLP etc. or a Company/agency registered in India under the Indian Companies Act 1956/2013 as amended with their registered office in India for the last three years as on 31.03.2025.
- 5. The Bidder must be an income tax payer and should furnish PAN Registration No.
- 6. The Bidder must have GST registration, at the time of application of the Tender.
- 7. The Bidder shall submit self-attested copy of Income Tax return for FY-2021-22, FY-2022-23, and FY-2023-24.
- 8. The bidder's average annual financial turnover (gross) in catering services/similar establishments during the last two financial years should not be less than Rs.20 Lacs. Copy of Audited Balance Sheet & Profit and Loss Account certified by a Chartered Accountant or certificate from Chartered Accountant certifying Turnover for last 3 financial years to be enclosed.
- 9. The Bidder should have a working office in Kolkata for execution, monitoring/supervision and management of the Contract and shall provide the phone no., email id. of a local responsible contact person who shall be available to visit the office and resolve the issues as and where required.
- 10. The bidder's performance/experience, as per format at (Annexure-IV) for each work completed in last two years and in hand, should be certified by a responsible person from the certifying organization.
 - **Note**: Copies of the documents in support of each of the Eligibility conditions should be enclosed with the Technical Bid.
- 11. General instructions for the bidder before filling of Technical and Financial Bids:
- a) All the pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- b) All the documents as mentioned must be submitted otherwise application will be treated as incomplete.
- c) An application without Earnest Money Deposit (EMD) will not be accepted and no correspondence shall be entertained thereafter.
- d) For visit to the site between 10.00 hrs. to 15.00 hrs. from Monday to Friday, prior to submit bid, please contact to mail id: poulomi.basu@aiesl.in with copy to achintya.biswas@aiesl.in AIESL, Kolkata.

SCOPE OF WORK:

Nature of Work – CANTEEN FACILITY FOR LUNCH MEAL SUPPLY AT NTA, AIESL, KOLKATA

1. CANTEEN TARIFF AND PAYMENT TO SERVICE PROVIDER:

TARIFF OF LUNCH FOR THE LISTED STAFF: AIESL will provide the list of AIESL employees for the subsidized rates of lunch.

- 2. Total number of 180 employees to be considered for lunch per day. Canteen service require for tentative 300 working days per year. The numbers are indicative and may vary. The vendor will not fix any minimum number of headcount and must not force AIESL to pay a minimum amount per month.
- 3. Day wise Menu/Meal Service is listed and indicated below.
- 4. The refreshment materials and items other than those in the Lunch menu approved by AIESL can be sold by the Service Provider against cash on cost to cost basis like fresh breakfast items at morning, Tea/Coffee/snacks items at afternoon, Dinner items(as and when required), fruit juices/fruit bowl and Amul products (ice creams / curd / yogurt / butter milk) and other branded FSSAI items like biscuits etc. These items are to be provided by the service provider in the canteen at the prevailing markets rates. Non-branded items shall not be sold. Date of expiry of these products must be checked and maintained by the vendor, so that same must be well visible.
- 5. **Branded Items:** The Contractor shall use only Standard materials for preparation of food and other items. Toned milk should be procured from any leading Brand, standard materials with AGMARK OR ISI or FPO (w), FSSAI alone should only be procured and used. A sample list of items with Brand name to be used as reference is given below:

Rice - Ratna Rice/Minikate/Banskati
Oil - Sundrop/Fortune/ Healthy & Tasty
Dal - Fine Standard quality Branded items.

Wheat flour

- Ganesh/Aashirvad/Pillsbury

Masala

- Cookme/ ITC/TATA/ Sunrise

Salt

- TATA/ITC or equivalent

- Can be prepared in-house

Ginger Garlic Paste - can be prepared in-house

Soya Chunks

- Nutrelle or Ruchi Soya

Papad

- Lizzat/Ganesh/Annapurna

Milk

- Amul/Mother Dairy

6. MEAL SERVICES AND DAY WISE MENU TO BE PROVIDED

DAYS	Lunch 12:30 -14:00 Hrs
	Chapathi-2Nos.
	Rice
DAY-MONDAY	Dal
	Aloo Bhaja
	Sabji (Seasonal)
	Chutney
	Chapathi-2Nos.
	Rice
DAY-TUESDAY	Dal
	Beguni
	Sabji (Seasonal)
	Chutney
	Chapathi-2Nos.
	Rice
DAY-WEDNESDAY	Dal
	Papad
	Sabji (Seasonal)
	Chutney
	Khichdi
DAY-THURSDAY	Aloo Dum
	Papad
	Achar
	Chapathi -2Nos.
DAY EDIDAY	Rice
DAY-FRIDAY	Dal
	Fry
	Egg Curry
	Chutney
	Chapati-2Nos.
DAY-SATURDAY	Rice
DAI-SAIUNDAI	Dal
	Fry
	Sabji (Seasonal)
	Chutney
DAY-SUNDAY (OPTIONAL)	In case of exigency

7. Lunch platter will be served at least 250 gms., inclusive of all items.

- 8. The service provider will have to provide lunch (in the form of cooked food) for the employees working in the Hangar areas also. In that case, the Cooked food will be carried in the sealed containers of a size suitable to be fitted in a frisking tray.
- 9. The AIESL designated officials and the committee members have the right to check the quality and reject any materials which are substandard.

- 10. The contractor shall not close the canteen without prior permission from the AIESL. The canteen may be remain open on Sundays / Holidays if required by AIESL.
- 11. Copy of purchase invoices for materials procured to be submitted or emailed to Canteen Committee Members for quality control.
- 12. Fresh Vegetables of good quality on day to day basis should be procured. The source of supply should be disclosed.
- 13. The source of LPG supplier should be disclosed to AIESL, Kolkata.
- 14. The Contractor should always ensure regular supply of cooking gas in the canteen.
- 15. The contractor alone shall be responsible for all the dealings with the suppliers in respect of business of the canteen. The Contractor shall place necessary orders with the Suppliers in connection with the running of the canteen in his own name and ensure that adequate stock of provision are kept at all times, at his own cost. Stock of raw materials for a minimum period of one week should be ensured.
- 16. The contractor shall ensure that the canteen store room and canteen premises are free of rats, cockroaches and other pests. Contractor shall at all times equip and maintain the kitchen, the pantry and the canteen and the surroundings in general in thoroughly neat and tidy condition by cleaning the fans, tube lights, floor, glass tiles, dining hall, Dining Tables/Chairs etc. from time to time.
- 17. AI Engineering Services Limited shall be at liberty to carry out regular and/or surprise inspection of the kitchen and other facilities/services at any time during the currency of the contract either by the Competent Authority and/or any Authorized Representative.
- 18. The Contractor shall not install any electrical appliance/equipment to replace use of gas cylinders without written prior concurrence of AI Engineering Services Limited.
- 19. The Contractor shall keep and maintain a complaint book easily accessible to the staff members of AIESL, for recording their complaints and shall be kept open for inspection by the Competent Authority or the designated officials. Notice to this effect will be displayed in canteen.
- 20. The Contractor shall not display any advertisement or sign boards except after obtaining the proper approval in writing of the Authority Contractor shall prominently display the Menu of the day and the Rates applicable for others that would be collected directly at counter.
- 21. Tenderer must have held License issued by Regional Labour Commissioner(C) concerned, if he is/was carrying out similar work in any other establishment on contract basis and was deploying 20 or more than 20 workmen. On award of this Contract, he should obtain and produce Labour License issued by Regional Labour Commissioner(C) concerned within 15 days or before commencement of work whichever is earlier.
- 22. The Contractor should provide sufficient number of cooks, waiters and other servants for delivering proficient service.
- 23. The Service Provider will deploy Personnel with adequate experience required to run the canteen as per the Menu and the level of service and take into account the quantity to be produced for each meal, etc. furnished in the Scope of Works. The Service Provider will cover all the jobs involved in preparation and distribution of all/any the food items as per the Menu and as per the timings furnished therein including the spot service wherever required.
- 24. 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 HR Department, AIESL ER.
- 25. 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.

- 26. The Service Provider should provide Supervisors round the clock to ensure proper performance of the job and to coordinate with designated officials of AI Engineering Services Limited and furnish statements related to deployment of Personnel to the representative of AI Engineering Services Limited as and when called for. The Supervisor so provided shall have mobile number to communicate with AIESL officials in English or Hindi.
- 27. The Service Provider will be solely responsible for complying with various labour laws as applicable from time to time in respect of persons so engaged by them and for any breach or violation of any or all of the provisions of the labour laws as applicable from time to time.
- 28. Bidders are required to declare if they have any on-going legal disputes with any government agencies such as Income Tax, EOW etc. Suppression / Misrepresentation of such facts whenever it comes to light would invite disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.
- 29. **Health Certificate of Contractor workers** Shall not employ any workers with contagious diseases or any illness that can affect others. Health certificate of the workers should be produced from Doctor Agency specified by AIESL every 6 months and at the time of newly joining. The workers should be vaccinated as per Government Covid-19 Regulations.
- 30. The contractor shall not make any additions or alterations in the canteen premises without the written permission of the Company.
- 31. The contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- 32. It is the sole liability of the contractor to maintain and keep all the equipment and infrastructural facilities provided to him in good working condition and hand over the same back to Institute in good working condition on completion/revocation of the contract.

33. COMPLIANCE OF SAFETY REGULATIONS INSIDE CANTEEN PREMISES:

- a. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and while rendering services is prohibited.
- b. Service provider employees working on AIESL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Mask, Safety Shoes and Goggles) are mandatory.
- c. Excessively loose-clothing, Dhoti/Lungi is prohibited.
- d. The Service Provider's work area should be kept clean and in order, free of clutter and trash, so that work may proceed in a safe, clean and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- e. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the Service provider's employees and access to the path to this equipment should be maintained at all times.
- f. Only approved equipment should be used in locations where flammable mixtures are present.
- g. Smoking is not allowed in work area.
- h. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Service provider must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
- i. The Service Provider will be responsible for cleaning the Kitchen Hoods/Chimney's/Exhaust Fans/Stoves & etc. at their cost periodically and ensure they are clean and in operation at all times.

- j. Canteen premises and storage units may be inspected by the committee constituted by the competent authority of AIESL at any time for checking hygiene, cleanliness and quality of eatables etc.
- k. Waste Disposal & Cleaning of Pit: The service provider will be responsible for complete disposal of waste arising from preparation of food and cleaning of utensils and the premises (both solid waste and liquid waste). Initial cleaning of the pit has to be ensured by the vendor, followed by this quarterly cleaning also has to be ensured. The Contractor shall provide adequate number of dustbins (for Bio Degradable Waste and non-Bio Degradable Waste) for cleanliness in their areas of operation. Contractor shall be responsible for emptying/disposal of the Dust Bins in the common bigger garbage box.

34. PERSONNEL TO BE DEPLOYED BY THE SERVICE PROVIDER

- a. Employees/ workers of the service provider shall not be less than 18 years of age.
- b. Should be physically/medically fit for the specified jobs. Hygiene measures like wearing hair caps, masks, gloves, while cooking as well as serving food at counters to be ensured.
- c. They shall be well mannered and courteous and while on duty, wear proper uniform provided by the Contractor at his own cost which should be clean and should have their photo identity card pinned thereon.
- d. The Cooks preferably be specialized in Bengali cuisine.
- e. AIESL reserves the right not to allow any person to be a Cook if he is not up to the standards.
- f. Contractor is required to procure adequate numbers of Safety Shoes, Hand Gloves, Safety harness, Aprons, etc. for his personnel duly approved by Executive-HR before commencement of work at his own cost.
- g. The successful bidder shall, at their own risk and cost, ensure that the personnel deployed by them for the job under this contract are insured against all attendant risks that may be associated with the job. The successful Bidder must ensure all safety and precautionary measures while carrying out the canteen operation job by their personnel. AIESL shall not be responsible in any manner for any injury to their personnel engaged in the AIESL premises or for the loss or damage of any material belonging to them placed within the AIESL premises. Necessary insurance cover against any untoward incident / accident for all the personnel deployed by the contractor at AIESL premises is to be arranged by the contractor at his own cost.
- h. The Service Provider will comply with all the statutory regulations such as PF, Minimum Wages Act, Bonus Act, Factories Act etc. and obtain requisite approvals from the Local Health Authorities as may be required and as are in force or that may become applicable in future and from time to time in all matters touching this service and all matters there from. He should also maintain the registers and records to that effect, which should be produced before the designated officer at periodical interval.
- i. The contractor shall be liable to pay all the taxes in force presently which may be imposed on the canteen subsequently by the appropriate Government authorities and local bodies and discharge their obligations towards canteen employees as per laws framed by the Government or other authorities from time to time. The Tenderer should take all these factors into account while quoting their rates in the PRICE BID.
- j. The contractor and its employees shall observe and carry out all the directives given to them by the Company pertaining to working hours of the canteen.

- k. The contractor shall also ensure the employees appointed by him keep themselves neat and tidy. The contractor shall be bound to carry out the instructions of the Company that may be given to him from time to time in this regard.
- 1. The contractor shall be responsible for recruitment, retention and retrenchment of the workmen deployed for the contract by them and settlement of disputes arising out of the terms and conditions of the services of all the workmen deployed by them.

AMENITIES TO BE PROVIDED BY AIESL

- 1. AIESL shall provide adequate space at the work location to the Service Provider:
- NTA, NSCBI Airport, Kolkata-700052.
- 2. Service Provider shall maintain furniture (tables, chairs, Almirah, etc.), Cooking utensils, meal Trays, Drinking Glasses provided by AIESL.
- 3. Electricity & water charges will be borne by AIESL.
- 4. Canteen premises, utensils and all other facilities available there will not be used for making food for outsiders other than AIESL staff and if found necessary penal action would be imposed as deemed fit by AIESL authority.

TECHNICAL-BID FORM

Name	of the Bidder		
Comp	lete Address of the Bidder		
	hone No. / Mobile No. / email ID		
Name	, Mobile number of Contact Person		T
	Technical Details of the Bidder		Details
1	Whether Bidder is a Proprietorship/Partnership	Yes / No	
	Firm, LLP, etc./Company/Agency registered in		
	India under the Indian Companies ACT 1956		
	OR Indian Companies Act 2013 for last 3		
	years as on 31st Dec'24. Provide relevant		
	document (Must)		
2	Details of Registration of Bidder		
	Self-attested copy of Registration Certificate to		
- 2	be enclosed. (If Applicable)		m 1 7 1
3	Must have valid / current Trade license from	Yes / No	Trade License No
	Corporation/Municipality (attach copy of Trade License)		NO
4	EMD (Wire Transfer)	Rs. 1,30,000.00	
5	Whether EMD submitted	Yes/No	
6	Experience details	Yes / No.	
	Whether having last 03 years of experience	105/110.	
	(Must).		
7	Whether 03 years' experience details filled	Yes / No	
	in the Format (Annexure-IV). (Must)	105/1(0	
8	Whether Bidder is having an average annual	Yes / No	
	turnover of Rs. 20 lakhs or above for last 03		
	FYs, i.e. FY 2021-22, FY 2022-23 and FY		
	2023-24. Copy of Audited Balance Sheet &		
	Profit and Loss Account certified by a		
	Chartered Accountant or certificate from		
	Chartered Accountant certifying Turnover	The state of the state of	
	for last 3 financial years to be enclosed.	PES LIMITE	Tri .
	(Must).	ULS LIMIT	. 1.4
9	Whether Certificate for unconditional	Yes / No	
	acceptance of Tender terms and undertakings,		
	enclosed as per format (Annexure-VI)? (Must)		
10	Whether duly signed non-disclosure agreement	Yes / No	
	enclosed (Annexure-VII)? (Must)		
11	Whether having GST registration?	Yes / No	
	Self-attested copy to be enclosed? (Must)		
12	Whether having PAN.	Yes / No	PAN:
	Self-attested copy to be enclosed. (Must)		
13	Whether Food Safety and Standards Act, 2006	Yes / No	
	(Self Attested copies of FSSAI License to be		License No
	attached for last two years).		

14	Whether self-attested copy(s) of Income Tax		
	Returns for last 03 Financial years viz. FY	Yes / No	
	2021-22, FY 2022- 23 and FY 2023-24		
	Enclosed? (Must)		
15	Whether payment terms of 30 days credit	Yes / No	
	accepted? (Must)		
16	Whether execution of Canteen facility Services	Yes / No	
	within 15 days from the date of accepting		
	LOA/Contract, is accepted?		
17	Are you already doing business with AIESL or	Yes / No	
	with any subsidiary Company/ Firm/		
	Proprietorship firm of AIAHL, in same name		
	OR under some other name? If so, please		
	provide details.		
18	Has your Company/ Firm/ Proprietorship firm,	Yes / No	If yes, provide
	LLP, etc. ever been Black-Listed by AIESL or		details.
	by any organization?		
19	Has any Director/ Partner / Proprietor been	Yes / No	If Yes, tender will not
	convicted. If yes, give details.		be accepted. Any
			wrong declaration if
			detected later will
			render the Tender/
			Contract void
20	Whether any employee of AIESL or his/her	Yes / No	If Yes, tender will not
	spouse is related to your company in any		be accepted. Any
	capacity		wrong declaration if
	(if yes give details)		detected later will
			render the Tender/
			Contract void
21	It is confirmed that we have the capability & capa	acity to provide	the services as per
	terms of the Tender.		
22	It is confirmed that there is no hidden cost to AIF	ESL except for the	ne cost as per rates
	quoted in the Financial Bid Form.		
23	It is confirmed that we have carefully gone throu	~	• •
	abide by all the Terms & Conditions, Scope of w	ork and Specific	cations(Annexure-II)
	governing the Tender.	1.0.1.0.1.0.	1 1
24	It is also confirmed that the quoted rates are valid submission of Bid	l for 180 days fr	om the last date of
25	It is also confirmed that the information given in	the Tender and	doguments attached are
23	true and correct to the best of my knowledge and		
26	It is also confirmed that I am authorized to sign the		<u> </u>
27	Any other information which Tenderer may like		
21	Enclosed if required.)	to rumsn (Sepa	rate sheet may be
Signa	ture of Authorized Signatory:		
	e & Designation:		
Comi	pany/Firm/Proprietorship firm (Name & Seal):		
Date:			
Date.			

Place:

FORMAT FOR PROVIDING EXPERIENCE DETAILS

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

1 Experience details (To be filled up by the Bidder):

SN	Contract Type	Name of Bidder Co.	Name of the contact person of Co.	Name of client for whom providing services	To)		Order / Contract Copy Provided or not	Satisfactory performance certificate provided or not
(I)	Canteen Services for meal supply	M/s				Rs.		
(II)								
(III)								

2 Important Notes for Bidders (to comply):

- (I) Experience details must be filled up in the above table and relevant documents must be uploaded.
- (II) Having different order copies in the same year cannot be counted as three years' experience.
- (III) Order / Contract copy together with satisfactory performance certificate issued by the clients/ party(s), to be provided in support of Experience.
- (IV) Experience must be of minimum three years, during which the bidder must have executed at least 01 contract, each of minimum 01 year duration.
- (V) If experience details are not filled in the above table and documents not provided as explained above, the Tender shall be liable for rejection.

Signature of Authorized signatory:
Name & Designation:
Co. Name & Seal:
Date:
Place:

BIDDER'S CHECK LIST

(To be submitted as part of Technical-Bid on Company's Letter-head)

[Addres	s Namess and Contact Details] s Reference NoDate	
	Bidders: This check-list is merely to help the bidders to prepare le or modify the requirement of the tender. Bidders must do the	
SN	Documents submitted, duly filled, signed	Status of submission (Indicated Yes / No/ NA)
01.	Whether Annexure III (Technical Bid Form) submitted in the prescribed format	
02.	Whether the letter of authority (original "Power of Attorney" in the name of person signing the Bid documents) submitted along with Technical Bid form (Annexure III) attached?	
03.	Self-attested copy of Registration certificates etc. of the Company/Firm/Proprietorship firm (If Applicable)	
04.	Self-attested copy of PAN	
05.	Self-attested copy of GSTIN registration(s)	
06.	Whether Annexures III & V Duly filled, signed & stamped	
07.	Self-attested copy of MSME /Udyam registration	
08.	Self-attested copy of Start-up registration/ status	
09.	Whether all the documentary evidences as per Technical Bid form are self-attested?	
10.	Documents relating to Bid Security	
11.	Documents/ contracts supporting the experience statement	
12.	Documents if any at the option of Bidder	

Signature of Authorized signatory :
Name & Designation:
Co. Name & Seal:
Date:
Place:

FORMAT FOR SUBMISSION OF UNDERTAKINGS

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

To DGM (E-PPMM) AI Engineering Services Ltd, NTA, NSCBI Airport Kolkata

Subject: Acceptance and signing of the undertakings related to the Tender.

The following undertakings as well as mentioned under Clauses 14, pages-9-10 are accepted and confirmed as under:

- 1 That we are not a competitor Airline / MRO OR subsidiary company of any Airline / MRO.
- 2 That we hereby give our un-conditional acceptance of all the terms and conditions including scope of work as given in the Tender.
- 3 That the rates quoted, are valid for **180 days** from the last date of submission of Bid.
- 4 That we have the capability & capacity to provide the services as per terms of the Tender.
- 5 That we shall execute the Canteen facility Services within **15 days** from the date of acceptance of the LOA/Contract.
- 6 That payment term of **30** days is agreed.
- That all the requisite, registrations and licenses under all the applicable local State and Central Taxes Law & Acts such as GST / Income Tax Act / Shop & Establishment Act / Insurance Act, etc. as applicable from time to time, shall be adhered to and maintained up to date, as & if applicable, on such services. The same shall be produced for verification / checking of AIESLor to a third party authorized by AIESL / any Agency of Govt. of India.
- That we would also provide an undertaking that the spot checks can be conducted by AIESL / third party authorized by AIESL, anytime for verification of quality of work / antecedents / credentials, etc. The shortcomings found, if any, would be overcome by the Service Provider within the given time, failing which AIESL shall be at liberty to impose penalty / cancel the Contract. Information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing is concealed.
- 9 It is also confirmed that I am authorized to sign the Tender documents.

Signature of Authorized signatory:
Name & Designation:
Co. Name & Seal:
Date:
Place:

NON-DISCLOSURE AGREEMENT FROM THE BIDDER

(This document is strictly private and confidential)

To DGM (E-PPMM) AI Engineering Services Ltd NSCBI Airport Kolkata-700052

Dear Sir,

Sub: Non-disclosure Agreement

We acknowledge that during the course of bidding for above referred Tender of AIESL, we shall have access to and be entrusted with Confidential Information (commercial, technical, operational, administrative, financial, marketing, business, OR intellectual property nature OR otherwise), whether oral or written, relating to AIESL and its business that is provided to us pursuant to this Agreement.

In consideration of AIESL 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 AIESL.
- 4. This agreement shall continue perpetually, unless and to the extent that AIESL may release it in writing.
- 5. We acknowledge that, failure OR delay by AIESL in exercising any right, power OR privilege under this agreement shall not operate as a waiver thereof and no single OR partial exercise thereof OR the exercise of any other right, power OR privilege under this agreement shall prevent any further exercise of the right or the remedy or the exercise of any other right or remedy.
- 6. We have read this agreement fully and hereby confirm our acceptance of its terms.

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Signature of Authorized Signatory:
Name & Designation:
Company/Firm/Proprietorship firm (Name & Seal):
Date:
Place:

PRICE-BID Format

SUBJECT: TENDER FOR PROVIDING CANTEEN FACILITY FOR MEAL SUPPLY AT NTA, AIESL, KOLKATA

(To be quoted on service provider's letter head)

Sl. No.	Description	No. of Diners / Day (a)	Rate per Lunch meal (Veg) in (Rs.) (b)	Total in Rs. /day (c) = (a) x (b)
1	Rate for providing canteen facility to serve Lunch to AIESL staff at NTA, NSCBI Airport, Kolkata	180	Rs	Rs
2	Applicable GST %			
3	Sub Total			
4	TOTAL for 03 years = (Sl. No. 3) X 300 days /year X 3 yrs.			Rs

NOTE: 1. 300 Nos. of days per year has been considered assuming Holidays and weekly off days to ascertain total cost for three years.

- 2. L1 rates will be decided considering Total Rate under Sl.No.4 of the above table.
- 3. Lunch platter will be served at least 250 gms, inclusive of all items.

4. Applicable Rates & Validity:

Rates to be quoted must be in INR as per the Price Bid format-VIII 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 cost related to Raw materials for Cooking and serving Meals, Manpower, Cooks, Helpers, Cooking utensils, Equipment cost, packaging materials, others Canteen facility related materials, furniture, etc, and Govt. Taxes /Levies, (including statutory payments), provision for Name Badges, Uniform, substitution, etc.

ii) Exclusions:

The GST would be paid/reimbursed, as and if applicable, together with the monthly bills.

iii) The numbers of diners/day are indicative at present, which may increase or decrease during the contractual period as per discretion of AIESL authority. Agreed rates will be applicable for addition or deletion if any accordingly.

iv) Rate Negotiation:

It is not the general practice of "AIESL" to carry out Post Tender Negotiations. Therefore, Tenderers 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.

5. **Special Powers to "AIESL":** In case there are a tie between two selected bidders, AIESL shall have a right to ask both the bidders to offer a revised bid in GeM portal.

The L-1 vendor out of these two shall be entitled to an award of the contract.

- 6. **Validity of Rates:** Rates finalized & agreed will remain firm during the Contract period of three years plus one year extendable.
- 7. No request shall be entertained for an increase of Rates (either of manpower or material) during the validity of the Contract and extensions, if any, under any circumstances except for new Govt. Levy/Taxes.
- 8. 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. 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.

IMPORTANT NOTE:

IF A BIDDER QUOTES NIL CHARGES / CONSIDERATION OVER AND ABOVE THE KNOWN MINIMUM CHARGES THAT ARE PAYABLE / APPLICABLE AS PER GOVERNMENT OR REGULATORY BODY, ETC. IN THE ABOVE FINANCIAL BID, THEN THE BID WILL BE TREATED AS UNRESPONSIVE AND WILL NOT BE CONSIDERED.

Undertaking: I have carefully gone through and have understood and hereby agree to all the General Terms & Conditions, Work scope & specifications governing the tender and agree unconditionally to abide by / accept all the terms and conditions, entire work scope, all specifications and all undertakings included in this tender document. I hereby confirm that I am authorized to Sign the tender documents.

Signature of Authorized signatory:
Name & Designation:
Company/Firm/Proprietorship firm (Name & Seal):
Date:
Place:

Bid Security Declaration form (To be submitted on service provider's letter head)

To DGM (E-PPMM) AI Engineering Services Ltd NTA, NSCBI Airport Kolkata-700052

I/ we the undersigned, declare that:

I/we understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be disqualified from bidding for any contract with you for a period of One year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I /We

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I / we understand this Bid Security Declaration shall cease to be valid if I am / We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed: In the capacity of	(insert signature of person whose name and capacity are shown) (insert legal capacity of person signing the Bid Securing Declaration)
Name:	(insert complete name of person signing the Bid Securing Declaration)
Duly authorized to	o sign the bid for an on behalf of (insert complete name of Bidder)
Date onda	y of(insert date of signing)
Corporate Seal (w	here appropriate)