



To,
M/s. Vehar Canteen Services
Shop No.170, 1st Floor, Powai Plaza,
Opp. Hiranandani Garden,
Powai, Mumbai – 400076.

Subject:- Work order for Annual Rate Contract for Providing Catering Services at ATS Complex / RED Office Mumbai.

References:-

- i) Tender Ref. No.: AAI/CNS/MUM/17/2019-20.
- ii) Tender ID : 2020_AAI_40313_1
- iii) Your Bid No. 141147 dated 27th January 2020.
- iv) Technical Bid opened on : 30th January 2020.
- v) Financial Bid opened on : 25th February 2020.

Reference is made to the above mentioned correspondence and your offer (Technical, Commercial including Bill of Quantity) against above referred tender, corrigendum and clarifications.

Airports Authority of India herein after referred as purchaser is pleased to place the work order for **Annual Rate Contract for Providing Catering Services at ATS Complex / RED Office Mumbai** as per details in Annexure – I to M/s. Vehar Canteen Services herein after referred as contractor.

1. PRICE :

The items in the Annexure-I shall be supplied and executed to M/s. Vehar Canteen Services at a total cost **Rs.18,29,570/- (Rupees Eighteen Lakh Twenty Nine Thousand Five Hundred Seventy Only)** including taxes, duties, transportation etc. **but excluding GST.**

2. CONTRACT:

- a) The Contract shall be considered as having come into force from the date of issue of work order by AAI. Period of ARC shall be one year from the date of issue of work order.
- b) The ARC will be extended by one more year on mutually accepted terms and conditions between AAI and contractor.

3. PAYMENT TERMS: Payment shall be released on submission of following documents:

- a) Bills (Invoices) in triplicate shall be submitted to concerned user department.
- b) Duly certified Bills (Invoices) are to be submitted to CNS Stores, AAI for processing.

4. CONSIGNEE :

GENERAL MANAGER (CNS) – MUMBAI,
AIRPORTS AUTHORITY OF INDIA,
ATS COMPLEX, SUTAR PAKADI ROAD,
SAHAR, MUMBAI – 400 099.

5. PAYING AUTHORITY:

Regional Executive Director, Airports Authority of India, Mumbai shall be the paying authority for deliverables under this work order.

Bill may please be raised in the name of **“General Manager (CNS)-Mumbai, Airports Authority of India, Mumbai”**

6. **SECURITY DEPOSITE/PERFORMANCE BANK GUARANTEE:**

- 6.1 The successful tenderer, awarded with the contract, shall furnish Security Deposit towards successful performance of the contract and contract period.
- 6.2 Bank guarantee towards performance of the contract to the extent of an amount to a sum equal to @5% of amount of contract value, to AAI as prescribed in Annexure-V, from a Nationalized Bank as per RBI Schedule (But not from any co-operative or Gramin Bank), acceptable to the purchaser. This BG shall be submitted within 30 days of award of contract, before the agreement is executed, between the purchaser and the contractor. The security deposit in the form of Bank Guarantee shall remain valid till the expiry of the contract plus three months.
- 6.3 The successful bidder shall furnish the Contract Performance Bank Guarantee as specified in the tender within 30 days of acceptance of work order. The value of Performance Bank Guarantee shall be @5% of the total project cost for performance guarantee/warranty period from the issue of work order. This has to be done in a fixed period of time as per terms and conditions of the tender to avoid any delay in execution of work. In case of delay in execution of work the bidder shall be required to proportionately extend the PBG. In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from EMD or First running Bill. In case successful bidder fails to submit performance bank guarantee within 60 days of issue of letter of acceptance, AAI reserves the right to forfeit EMD and cancel the order.
- 6.4 No other form of security deposit than the above shall be acceptable.
- 6.5 The security deposit shall be released on completion of contract period and defects liability period, without interest.
- 6.6 5% of total bill amount will be retained as performance guarantee in the event of failure in submitting performance bank guarantee within stipulated time. However same will be released after submission of performance bank guarantee.

7. **TIME: THE ESSENCE OF CONTRACT:**

- 7.1 The time and date of completion of the works as contained in this tender and as agreed to contractually shall be final and binding upon the contractor.

8. **FORECLOSURE & TERMINATION OF CONTRACT:**

- 8.1 AAI reserves the right to terminate the contract either **in part or in full** due to the reasons other than specified herein in this tender, in fact, not for convenience and also if there is any violation to the terms & conditions of the tender, if the services are not as per the terms & conditions, if the services are not found satisfactory, any unforeseen circumstances arisen during Contract period. Then AAI shall in such an event give 07 calendar days' notice in writing to the bidder firm of their decision to do so.
- 8.2 The bidder firm upon receipt of such notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts, to the extent they are related to the works terminated, at terms satisfactory to the AAI, stop all further activity related to the work terminated, and assist the AAI in maintenance protection, and disposition of the works acquired under the contract by the AAI.

9. **SETTLEMENT OF DISPUTES:**

- 9.1 If a dispute of any kind whatsoever arises between the AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the General Manager (CNS), AAI, Mumbai Airport who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.
- 9.2 Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the

Contractor and AAI shall give effect forthwith to every decision of the Project Leader or nominee unless and until the same shall be revised, as hereinafter provided, by the Concilia or in an Arbitral Award.

10. ARBITRATION AND LAW:

- 10.1 All disputes and differences arising out of or in any way touching or concerning this contract (except where otherwise provided for in the contract) shall be referred to the sole arbitration of the Executive Director (CNS-OM), AAI, Rajiv Gandhi Bhavan, New Delhi. The award of the Arbitrator shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. It will be no bar if the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account Indian laws shall govern this contract

11. AUTHORITIES, NOTICES etc:

- 11.1 The contractor shall strictly abide by the provisions of any Acts of the legislature relating to the works and also conform to the regulations and Bye-laws of any authority dealing with Labour and quality of food/snack items. The contractor shall also arrange to settle all notices required by the said Acts, Regulations or By-laws himself to be given by any Authority, and to pay to such Authority or to any public office, all fees that may be properly chargeable in respect of the work of providing Catering Services and submit the receipts with the Principal Employer, as and when asked for. The contractor shall also indemnify the Principal Employer against all claims in respect of Statutory rights, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

12. DAMAGES TO PERSONS & PROPERTY INSURANCE:

- 12.1 The contractor shall be responsible for any type of injury to the persons and any damage to the structural or decorative part of property of the Principal Employer (which may happen due to the operation or negligence of contractor or of his employees). The injury or damage may arise during course of Providing of Catering Services because of carelessness, accident or any other cause. This clause shall be considered as valid & held to include inter-alia any damage to buildings, whether immediately adjacent or otherwise, any damage to road/streets, footpaths or structure in the complex. The contractor shall indemnify the Principal Employer and hold him (Principal Employer) harmless/ not responsible in respect of all & any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government otherwise and also in respect of any award of compensation of damages consequent upon such claim.

13. STANDARDS:

- 13.1 The contractor has to provide excellent catering services for the trainees, seminar, workshops, meetings, and other events as directed by AAI through Principal Employer.
- 13.2 The contractor shall provide Catering Services in the Buyer's premises as per details given in Annexure-I. The services like cleaning, maintenance, disposal of garbage are also applicable under the Catering Services.

14. SERVICE REQUIREMENTS:

- 14.1 Contractor shall serve a good quality of food/ snacks/tea/coffee etc. and which shall be prepared with permissible brand of consumables. The weight/quantity of each item which is to be served has been described in menu. Sufficient quantity of butter/jam/sauce/coconut chutney/pickle etc. shall be provided according to menu. Contractor shall buy at his own cost good quality of non-vegetarian items, grocery, vegetables, fruits etc. All ingredients used for cooking shall be of reputed brand.
- 14.2 During the period of agreement the contractor shall be fully responsible for entire catering arrangement at the Buyer Department.
- 14.3 The Contractor shall provide catering services in the Dining Area and/or administrative building premises of the Buyer Department as per the service order and for the number of people mentioned by the Buyer.
- 14.4 The Contractor shall provide varieties in Menu/Cuisine in consultation with Buyer Department.

- 14.5 The Contractor shall arrange for any special type of equipments and apparatus if required for during catering service at his own cost.
- 14.6 The contractor should provide good quality crockery, cutleries, plates, glasses, utensils, dispensers etc. and the items should be kept neat and clean and in good condition
- 14.7 Staff deployed by the contractor should be in the proper, neat and clean uniform while on duty. Name plates of all the workers must be put on the uniform during service time in general & during class room service, office service etc.
- 14.8 Cleanliness and hygiene of all the staff employed by the contractor for cooking/serving cleaning should be of extra ordinary level. Staff deployed by the contractor should be medically fit. Drinking/ smoking by the employed cooking / serving staff should also be prohibited.
- 14.9 **Security Issue:** Police verification of Contractor's/Caterer's employees will be the responsibility of concerned Contractor/ Caterer. The police verification /identity will be used to issue entry permit in the ATS Complex.
- 14.10 AAI nominated executive will have right to check the food quality, quantity, cleanliness at any time.
- 14.11 Punctuality should be maintained while supplying the food items.

15. QUALITY MAINTENANCE:

- 15.1 The Contractor shall be well equipped to undertake Hygiene audit and report shall be submitted to Buyer Department. They shall also undertake independent hygiene and quality audits as and when deemed necessary.
- 15.2 The eatables served by the Contractor to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc.
- 15.3 Vegetarian and Non Vegetarian dishes shall be prepared and served separately.
- 15.4 All vegetables, fruits etc. used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and must be prepared and served fresh. All the items being used shall be stored properly and served before their expiry date. The Contractor shall be responsible for maintaining hygiene and safety of cooking /serving area and the catering staff deployed.
- 15.5 Non-vegetarian dishes shall be prepared from fresh and good quality egg, chicken, mutton, Fish or other sea foods as desired by the buyer and the same shall be purchased from the standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Un-necessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.

16. CONTRACTOR'S OBLIGATIONS:

- 16.1 The Contractor shall provide all serving utensils, crockery, dispensers, hot/ cold Buffet chafers, table cloth, mats, glass wear and all other equipments required for serving the food decently at his own cost.

17. SPECIAL TERMS & CONDITIONS:

- 17.1 The Contractor will maintain its gadgets & equipment etc. in good working conditions with all safety measures at its own cost and expenses.
- 17.2 All persons, employed by the Contractor shall be medically fit for handling food and certified for fitness before engagement by the contractor.
- 17.3 The Contractor shall devote his full attention to the work of Catering and shall discharge its obligations under the agreement most diligently and honestly.
- 17.4 Contractor shall provide uniforms, identity card, name badges and safety items/kits, shoes etc. to its staff working in the Buyer Department. They would also ensure wearing gloves and hair covers while cooking and serving food.
- 17.5 It shall be the contractor's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract period.
- 17.6 A senior level representative of the Contractor shall visit Buyer premises at least once in contract period and review the service performance of its personnel. The functioning of the services shall be carried out in consultation with and under direction of the Buyer Department.

Handwritten signature: H. D. Shahu
Handwritten date: 04/09/2020

- 17.7 The Contractor shall not deploy or shall discontinue deploying the person(s), if desired by Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer.
- 17.8 The Contractor shall maintain good standard of food quality/services as indicated. In case the quality of food/services is not found up to the mark, a warning note shall be issued to the Contractor specifically indicating the discrepancy.
- 17.9 The Authorized officer/Committee of the Buyer shall be the sole authority to decide and judge the quality of the service rendered by the Contractor and all other matters and his decision shall be final and binding.
- 17.10 The Contractor shall ensure that the food items supplied are as per Government standards. If at any point of the time any penalty is imposed by the Government Authority i.e. by Food Inspector of Food Department, the same shall be borne by the Service Provider.
18. *All other terms and conditions mentioned in the e-tender and corrigendum/ addendum issued if any, forms the part this work order.*
19. **START OF CONTRACT:**
- 19.1 The Contract shall be considered as having come into force from the date of issue of work order by AAI.
20. **SIGNING OF THE AGREEMENT:** M/s. Vehar Canteen Services is required to enter into Agreement within 30 days from the date of issue this work order on a Non-Judicial stamp paper of Rs.100/-. Cost of non – judicial stamp paper will be borne by the contractor.
21. A duplicate copy of this award letter is enclosed herewith, which may be returned duly signed in each page, to this office as a token of your reference.
22. **Please acknowledge the receipt of this work order.**

(L.T.Shahu)

Jt. General Manager (CNS)/Stores
for General Manager (CNS)-Mumbai
Airports Authority of India, Mumbai -99

NOO:

- AGM(EA) to RED/GM (ATC)/ GM (HR)/ GM (F&A)/ GM (Engg)/ GM (CNS-WR) / GM (OPS)/ GM (VIGI) / GM [AERO]
- GM (LAW)/ JT GM (LM)/ JT GM (Technical)/ JT GM (Comml) JT GM (RTC)
- PS to GM (CNS)- MUMBAI

Note : It may please be noted that the certified catering bills are to be submitted to Jt GM (CNS)- Mumbai for payment action.

ANNEXURE - I

Name of Work : Annual Rate Contract for Providing Catering Services at ATS Complex / RED Office Mumbai

DETAILS OF CATERING MENU

Sr. Nos.	Description of Items	Quantity	MoU	Basic Price exclusive of GST in INR	Total Amount in INR
(A)	Forenoon Session:	6857	Nos.	60.00	4,11,420.00
1	Tea (with sugar and without sugar) Green/Black Tea, with Snacks & Water Bottle 500ml)				
(B)	Afternoon Session:	6857	Nos.	40.00	2,74,280.00
1	Tea (with sugar and without sugar) Green/Black Tea, Biscuits and Water Bottle 500ml)				
(C)	Lunch for Visitors (High Executives)	275	Nos.	170.00	46,750.00
1	Starter : Soup (Any one) or Dry Veg. starter (any one)				
2	Bhaaji : i) Dry - Mixed Veg./Ladies Finger/Beans/Seasonal Veg. (any one)				
3	ii) Bhaji with Gravy (any one) : Veg. Paneer Masala/ Chhole/ Kidney Beans etc. OR Non Veg.: Chicken Curry (4 standard pcs. 125 gms)/2 Egg Curry))				
4	Dal Tadka (Any one dal item)				
5	Wheat Chapati - 3 nos. (100 gms) hand made				
6	Rice (Any one) : Plain/Jeera /Lemon etc.				
7	Raita/Curd				
8	Green Salad				
9	Sweet : Dry (Std. size) - Gulab Jamoon/Rasgoola/Gajar Halwa/Shrikhand OR Ice Cream				
10	Water Bottle 500 ml.				
11	Pickle, Onion, Lemon, Papad				
(D)	Lunch for Trainees:	6857	Nos.	160.00	10,97,120.00
1	Bhaaji : i) Dry - Mixed Veg./Ladies Finger/Beans/Seasonal Veg. (any one)				
2	ii) Bhaji with Gravy (any one) : Veg. Paneer Masala/ Chhole /Kidney Beans etc. OR Non Veg. : Chicken Curry (4 standard pcs. 125 gms)/2 Egg Curry)				
3	Dal Tadka (Any one dal item)				
4	Wheat Chapati - 3 nos. (100 gms) hand made				
5	Rice (Any one) : Plain/Jeera /Lemon etc.				
6	Raita/Curd				
7	Sweet : Dry (Std. size) - Gulab Jamoon/Rasgoola/Gajar Halwa/ Shrikhand OR Ice Cream				

8	Water Bottle 500 ml.	
9	Pickle, Onion, Lemon	
GRAND TOTAL (A+B+C+D) EXCLUSIVE OF GST		18,29,570.00

(Amount in words : Rupees Eighteen Lakh Twenty Nine Thousand Five Hundred Seventy Only) plus applicable GST.

L.T. Shahu
04/03/2020
 (L.T. Shahu)
 Jt. General Manager (CNS)/Stores
 for General Manager (CNS)-Mumbai
 Airports Authority of India, Mumbai -99

Signature Not Verified

Digitally signed by SHEEL KUMAR LOHANI
 Date: 2020.09.16 17:10:00 EDT
 Location: eProcurement System for Central
 PSUs