



भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA

No. AAI/ER/RFO-15/2021/

Dated: 03/11/2021

To,

M/s JANA ENTERPRISE,  
59/D, Hemchandra Road,  
Barisha, Kolkata-700008

Ref: E- Tender Id.: 2021\_AAI\_90666\_1

Sub: Work Order for "Awarding contract for Catering Service at Fire Service Training Centre, Narayanpur, Kolkata-700136".

Dear Sir/Madam,

With reference to the above E-Tender, Competent Authority, Airports Authority of India, Eastern Region, Kolkata is pleased to place the work order for "Awarding contract for Catering Service at Fire Service Training Centre, Narayanpur, Kolkata-700136" with all the details given below.

| Sl No. | Item Description                                          | Amount          |
|--------|-----------------------------------------------------------|-----------------|
| 01.    | Basic rate per day per person inclusive of all except GST | Rs. 330/-       |
| 02.    | Total Basic cost for (65 Days*50 persons) except GST      | Rs. 10,72,500/- |

(Rupees Ten Lakh Seventy Two Thousand Five Hundred only)

**TERMS OF PAYMENT & PAYING AUTHORITY**

- 100% Payment shall be made by Airports Authority of India on Satisfactory receipt of the Services.
- No Security Deposit will be deducted from the payment in case the firm submits a bank guarantee/ Security Deposit from a Nationalized Bank/Schedule Bank (as per RBI Schedule) acceptable to the purchaser.
- The payment authority shall be General Manager (Finance)/Jt.GM (Finance), Airports Authority of India, Eastern Region, Kolkata- 700052.
- It is mandatory to submit GST compliant Tax Invoice consisting of GSTN of your company.
- Self-declaration U/S 206AB/206CCA of Income Tax Act, 1961 regarding Deduction/Collection of Tax to be submitted while submitting Invoice.

**TERMS AND CONDITIONS**

- You will submit a list of your employees indicating their names, address and age. No child labour shall be allowed to be engaged under any circumstances. Photo identity card to be issued to each employee with a copy to Principle, FSTC, Narayanpur, Kolkata-136.
- Penalty will be imposed for any breach on your part or for causing damage to the property of AAI and in case of providing inferior quality of food as per E tender conditions.

- c) Licensee will deploy adequate number of workforce to ensure satisfactory/complaint free service.
- d) You shall observe, perform and comply with all the rules and regulations of the prevention of Food & Adulteration Act and regulations made by the Authority/Civil Aviation Dept. /MoCA or any other Dept. of Govt. and local body or administration in force from time to time to run the contract.
- e) Staff deployed by you should be in proper, neat and clean uniform while on duty. Name plates of all workers must be put on the uniform during service time in general & during classroom service, office service etc.
- f) All Covid-19 protocols and Govt. guidelines to be followed by the contractor.
- g) Your running bill towards the above services will be paid only once in a month after duly verified by Principle, FSTC and following documents should be attached along with bill.
  - i. Joining report of the Trainees duly certified by respective Co-Ordinator.
  - ii. Attendance of the Trainees duly certified by respective Co-Ordinator.
  - iii. Copy of Contractual staff attendance/Wages register (Duly signed by employer and employee) including EPF&ESI deposited challan for each person.
  - iv. Self-declaration U/S 206AB/206CCA of Income Tax Act, 1961 regarding Deduction/Collection of Tax to be submitted while submitting Invoice.

### **SECURITY DEPOSIT**

- a) The Supplier shall furnish Security Deposit in the form of Demand draft or Bank Guarantee as mentioned as per Performa in Annexure-I. Security Deposit @ 10% of Total Estimated Amount is to be by way of Demand draft drawn in favour of Airports Authority of India payable at Kolkata by Bank Guarantee drawn from any Nationalized/ Scheduled bank against defect liability period of 3 months. The bank guarantee shall be valid till the expiry of 90 days after the end of the Contract period (i.e. 03+03= 6 months). The Security deposit shall be submitted within 07 days after receipt of this work Order or as per e Tender GCC Part-I (Point No.7).
- b) No other form of security than the above shall be acceptable.
- c) The security deposit shall be released on completion of Contract period and defects liability Period without interest.

M/s **JANA ENTERPRISE**, Works shall enter into a contract agreement (as Performa Annexure-II) with AAI within 07 (Seven) days from the date of this work Order.

All other Terms and Conditions and specifications are as per our E-Tender vide Tender Id.: 2021\_AAI\_90666\_1 shall be applicable.

The prices shall remain firm during the entire period of contract and shall not be subject to variation On any account, except statutory Indian govt. Taxes and levies.

You are requested to acknowledge the receipt of this work order at your end.

Thanking You.

Yours Faithfully

 03/11/2021

Vikrant D Chaware

Jt. General Manager (Fire)/Principle (FSTC)

Airports Authority of India

Eastern Region, Kolkata- 700052

विक्रान्त दामोदर चवरे / Vikrant D Chaware

संयुक्त महासंयोजक (अग्नि) पृ.म. / Jt. Gen. Mgr. (FS)ER

भा.वि.आ. / A.A.I.

ने.सु.च.बो.अ. हवाई अड्डा / N.S.C.B.I. Airport

कोलकाता / Kolkata-700 052

Encl:

1. Proforma for BG/SD (Annexure-I)
2. Contract Agreement Proforma (Annexure-II)
3. Self-declaration U/S 206AB/206CCA of Income Tax Act, 1961 (Annexure-III)

Copy To:-

- i. OSD to RED, Eastern Region, Kolkata
- ii. GM (ATM) ER
- iii. General Manager (Fin), Eastern Region, Kolkata

MR. CHAND

PROFORMA FOR BANK GUARANTEE

(SECURITY DEPOSIT)

(On non-Judicial stamp paper of an appropriate Value)

Airports Authority of India

AAI Operational Office Building,

Regional Headquarters (Eastern Region)

Kolkata-700052

Dear Sir,

We.....hereby refer to the

Contract No..... dated..... between the

..... as purchaser and M/s

..... as contractor providing in substance for the provisioning of ..... as particularized in the said contract, to which specific reference is made. Under the terms of the said contract, the contractor is required to provide a performance **bank guarantee @ 10% of estimated cost.**

In view of the foregoing and pursuant to the terms of the said contract, which contract is referred to and made a part thereof as full and to the same extent as if copied at length herein, we hereby absolutely and unconditionally guarantee to the purchaser, performance of the terms and conditions of the said agreement to the extent of .....

This guarantee shall be construed as an absolute, unconditional and direct guarantee of the performance of the contract without regard to the validity, regularity or enforceability of any obligation of the parties to the contract.

The purchaser shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of its remedies at one or at different times. Upon default of the contract, we agree to pay to the purchaser on demand and without demur the sum of ..... or any part thereof, upon presentation of a written statement by the purchaser that the amount of said demand represents damages due from the contractor to the purchaser by virtue of breach of performance by the contractor under the terms of the aforesaid contract.

The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the bank as guarantor.

It is mutually agreed that the purchaser shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said agreement or to extend the time for performance by the contractor, from time to time any of the powers exercisable by the purchaser against the contractor and either to forebear or enforce any of the terms and conditions



relating to the said agreement and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the contractor or for any forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to the contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until

..... and such extended periods, which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said contract. This guarantee will not be discharged due to change in constitution of the Bank or the contractor.

“Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs.... (Rs. ....only) and this Guarantee is valid up to .....20.... We shall be released and discharged from all liability hereunder unless a written claim for payment under this Guarantee is lodged on us within 03 (Three) months from the date of expiry of the Guarantee i.e. on or before .....2021.... irrespective of whether or not the original Guarantee is returned to us.

We (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

Very truly yours,

Note to Contractor:

1. BG submitted by you should be sent to us directly by the issuing bank under Registered Post (A.D).



AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF RS.100/-)

1. THIS AGREEMENT made this day \_\_\_\_\_ of Two Thousand Twenty One between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi and Regional Executive Director Offices, N.S.C.B.I. Airport, Kolkata-52 represented by Principal or his authorize person Fire Service Training Centre, Narayanpur, Kolkata-700136 hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Officers or any of them specified by the Chairman in this behalf and shall also include its successors and assigns) of the one part, and \_\_\_\_\_ represented by \_\_\_\_\_ of the other part hereinafter called 'Licensee (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the Licensee).

2. Whereas the authority is entitled in 'Law' to grant contract for providing catering Services at Fire Service Training Centre.

3. Whereas the licensee is desirous to render the services to the Authority on the terms and conditions mentioned hereunder:

4. Now, therefore, this indenture witnessed.

a) That the license for the said facility shall be valid for the period of 65 days (Approx. 02 Month) from \_\_\_\_\_ to \_\_\_\_\_ and if required further extendable on same terms and conditions. However, in case of extension of contract beyond the period No cost escalation of the quoted rates will be allowed, based on mutual agreement between principal employer and contractor.

That the licensee shall deposit a sum of **Rs.1,35,395/- (Rupees One Lakh Thirty Five thousand Three hundred ninety five only)** for catering services calculated @ 10% of ordered value, as Security Deposit in the form of Bank Guarantee from a Nationalized Bank/Scheduled Bank as per RBI Schedule in favour of 'Airports Authority of India'. In the event of the Licensee committing any breach of the terms and conditions of the license agreement, the Authority may without prejudice to other rights and remedies are entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional amount immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

(a) The Licensee hereby agrees to employ his own workers and supervisory staff required for the purpose of executing the jobs entrusted to under him the laws of Central / State Government. The Licensee shall meet all the requirements of "Contract Labour (Regulations and Abolition) Act 1970 and Statutory Labour laws as applicable from time to time.

(b) The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises are not maintained in reasonably clean condition by the Licensee, Principal, Fire Service Training Centre shall have powers to get the premises cleaned at



the risk and cost of the Licensee and recover liquidated damages at the rate of Rs.200/- per day for each default up to 7 days and thereafter Rs.300/- per day and can take other actions including termination of the license.

(d) The Licensee shall not erect or display any advertisement or sign boards except after obtaining the prior approval in writing from the Authority.

(f) The licensee shall equip himself with all necessary permits, licenses and other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

(g) Two set of uniform for summer and winter as per the specification to be approved by AAI shall be provided by the licensee to its workers / supervisors at his own cost. He should also ensure that these are worn by the employees while on duty and kept in tidy condition along with name plate indicating their name conspicuously.

(h) If because of any strike or lockout, either in the Airport, the licensee is unable to function or his business is affected, the authority shall not be liable for any loss which the licensee may suffer in such an event the licensee shall not be entitled to any compensation.

(i) The Security/Custody of article will be sole responsibility of the licensee. The licensee shall take all necessary precautions for the safety of the article. Any claims arising out of the negligence of the licensee shall be borne by the licensee.

(j) That the licensee shall have no objection to the Authority for granting another license for similar facility at the Fire Training Centre premises where the licensee is rendering such services.

5. That Authority shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required for the smooth operation of the services shall be provided by the Authority.

6. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 30 days' notice in writing, otherwise the Licensee shall be liable for all damages, loss and consequences thereof and shall be liable to pay to the Authority (without any demand or question) such amount of money as the Authority may decide as due to it by the Licensee. Similarly, this license may be terminated by the Authority by giving 30 days' notice in writing without assigning any reason.

7. In the event of any default, failure, negligence or breach in the opinion of the Authority on the part of licensee in complying with all or any of the condition of the license agreement, the Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.

8. The Authority and Licensee further agree that they are bound by the General Terms & Conditions for providing Catering Services as mentioned in E-tender, attached herewith.

9. The licensee also agrees that he is bound by all conditions / general information / guidelines as stipulated with the tender as documents.



SIGNED by \_\_\_\_\_ PRINCIPAL OR HIS AUTHORISE OFFICER FIRE SERVICE  
TRAINING CENTRE AIRPORTS AUTHORITY OF INDIA, NARAYANPUR, KOLKATA-700136  
FOR AND ON BEHALF OF THE AIRPORTS AUTHORITY OF INDIA IN THE WITNESS:

Principal, FSTC

1.

2.

SIGNED BY \_\_\_\_\_ FOR AND ON BEHALF OF \_\_\_\_\_ IN THE  
PRESENCE OF:

1.

2.

SIGNED BY \_\_\_\_\_ FOR AND ON BEHALF OF \_\_\_\_\_ IN THE  
PRESENCE OF:

WITNESS:

1. Signature with name & \_\_\_\_\_

Address \_\_\_\_\_

2. Signature with name & \_\_\_\_\_

Address \_\_\_\_\_

*me hawa*

**TO WHOMSOEVER IT MAY CONCERN**

**Subject: Self Declaration u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction/Collection of Tax**

With reference to the above subject matter, we, Company Name (PAN XXXXXXXXXX) hereby confirm that; we have filed Income Tax Returns for below mentioned immediately preceding Financial Years relevant to the year of declaration i.e. FY 2021-22 (as per para 3 of Circular no. 11 of 2021 dated 21.06.2021).

| F.Y.    | Whether aggregate amount of TDS & TCS is more than Rs.50,000 | Due Date of Filing of ITR | Actual Date of Filing of ITR | ITR-V Acknowledgement No. |
|---------|--------------------------------------------------------------|---------------------------|------------------------------|---------------------------|
| 2019-20 |                                                              |                           |                              |                           |
| 2018-19 |                                                              |                           |                              |                           |

We have read and understood the provisions of Section 206AB/206CCA of the Act and related applicable rules, notifications, circulars. Further, above mentioned PAN and Income Tax returns details are correct.

'We, Company Name, authorize our Customer/Sellers to recover the differential tax at higher rates along with applicable interest and penalties in case above mentioned information is proved to be incorrect.

While submitting this declaration, it is requested to consider us to be compliant with the requirements of the Section 206AB/206CCA of the Act and deduct/collect tax at appropriate rates.

Authorized person signature

(Authorized Person name)

Post held in company

