

Ref No.: AAI/KOL/CNS STORE/ARC_RETENDER/FOOD/CNS-RTC/WO/2022 **Date:** 03.06.2022

M/s. Babul

62, Jessore Road, Airport Gate No.-2,
Kolkata-700 081
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Subject: Annual Rate Contract for Supply of Food at CNS RTC, N.S.C.B.I. Airport, Kolkata.

References:

- Your Bid No. **423534** against Tender ID: 2022_AAI_115857_1 for 'Supply of Food on ARC Basis at CNS RTC, N.S.C.B.I. Airport, Kolkata.
- Your offer documents submitted against the above-mentioned Tender.
- AAI Letter of Intent Ref. No. AAI/KOL/CNS STORE/ARC_RETENDER/FOOD/CNS-RTC/LOI/2022-23 Dated 03.06.2022
- Your acknowledgment to AAI Letter of Intent Dated 03.06.2022.

Madam/Sir,

Reference may be made to the above-mentioned correspondences and your offer submitted against above referred tender. Airports Authority of India is pleased to place a work order for "Supply of Food on ARC Basis at CNS RTC, N.S.C.B.I. Airport, Kolkata." as per terms and conditions mentioned herein and in reference documents.

Terms and Conditions

1. Price

The item wise unit rate for "Supply of Food on ARC Basis at CNS RTC, N.S.C.B.I. Airport, Kolkata" for each training under the contract period shall be firm and fixed as per table below:

Sl. No.	Description of Items	Approximate Quantity	Unit Rate	Amount for each training programme.
1.	Working Lunch (Packed) for 15 Nos x 20 Days (=300 Nos.) 3 Nos. x 2 days (=6 Nos.) Lunch packet shall contain: Rice (Basmati) +2 Nos. Roti + Dal + Common Sabji + Paneer/Dhoka/Kofta + Salad + Dahi + Sweet 1 Pc. (Gulab Jamun/Rasgulla/Sandesh/Chamcham)	306 Nos.	Rs.150.00	Rs.45,900.00
2.	Snacks & Tea for Inauguration/Closing day 28 Plates x 2 days Snacks & Tea shall contain: 1. Samosa – 01 No. 2. Sweet – 01 No. 3. Biscuit/Cookies – 01 Piece 4. Cake – 2 Slices or 1 Cupcake 5. Bhujia/Chips – Small Packet 6. Tea – 1 Standard Cup	56 Nos.	Rs. 75.00	Rs.4200.00

3.	Tea & Biscuit twice daily during class hours. (Salted Biscuit of standard brand)	600 Nos.	Rs.25.00	Rs.15000.00
4.	Packaged drinking water (500ml) x 15 Nos. x 20 days of standard brand (Bisleri/Kinley)	300 Nos.	Rs.8.00	Rs.2400.00
Amount for each training (excluding GST)				Rs.67,500.00
Total amount for eight(tentative) number of trainings (excluding GST)				Rs. 5,40,000.00

Total amount for eight (tentative) number of trainings: INR Five Lakh Forty Thousand only plus GST as applicable.

The price is inclusive of all duties and taxes, excluding GST.

2. Scope of Work

The order for supply of food items mentioned at Sl. No. 1 will be issued as and when required throughout the contract period in advance, at least 10 days before the commencement of training. The items are to be delivered as per the quantity mentioned in the order.

The vendor shall use only Standard/AGMARK/ FSSAI quality ingredients for preparation of food. Food should be fresh, hygienic and supplied in proper packaging.

3. Period of Contract

The period of contract shall be for one year from the date of award of contract and may be further extended up to 6 (Six) months as per requirement.

4. Mode of Contract

The item-wise quoted rate mentioned at Sl. No. 1 will be firm & fixed for one year from the date of award of contract and the same terms and conditions shall be applicable during the extended period of contract, if any.

5. Deviation in Quantity

The quantity mentioned at Sl. No. 1 is approximate only. AAI reserves the right to change the quantity of items based on actual requirement.

6. Delivery Period

- Lunch packets are to be delivered on or before 30 minutes of Lunch Time (1300 Hrs.) on all week days (Monday to Friday).
- Snacks & Tea are to be delivered at 1000 Hrs on the day of inauguration and 1600 Hrs on the day of closing. (For each training, inauguration and closing date will be intimated in advance).
- Tea & biscuit during class hours, morning at 11:00 Hrs. and evening at 15:30 Hrs. on all week days (Monday to Friday).
- All food items have shall be delivered at **CNS RTC, 2nd Floor, ATS Complex, N.S.C.B.I. Airport, Kolkata-700 052.**

7. Payment Terms

7.1.Payment shall be made on actual quantity of food items supplied in each training. The invoice shall be based on the actual quantity of food items supplied depending on the number of trainees attending the training.

7.2.100% payment will be made after on production of bill in triplicate subject to submission & confirmation of PBG as mentioned in the Tender document. Submission of Bank Details

(Cancelled cheque) is mandatory for making e-payment.

OR

Payment will be made after deduction of 3% security deposit on each bill. The bill shall be submitted to the O/o The General Manager (CNS), AAI, N.S.C.B.I. Airport, Kolkata-52.

8. Paying Authority

The Regional Executive Director, Airports Authority of India, N.S.C.B.I. Airport, Kolkata - 700052.

9. Contract Agreement

The contractor has to sign the contract agreement as per the format prescribed in the tender document on Rs.100 Non-Judicial Stamp Paper. The signing of the Contract shall be completed within 15 days of the acceptance of the Work Order.

10. Performance Bank Guarantee (PBG)

10.1. The contractor shall submit an unqualified Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 3% (three percent) of the total contract value exclusive GST to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Performa attached as **Annexure-IIIA** of the tender document. The guarantee shall be submitted within 30 calendar days after notification of the award and will be valid till 90 days after the end of the contract period. In case the contractor 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 First running Bill. In case, the contractor fails to submit performance bank guarantee within 60 days, AAI reserve the right to cancel the order.

10.2. The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable. The performance guarantee shall be deemed to govern the following guarantees from the contractor, in addition to other provisions of the guarantee:

10.3. The performance guarantee will be returned to the contractor at the end of the contract period (15 Months) without interest.

10.4. Instructions to the Contractor for PBG Submission:

The following instructions has to be followed by the successful bidder while submitting an unqualified Contract Performance Guarantee (BG):

- BG should be unconditional and claim should be payable against simple written demand from authorized official.
- It should be ensured that Date of validity of BG and claim period are as per Contract terms.
- At the time of issuance of BG, the contractor should provide complete details of AAI bank (ICICI Bank) account where proceeds of the BG are required to be credited, if required.

Bank details are as follows: -

Corporate Name: Airports Authority of India

Bank Name: ICICI Bank

IFSC Code: ICIC0000007

BG advising Message: IFN 760COV (BG issue)

IFN 767COV (BG amendment)

Unique Identifier Code: Specific code should be mentioned in the field 7037 of the BG advising message code.

- d. Details of SFMS (in case of BG within India) or SWIFT (in case of BGs issued outside India) sent by contractor/concessionaire/supplier's Bank to AAI beneficiary bank.
- e. BG submitted by the contractor should be valid for the period stipulated in the contract agreement.
- f. While submitting the document to BG issuing Bank, the vendor/Customer/concessionaire/ will submit the letter to the issuing Bank as per format mentioned in the **Annexure- IIIB** of tender document.
- g. Before submission of BG, Vendor/Customer shall get it vetted by the tendering officer to ensure conformity with the format provided in the tender document and relevant provision of SOP for BG.
- h. BG should be routed by applicant's BG issuing Bank to AAI Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS) who in turn will advise AAI of the same to ensure authenticity of BG.

11. Settlement of Disputes – Dispute resolution Mechanism

- 11.1. 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 the completion of the Works 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 RED (E. Region), AAI. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.
- 11.2. 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 his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

12. Arbitration and Law

- 12.1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 12.2. Indian laws shall govern this contract

13. AAI GSTN is: **19AAACA6412D1Z5**.



DGM(CNS), CNS Store,
For General Manager (CNS)
Airports Authority of India,
N.S.C.B.I. Airport, Kolkata