



## **CONCOR AIR LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

**CONCOR AIR LIMITED, Santacruz Air Cargo Terminal (SACT), corresponding to CTS no. 2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai**

### **OPEN TENDER (Single Bid System)**

**FOR**

Tender for the Appointment of Licensee for Providing Catering Services at Santacruz Air Cargo Terminal (SACT), Mumbai.

**Tender No:** CAL/SACT/CANTEEN/02/2021

**TENDER DOCUMENT PRICE:** Rs.1,000/- +GST @ 12%

**CONTENTS**

<b>CHAPTER</b>	<b>CONTENTS</b>	<b>PAGE NO.</b>
	Tender Notice	03-04
	Tender Form	05-06
Chapter-I	Tender Letter	07-08
Chapter-II	Instructions to the Tenderers	09-10
Chapter-III	Letter for submission of Tender by the Tenderer	11-12
Chapter IV	Eligibility conditions of Tenderer	13-14
Chapter V.	Scope of Work and Terms & Conditions Governing the Contract	15-25
Annexure -A	Schedule of Rates(SOR)	26
Annexure -B	Draft Agreement	27
Annexure-C	Specimen Bank Guarantee	28-29

This tender document consists of 29 pages. The tenderers are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

All folios of this tender document must be signed by the intending tenderer or such person on his behalf as is legally authorized to sign, and embossed with official seal at the time of submission.

Tender Notice  
(TENDER)

1. Tender for the Appointment of Licensee for Providing Catering Services at Santacruz Air Cargo Terminal (SACT), Mumbai
2. Tenderers may download the tender document from our web site [www.concorindia.co.in](http://www.concorindia.co.in) or from [www.eprocure.gov.in](http://www.eprocure.gov.in) and same may be submitted along with DD for Rs. 1,120/- ( 1,000/- plus 12% GST) , the cost of tender document, by way of demand draft/pay order at the time of submission of tender document.
3. Complete tender papers duly accompanied with requisite EMD & Tender Fee shall be received as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

Tender No.	CAL/SACT/CANTEEN/02/2021
Name of Work	Tender for the Appointment of Licensee for Providing Catering Services at Santacruz Air Cargo Terminal (SACT), Mumbai
Estimated Cost of Contract	<b>Rs.4,44,000/- (excl. GST) for 1 year</b>
Period of Contract	01 Year + 04 months obligatory period
Earnest Money Deposit	Rs.9,000/-(Rupees Nine thousand only) through Demand Draft in the name of CONCOR AIR LIMITED Payable at Mumbai to be submitted at the time of submission of the bid.
Cost of Document	Rs. 1,120/- ( 1,000/- plus 12% GST through Demand Draft in the name of CONCOR AIR LIMITED Payable at Mumbai to be submitted at the time of submission of bid.
Date of Sale	<b>From 30.06.2021 to 21.07.2021 (Between 10.00 -17.00 Hrs on all working days )</b>
Last Date & Time of submission of tender	<b>22.07.2021 at 15:00 hrs</b>
Date & Time of opening of Tender	<b>22.07.2021 at 15:30 Hrs.</b>

**Note:**

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
2. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

- (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Udyog Aadhar Memorandum
  - (viii) Any other body specified by Ministry of MSME
4. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12

CONCOR Air Ltd.  
(A wholly owned subsidiary of Container Corporation of  
India Ltd,  
A Govt. of India Undertaking)

Visit us at [www.concorindia.co.in](http://www.concorindia.co.in)

Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

Tender Form

**OPEN TENDER; Single Bid System**

No. CAL/SACT/CANTEEN/02/2021

Dated:-

**TENDER for Appointment of Licensee for PROVIDING CATERING SERVICES AT CONCOR AIR LTD, SANTACRUZ AIR CARGO TERMINAL (SACT), NEAR MILAN SUBWAY BUS STOP, OFF. WESTERN EXPRESS HIGHWAY, CTS NO. 2085, VILEPARLE (EAST), MUMBAI-400099.**

1.	Serial number assigned to the Tender form	
2	Date of Issue of Tender document to the Tenderer	
3	Name of the applicant/firm to whom the Tender document is issued	
4	Full address of the Tenderer	
5	Commencement of Sale of Tender Document at CONCOR AIR LTD at Santacruz Air Cargo Terminal- Mumbai.	From 30.06.2021 to 21.07.2021 (Between 10.00 -17.00 Hrs on all working days )
6	Last date & Time for submission of Tender document /receipt of document by;	22.07.2021 by 15.00 Hrs
7	Tender will be opened on ;	22.07.2021 at 15.30 Hrs
8	Address for submission of Tender and Opening of Tender at CONCOR AIR LTD/ SANTACRUZ AIR CARGO TERMINAL- Mumbai.	<b>CONCOR AIR LTD, SANTACRUZ AIR CARGO TERMINAL (SACT), NEAR MILAN SUBWAY BUS STOP, OFF. WESTERN EXPRESS HIGHWAY, CTS NO. 2085, VILEPARLE (EAST), MUMBAI-400099</b>

FULL SIGNATURE OF THE  
CONCOR AIR OFFICIAL  
ISSUING TENDER FORM.

Name in Block Letters-----  
Designation.

**(Tender Form is Non Transferable)**

**(COST OF TENDER DOCUMENT; Rs 1,120/- (i.e. Rs. 1000/- + 12% GST))**

**Notes / Instructions:**

1. The Tender Form is not transferable under any circumstances.
2. The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. none of the folios of the Tender Document including all the Annexure should be detached and retained by the intending Tenderer. *All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.*
3. Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
4. Each and every supporting document as required should be attached with the tender document.
- 5 Failure to comply with conditions will render the tender liable to be rejected.
- 6 Sealed tender forms duly completed in all respects shall be dropped/submitted /received by this office in a sealed box kept for this purpose at the office of the Chief Executive Officer, CONCOR AIR LTD, NEAR MILAN SUBWAY BUS STOP, OFF. WESTERN EXPRESS HIGHWAY, CTS NO. 2085, VILEPARLE (EAST), MUMBAI-400099 on or before **22.07.2021 by 15.00 HRS. TENDER WILL BE OPENED BY 15.30 HRS ON 22.07.2021 AT ABOVE ADDRESS i.e. CONCOR AIR LTD, NEAR MILAN SUBWAY BUS STOP, OFF. WESTERN EXPRESS HIGHWAY, CTS NO. 2085, VILEPARLE (EAST), MUMBAI-400099**

**CONCOR AIR LTD, (A Govt.of India  
Enterprises) Visit us at  
[www.concorindia.co.in](http://www.concorindia.co.in)**

**Chapter-I**  
**TENDER LETTER**

TO,

-----

-----

**SUB; TENDER FOR Appointment of Licensee for PROVIDING CATERING SERVICES AT CONCOR AIR LTD, Santacruz Air Cargo Terminal (SACT) -MUMBAI, ON LEAVE & LICENSE BASIS.**

We are pleased to invite your offer for the above mentioned work proposed to be awarded to the bidder on the basis of the maximum license fee offered for Canteen Premises(barren space only), at Santacruz Air Cargo Terminal admeasuring approx. 374 Sq.ft area. The licensee fee shall be paid on monthly basis to CONCOR AIR LTD as a rental along with applicable GST. Besides, the tenderer has to pay electricity and water Bill as per actual consumption. It will be the responsibility of the contractor to maintain the canteen structure. Any damage would be recovered from canteen contractor through Security Deposit.

The tenderer has to quote the license fee in the schedule of rates (SOR)-Annexure-A. The tenderer who quotes the highest license fee in Annexure-A (Schedule of rates) for the empty space being provided to the tender will be considered for awarding the contract subject to fulfilling all the conditions mentioned in this tender document. However, CONCOR AIR LTD reserves the rights to adopt various procedures if needed for finalization of tender.

**Quoting of Minimum Monthly License Fee:** The tenderer should not quote below Rs. 37,000/-per month – (excluding GST) (in words:- Thirty seven Thousand per month), as monthly license fee payable to CONCOR AIR LTD for empty space(Rooms) admeasuring approx. 374 Sq.ft. being provided by CONCOR AIR LTD to the successful tenderer on Leave & License basis at Santacruz Air Cargo Terminal-Mumbai. In case, if tenderer quotes below the said minimum monthly license fee, then his tender will not be considered at any stage and that tender will be rejected summarily without any reasons thereof.

**Evaluation Procedures:-**Minimum Monthly license fee fixed is Rs.37,000/- (excluding GST ) (Rupees; Thirty seven Thousand) per month. Thus, the tenderer whoever quotes Rs.37,000/- (excluding GST) or above as a monthly license fee shall be considered for evaluation purpose and bidder who quotes the highest monthly license fee shall be considered for awarding the contract subject to fulfillment of tender conditions. CONCOR AIR LTD reserves the right to take into consideration of all aspects before awarding the contract.

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. **You are further advised to visit the place and understand the various works likely to be involved in providing and managing the said facilities before quoting the monthly license fee.** The tenderer is also advised to observe the quantity of business the tenderer would get before quoting the Monthly license fee. Please note that only empty space will be provided by CONCOR AIR LTD and remaining infrastructure like tables, chairs, utensils, vessels, trolley, fans, gas connection/gas cylinders other equipment's required for running the canteen, manpower etc. shall be developed by the tenderer only with his own cost and CONCOR AIR LTD is no way responsible in the tenderer's investment and tenderer do not have any right to say that they have invested huge amount and minimum period of contract to be given. CONCOR AIR LTD will provide Electricity and Water which are on monthly chargeable basis as per actual consumptions. The tenure of contract and its termination is purely discretion of CONCOR AIR LTD.

**Tender for Appointment of Licensee for Providing Catering services at Santacruz Air  
Cargo Terminal (SACT)**

You are requested to peruse the tender documents carefully so as to avoid rejection of tender on account of non-compliance of necessary instructions mentioned in this tender.

Please note that tenders submitted without complete information or without documentary evidence or conditionals, are liable to be rejected.

Thanking You,

Yours Faithfully,  
For and Behalf of Concor Air Ltd

Chief Executive Officer



## Chapter-II

### Instructions to the Tenderers

The CONCOR AIR LTD (CAL) - Mumbai invites Tender from eligible parties for the work of Providing Catering Services at Santacruz Air Cargo Terminal (SACT)-Mumbai. Tenderers must read these instructions before filing the tender.

The complete set of tender papers for the contract for **"Providing Catering Services at Santacruz Air Cargo Terminal is** enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

<b>Chapter-I-</b>	<b>Tender Letter</b>
<b>Chapter II -</b>	<b>Instructions to the Tenderers</b>
<b>Chapter- III</b>	<b>Letter for submission of tender by the tenderer.</b>
<b>Chapter-IV -</b>	<b>Eligibility Conditions of Tenderer</b>
<b>Chapter V -</b>	<b>Scope of Work Terms &amp; Conditions governing the contract</b>
<b>Annexure A</b>	<b>Schedule of Rates (SOR)</b>
<b>Annexure B -</b>	<b>Draft Agreement.</b>
<b>Annexure-C-</b>	<b>Specimen of Bank Guarantee</b>

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. You are required to submit your offer in **sealed envelope**. The sealed envelope should contain all the documents listed in the chapter IV (Eligibility Conditions of Tenderer) as well as tender document along with the duly filled schedule of rates (SOR) –Annexure-A. Please ensure that all the documents listed in the chapter IV are complete in all respects. This envelope should be clearly super scribed as **"Bid for the appointment of Licensee for Providing Catering Services at Santacruz Air Cargo Terminal (SACT)"**.

This envelope duly sealed in cover as described above, should be sent by Registered Post/Courier to the office of the Chief Executive Officer - CONCOR AIR LTD., Santacruz Air Cargo Terminal (SACT), Near Milan Subway Bus Stop, Off Western Express Highway, CTS No. 2085, Vile Parle (East), Mumbai -400099, **so as to reach the nominated office not later than 15.00 Hrs on the date 22.07.2021 or deposited in the special tender Box allotted for the purpose in the office of the Chief Executive Officer- CONCOR AIR LTD, Santacruz Air Cargo Terminal (SACT), Near Milan Subway Bus Stop, Off Western Express Highway, CTS No. 2085, Vile Parle (East), Mumbai -400099. The special tender Box will be sealed at 15.00 Hrs on the same day i.e. 22.07.2021. The tenders will be opened at 15.30 Hrs on 22.07.2021 at the same place where tenders are deposited. Any Tender received after specified date and time of submission of tender shall be summarily rejected.**

It will be in your interest to ensure that the tender documents are deposited /received by this office positively before the time /date indicated above. You may either be present yourself or send your duly authorized representative at the time of tender opening.

The bidders who are downloading the tender document from CONCOR website [www.concorindia.co.in](http://www.concorindia.co.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) and willing to participate in this tender must comply with terms & conditions mentioned in the tender document and any changes/modifications made in the tender document will liable for rejection . The tenderer may down load the tender document from the website and the same may be submitted along with the cost of tender document Rs. 1,120/- (i.e. Rs. 1000/- + 12% GST) by way of Pay Order/Demand draft in favour of CONCOR AIR LTD, payable at Mumbai along with Earnest Money Deposit (EMD) as specified under the tender, together with necessary documents as mentioned in the tender. In case of non- submission of cost of tender document, EMD and requisite documents, the tender will be liable to be rejected. The tenderer has to indemnify CONCOR AIR LTD for any losses accrued due to alteration/modification made in the tender terms & conditions. If any stage changes/modifications are noticed in the tender document, the tenderer will abide by the original terms & conditions of the tender failing which CONCOR AIR LTD reserves the

(Signature of the Tenderer with seal)

## Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

right to reject the tender and/or terminate the contract. The tender document, comprising all the chapters/pages along with Schedule of rates and Annexure should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.

Corrigendum/addendum if any related to this tender will be hosted on websites only i.e. [www.concorindia.co.in](http://www.concorindia.co.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) before the last date of submission of tender. Hence the bidders are requested to visit the websites regularly.

Tenderer has to note that in the case of any discrepancy or difference between the figures and words mentioned in the tender document, the rates mentioned in words shall be treated as the correct rate.

**Delayed Tender:** Any Tender received before the time of opening but after the due date and time of submission of tenders. **Late Tender:-** Tender received after the specified time of opening of tender. **Post tender:** Tender received after specified date and time of opening.

**Delayed Tender/Late Tender/Post Tender shall not be opened and it will be summarily rejected.**

**CONCOR AIR LTD reserves the right to:**

1. Accept to or reject any or all the tender documents in part or in full without assigning any reasons.
2. Accept or reject any or all the tender documents in part or full irrespective of their being the higher rate without assigning any reasons.
3. To extend the date of submission of the tender.
4. Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR AIR LTD.
5. Re-tender or negotiate with the any tenders as regards the rates, terms and conditions of the tender.
6. Disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance.
7. Disqualify the tender if found that the performance rendered or rendering at any PSU's /limited/Pvt limited company/commercial places etc is unsatisfactory.
8. Adopt various procedures in evaluating the rates & finalizing the tenders.

**Abbreviations in the Tender:-** CONCOR=CONTAINER CORPORATION OF INDIA LTD, CAL = CONCOR AIR LTD, SACT = Santacruz Air Cargo Terminal, WR-Western Region, CEO-Chief Executive Officer, WRO- Western Regional Office , CA=Chartered Accountant, ESIC-Employee State Insurance Corporation , EPF=Employee Provident Fund, PAN=Permanent Account Number, BG=Bank Guarantee, S.D=Security Deposit, EMD=Earnest Money Deposit, DD=Demand Draft. TI-Terminal In charge. PAD=Proprietary Article Depot, MRP=Maximum Retail Price, GST-Goods & Services Tax.

You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or with Terms and Conditions.

Please note that tenders submitted without complete information or without documentary evidence or conditional tenders are liable to be rejected.

Each page of the tender documents should be signed and stamped as mentioned in the document.

**Chapter-III**  
**Letter for submission of tender by the Tenderer.**

**From:-**

-----  
-----  
-----

-----

To,  
The Chief Executive Officer  
CONCOR AIR LTD,  
Mumbai.

Dear Sir,

**Sub:-Tender for "Appointment of Licensee for PROVIDING CATERING SERVICES AT CONCOR AIR LTD –SANTACRUZ AIR CARGO TERMINAL (SACT) -Mumbai On LEAVE & LICENCE BASIS.**

**Ref:-Open tender No No. CAL/SACT/CANTEEN/02/2021**

In response to your tender no \_\_\_\_\_ dated \_\_\_\_\_ inviting **offers for Appointment of Licensee for PROVIDING CATERING SERVICES AT CONCOR AIR LTD – SANTACURZ AIR CARGO TERMINAL (SACT)-Mumbai On LEAVE & License BASIS,**

We \_\_\_\_\_, a company/partnership firm/an Association/Sole Proprietor, carrying out business at (Locations where similar works are going on) \_\_\_\_\_

----- do hereby submit our offer in the prescribed Performa at the schedule of rates (license Fee) quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and Twenty (120) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the terms and conditions including General conditions of contract, which shall be deemed to form an integral part of this offer and I/we return herewith Tender document duly signed & Stamped along with the enclosures as mentioned in the tender document as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender, of any change in the constitution of my/our firm association, either by death, exclusion or retirement of any partner or member or by the admission of new partner or member (this clause shall apply where the tender is a firm/association or syndicate).

I/we enclose Pay Order/Demand Draft on \_\_\_\_\_ (name of the Bank) for Rs. ---  
-----/(Rupees----- only) in favour of CONCOR AIR LTD, Payable at Mumbai, as Earnest money Deposit for this tender.

**Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)**

(In case of Downloading of tender Document) I/we enclose Pay Order/ Demand Draft on -----(name of the Bank) for Rs.-----/-(Rupees ----- only) in favour of CONCOR AIR LTD, Payable at Mumbai, as Tender Document Cost for this tender.

I/We hereby declare that this tender on acceptance communicated by you shall constitute valid and binding contract between us.

Date:

Yours faithfully,  
(Signature and Seal of the Tenderer)

Encl-----

**CHAPTER-IV**  
**ELIGIBILITY CONDITIONS OF TENDERER**

The tender must be accompanied by the following documents failing which the bid will be deemed ineligible and technically invalid.

- a) Original Tender document (Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission) shall be submitted along with the duly filled Schedule of Rates (SOR)-ANNEXURE-A.
- b) Tenderer should have minimum experience of running canteen/restaurant **for any 24 months out of last 3 Financial years i.e. FY 2018-19, 19-20 & 20-21**, in any central govt./state govt/public sector undertaking or any reputed private institutions/company/commercial places. Proof of the same to be enclosed. In case a firm runs their own catering unit they/he should submit a notarised copy to the effect that the firm is running the catering unit for **any 24 months out of last 3 Financial years i.e. FY 2018-19, 19-20 & 20-21**.

The experience certificate should be on the letter head of the concerned company issuing the certificate towards satisfactory services as mentioned above.

**Note: Copy of work order's, Letter of Intent, Letter of Appointment, Agreement, Invoice, Bill etc will not be considered towards the proof of experience.**

- c) If the existing contractor has submitted the tender for the same activity in the same facility, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from the same terminal. In case, his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, it will not be considered.
- d) Copy of valid license obtained under the Food Safety & Standard Act'2006.
- e) Enclose the copy of Registration with EPF (Employees Provident Fund Act) & ESIC (Employee State Insurance Act) & GST Registration if they have registered with concerned authorities. Otherwise they have to submit an undertaking that they would submit the same within 1 month from the date of issuance of LOL, irrespective of number of people engaged by them.
- f) Copy of PAN Number & GST No.
- g) The status of the firm: Proprietary/Partnership/registered Company/Co-Operative Society. In case of Proprietor firm, a shops & establishment certificate or firm registered certificate with concerned Authority shall be submitted or notary or any other substantial document proof shall be enclosed. In case of Partnership, a copy of partnership deed shall be submitted. In case of company, a copy of Memorandum and Article of Association shall be submitted. In case Registered under Society Act, registration copy shall be enclosed
- h) The tenderer shall be required to deposit a sum of **Rs.9,000/- (in words: Rupees Nine thousand only)** as Earnest Money Deposit (EMD). The earnest money shall be deposited only by Pay Order/ Demand Draft made- out in favor of "CONCOR AIR LTD." payable at Mumbai.
- i) In case of Downloading the Tender document from website, **the tender document cost Rs. Rs. 1,120/- (i.e. Rs. 1000/- + 12% GST) (Rupees; One Thousand one hundred and Twenty only)** by way of Pay Order/ Demand Draft in favour of CONCOR AIR LTD' Payable at Mumbai shall be enclosed.

**Note:**

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
2. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
  - (i) District Industries Centers
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Udyog Aadhar Memorandum
  - (viii) Any other body specified by Ministry of MSME
4. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12

As per Ministry of MSME Circular dtd. 10.03.2016, the conditions regarding prior turnover and prior experience with respect to MSEs may be relaxed subject to meeting quality and technical specifications.

## CHAPTER-V

### 1. SCOPE OF WORK AND TERMS & CONDITIONS GOVERNING THE CONTRACT

The scope of work indicated below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern of the work. The scope of work defined hereunder shall not be a basis for any dispute with regard to rates or for alteration of terms & conditions. Doubts if any, about the interpretation of any of the clause in this document shall be referred to CEO/CAL whose decision in the matter shall be final and acceptable to the tenderer.

Tenderers are advised to visit the Santacruz Air Cargo Terminal (SACT), to understand various activities which are likely to be required for undertaking the catering services before submission of tender document.

CONCOR AIR LTD will provide barren premises only for running the canteen services at Santacruz Air Cargo Terminal (approx. 374 sq.ft area) which shall be used as cooking point as well as serving to the customers/trade /visitors etc, who are dealing with CONCOR AIR LTD. **The successful tenderer has to provide the catering services at the above referred places i.e. at Santacruz Air Cargo Terminal (SACT) admeasuring approx. 374 Sq.ft.** Santacruz Air cargo Terminal (SACT) is one of the important terminals run by CONCOR AIR LTD and large number of customers such as Freight Forwarders, Agents, walking clients, Air Lines, etc are visiting Santacruz Air Cargo Terminal on daily Basis in connection with their work at Santacruz Air Cargo Terminal. Apart from them CONCOR AIR LTD Officers/Staff, MIAL Officers/Staff, Cargo Handling Contractor Officer/staff/loaders, CISF personnel and Security Guards, Officers/staff are also stationed in the depot. Therefore the tenderer has to maintain the quality in the items and supply thereon to the customers etc. Canteen premises should be kept clean & tidy at all the times by the tenderer.

#### 2. The scope of work shall include the followings:

- (i) On site Cooking, Vending & Serving in the canteen(s).
- (ii) Serving of items can also be extended to CONCOR AIR LTD Office situated in the Santacruz Air Cargo Terminal (SACT)-Premises. With the permission of Terminal In charge-CONCOR AIR LTD.
- (iii) Caterer shall make his own arrangement for all required cooks, bearers, utensils, crockery/cutlery, cooking gas, Deep freezer, Utility Trolley, Chapatti Hot Plate, Ban Marie, Toaster, Steam cooking Vessel, Vending Machines Grinders & Mixers, fans. Furniture etc.
- (iv) CONCOR AIR LTD shall provide only Barren (Empty Space) with approx. 374 Sq. ft. area on monthly License fee basis on Leave & License. Besides, water and Electricity will be provided and payment shall be paid by the license on monthly basis based on the actual usage.
- (v) The PAD items such as snacks, biscuits, cakes, juices, soft drinks, packaged drinking water etc. from reputed brands can be sold at the rates not higher than their MRP.
- (vi) If required, as per direction of CONCOR AIR LTD, the serving to be done in the Office/Warehouses also.
- (vii) The quality of the items shall always be maintained to the general satisfaction of the customers by the licensee without fail.

- 3. Services to be provided:** - The service Provider/caterer required to extend the following services at Santacruz Air Cargo Terminal (SACT).
- (i) Procuring all types of raw materials & consumables for preparation/on-site cooking & vending, serving of food items as per menu and tariff approved by terminal in charge-CONCOR AIR LTD / Santacruz Air Cargo Terminal.
  - (ii) Deployment of adequate man-power for preparation/onsite cooking/serving of food items at the said locations & supervision in order to maintain efficiency and standard of service. The persons so deployed should be healthy & hygienic and in the uniform (Colors of Uniform shall be decided by TI/Santacruz Air Cargo Terminal).
  - (iii) Any other functions as may be felt necessary by TI-Santacruz Air Cargo Terminal.
  - (iv) Maintenance of utmost hygiene and cleanliness, safety during preparation & serving of food items.
  - (v) Adherence to prescribed quality & quantity of the food as per menu.
  - (vi) Working Hours of the canteen shall be (24 x 7) 365 days canteen requires to run round the clock.
  - (vii) The licensee will be required to keep the premises and its immediate surroundings in neat and tidy conditions. The premises and its immediate surroundings should be well maintained and the licensee shall provide for adequate number of waste bins and also arrange to dispose of garbage properly at nominated points/locations stipulated by BMC. The necessary permission from BMC, if any, is to be obtained by the licensee. No littering shall be allowed. Similarly the utensils and other items shall be cleaned in the designated place by the licensee and water outlet shall be connected to the nearest drainage. In case of chocking up of the drain as a result of the acts of the licensee, the licensee shall immediately arrange to get the same removed. The licensee shall also see that no rats/Cockroaches etc., shall takes place in the canteen premises.
  - (viii) In case of water scarcity/not supplied by the municipality then the tenderer has to get the water from outside with his own cost and ensure that the catering services are not affected.
  - (ix) CONCOR AIR LTD will inspect periodically to see the maintenance of the canteen by the licensee.
- 4. Duration of Contract:-**
- (a) The contract will be initially for a period of one Year from the date of commencement of contract.
  - (b) The date of start of physical work by the licensee shall be treated as the date of commencement of contract. The tenderer has to commence the work from the date indicated in the LOI (Letter of Intent).
  - (c) Regardless of the above, it will be obligatory on the part of licensee to continue to work on the same terms & conditions prevailing on the last date of the contract even beyond contract period for at least 4 (Four) months or till the new contract is finalized, whichever is earlier.
- 5. FINANCIAL:**
- 5.1 Payment of License Fee:  
The monthly License Fee offered by the tenderer for the space provided by CONCOR AIR LTD and accepted license fee by CONCOR AIR LTD, will have to be paid in advance in the beginning of the month on or before 7<sup>th</sup> of the month through demand draft or banker Cheque or through online .
  - 5.2 Over and above the aforesaid monthly License Fee, the licensee shall have to pay electricity charges, water charges as per the actual consumption.
  - 5.3 It will be the responsibility of the contractor to maintain the canteen structure. Any damage would be recovered from canteen contractor through Security Deposit.
  - 5.4 GST as applicable from time to time shall also be paid by the licensee every month.

In view of the implementation of GST, the Licensee/Tenderer/vendor shall note the



## Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

following:-

- a) The Licensee/Tenderer/vendor shall register itself with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and shall intimate the registration details to CONCOR AIR LTD. In respect of each supply of Goods and Services, Licensee/Tenderer shall specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
  - b) The Licensee/Tenderer/Vendor shall indemnify CONCOR AIR LTD, its Directors, Officers, Employees and associates for any loss it may suffer as a result of the Licensee/Tenderer/vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR AIR LTD, the licensee/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Licensee/Tenderer/Vendor shall get payment of amount of tax only after the credit thereof is received by CONCOR AIR LTD in the electronic credit ledger on GSTN. In case the licensee/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR AIR LTD with relevant documents.
  - c) Licensee/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filing of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR AIR LTD.
  - d) In case of any failure on the part of Licensee/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Licensee/Tenderer/Vendor to the CONCOR AIR LTD.
  - e) If as result of Change in Law, Licensee/Tenderer/Vendor, obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Licensee/Tenderer/Vendor may so notify the CONCOR AIR LTD and propose amendment to this agreement so as to pass the incremental benefit to CONCOR AIR LTD which puts it in the same financial position as it would have occupied had there been no such change in Law resulting in such decreased cost to the Licensee/Tenderer/Vendor.
  - f) Any denial of input credit due to any omission or failure on the part of the Licensee/Tenderer/Vendor, the Licensee/Tenderer/Vendor shall indemnify the CONCOR AIR LTD for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR AIR LTD.
- 5.5 A claim for the services rendered under this contract shall be made by the licensee to CONCOR AIR LTD within three months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay. The Chief Executive Officer of CONCOR AIR LTD may consider such cases.

### 6. **EARNEST MONEY DEPOSIT:**

1. The tenderer shall be required to deposit a sum of Rs. 9,000/- (Rupees Nine thousand Only) as Earnest Money Deposit(EMD) in the form of Pay Order/ Demand Draft made out in favour of CONCOR AIR LTD, payable at Mumbai along with tender document . Without EMD the tender will be summarily rejected.
2. The EMD of the unsuccessful bidders will be returned as soon as possible after the tender is finalized.
3. The earnest money deposited by the successful tenderer will be adjusted towards the security deposit as per the request of the successful bidder otherwise EMD will be refunded after receipt of Security Deposit in full.
4. It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify

the terms and conditions thereof in a manner not acceptable to CONCOR AIR LTD within 120 days of the tender opening date, unless extended further with mutual consent.

5. The Earnest Money mentioned above shall be forfeited to CONCOR AIR LTD if the tenderer withdraws before validity period of 120 days or extended period if any or finalization of tender, whichever is earlier. If tenderer refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit or Bank Guarantee shall also lead to forfeit of EMD. However, competent authority (CEO/CAL in this case) shall have final decision whether to forfeit partially or fully or even refund the entire amount.

**7. SECURITY DEPOSIT:**

1. The successful tenderer will be required to furnish a Security Deposit equivalent to 03 months rental (incl. GST) which will be finalized under this contract towards successful performance under this contract within 10 days from the date of communication of award of contract, either in the form of Pay Order/Demand draft drawn in favor of CONCOR AIR LTD, payable at Mumbai or in the form of Bank Guarantee (CONCOR AIR LTD Format- Annexure-C) from the Nationalized Bank. The validity of Bank Guarantee should be covered entire Period as well as obligatory period (12 Months Contract Period+ 4 Months Obligatory Period=16 Months) and if further to be extended that may be done as per direction of CONCOR AIR LTD during the currency of contract. No interest shall be allowed or paid on the security deposit. In case of successful tenderer who wish to deposit SD through Pay Order/ DD, then, on his request EMD so submitted at the time of participation may be adjusted towards security deposit and balance amount shall be deposited as SD. Otherwise, successful tenderer may deposit entire amount as specified above as SD in the form of Pay Order/DD and the EMD will be refunded.
2. Security deposit /BG shall, subject to any deduction that may be required to be made by CONCOR AIR LTD under this contract, be returned to the licensee within four calendar months after completion of contract period or termination or discharge of the contract as the case may be. However in case of non-performance, and unsatisfactory performance, withdrawing without CONCOR AIR LTD consent, CONCOR AIR LTD may forfeit whole or part thereof of the security deposit/BG without prejudice to CONCOR AIR LTD's other rights and remedies available under various Laws. In the event of any dispute arising between CONCOR AIR LTD and Licensee or between CONCOR AIR LTD and any third party or any money payable to CONCOR AIR LTD by the licensee in reference to this contract, CONCOR AIR LTD shall detain the SD /Bank Guarantee or such balance thereof and /or other amounts payable to the licensee as CONCOR AIR LTD may in its sole discretion deem sufficient until the dispute is settled and determined. The licensee shall have no claim for compensation or otherwise for any such detention made by CONCOR AIR LTD.
3. CONCOR AIR LTD shall be entitled to recover any loss or damage that CONCOR AIR LTD may suffer or sustain by reason of the failure of the licensee to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR AIR LTD under or by reasons of the terms and conditions, of this contract from the amount of security deposit , and in the event of any balance remaining due to CONCOR AIR LTD, the licensee shall forthwith pay the same .In the event of any such deductions being made from the SD, the licensee shall at once make the amount to the deficiency in the amount of the SD within 15 days of the date of demand to this effect, failing which CONCOR AIR LTD shall deduct the same from the monthly bills or any amount due to the licensee.

**8. FACILITIES:**

- 8.1 The licensee/licensee will have to provide all food items made of material of standard and maintain high quality. Tenderer shall be responsible for the compliance of the provisions of Prevention of Food Adulteration Act 1954. In case the licensee is prosecuted & convicted under the provisions of the said Act or any other Act or Regulation by a Court of Law the licensee shall be directly liable or responsible there for and not the CONCOR AIR LTD. However, in such circumstances the contract will be treated as terminated automatically and the licensee will have to handover the vacant premises to the CONCOR AIR LTD authorities within 48 hours from the date of such conviction etc.
- 8.2 Good furniture such as tables, chairs etc. shall be provided sufficiently. The licensee shall have to replace and replenish such of the said articles as and when necessary, if desired by CONCOR AIR LTD. The entire rooms should be kept in neat, clean and tidy condition.
- 8.3 Good Quality kitchen equipment's, utensils, crockery, cutlery etc. shall be used by the licensee.
- 8.4 The successful tender has to use his owned furniture, fixtures, utensils, articles equipment's etc. as CONCOR AIR LTD will not provide any infrastructure/equipment's etc., except providing Barren Space as indicated herein above.
- 8.5 The tenderer should not supply for outside persons/ outside the premises. The supply should be made only inside the premises for CONCOR AIR LTD customers/staff etc.
- 8.6 The licensee has to install exhaust fan at his own cost in the kitchen for proper exhaust of smoke.
- 8.7 The licensee has to install fly catcher/U.V. light gadgets for houseflies.
- 8.9. The pest control shall also ensured by the service provider/licensee within the canteen, atleast once in a quarter.
- 8.10 The licensee has to make provision for clean and hygienic drinking water by installing water purifier.

**9. HEALTH & HYGIENE:**

- 9.1 The licensee will get all his workers medically certified from approved Registered Medical Practitioner recognized by Indian Medical Council to be free from communicable contiguous diseases in addition to general fitness. Similarly, character & antecedents of staff to be deployed by the licensee for the said purpose to be verified from the Police before engaging them on duty.
- 9.2 The licensee will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen, store room and canteen hall/serving points/lunch room etc. with his owned cleaned materials.
- 9.3 A very high standard hygiene must be maintained in all respect. Quick, day-to-day disposal of waste material with containers shall be maintained and dumping shall be done outside the premises at appropriate place approved by BMC. Licensee shall be solely responsible for timely compliance as per statutory regulations. Failure to do so the licensee is liable to pay fine, which may **extend up to Rs.1000/-** per such occurrence.
- 9.4 CONCOR AIR LTD reserves its right to take samples of edibles/raw materials from the canteen for the purpose of inspection and investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. However, such samples will be drawn by either authorized representative of CONCOR AIR LTD or any Govt./Local Self Govt. authorities, as per procedure laid down in Prevention of Food Adulteration Act and allied Acts etc.
- 9.5 The successful tenderer has to comply with all rules laid under the Food Adulteration Act and allied Acts including the relevant rules laid down by the statutory authorities who are empowered to monitor such type of activities.

**10. STATUTORY OBLIGATIONS:**

- 10.1 The licensee shall be liable to honor Central and State Govt. laws, statutory rules, regulations, notifications etc. and shall be solely responsible for any breach thereof. CONCOR AIR LTD stands indemnified against any penalty/persecutions consequent to the violations of such statutory provisions in force, by the licensee or his employee/representative.
- 10.2 Licensee shall be bound by the provision of Minimum Wages Act 1948, Payment of Wages Act as amended from time to time and the rules made there under with regard to labours in schedule employment.
- 10.3 Licensee shall observe and perform all the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Contract Rules 1971 or in statutory modifications or reenactment thereof for the time in force in Rules and Regulations made there under.
- 10.4 The responsibility for meeting with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all liabilities under the various Labour laws and other like PF, ESI, Bonus, Workmen Compensation, Gratuity, Bonus, Shops & Establishment Act, National/Festival Holidays Act etc. shall be that of agency and CONCOR AIR LTD shall in no way be responsible or liable in case of any dispute, prosecutions or awards made by courts of law or other Government Agencies.
- 10.5 In case of accident arising out of and in the course of this agreement, it will be the sole responsibility of the licensee for payment towards loss or compensation whatsoever as per the labour laws/or any other laws that were prevailing up on the licensee and CONCOR AIR LTD will not be responsible for payment of any compensation and CONCOR AIR LTD should be indemnified.
- 10.6 The licensee will have to obtain all necessary licenses for running the canteen under the relevant Acts and he will be solely responsible for all the consequences for not obtaining such licenses. The successful tenderer has to comply with all the provisions which are applicable for running the canteen contract includes from Municipality, Prevention of Food Adulteration Act and allied Acts etc. & Shops & Establishment Act, Contract Labour Act etc. Further, the licensee has to obtain necessary security clearances from the regulatory agencies while working at CAL SACT as per the guidelines issued in this regard from time to time.
- 10.7 CONCOR AIR LTD shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of licensee failures in noncompliance of labour laws and other such laws which are applicable to the licensee, from the security deposit/bills without prejudice to its any other rights under the laws. Any claim/order passed against CONCOR AIR LTD, shall also lead to recovery of amount from the licensee, without prejudice to any other remedy or right of CONCOR AIR LTD.
- 10.8 All the staff deployed for Catering Services should be provided uniform /identity cards by the successful tenderer with consultation with TI/Santacruz Air Cargo Terminal. The uniform/Id cards should wear during the duty hours. The expenses incurred on this account shall be borne by the licensee.
- 10.9 That all the employees so employed/deployed by the licensee under this contract will be the direct employees /workers of the licensee and they would work under the supervision & control by the licensee. They should not confer any right to claim regularization in CONCOR AIR LTD for whatsoever reasons.
- 10.10 The successful tenderer shall at all times during the contract indemnify CONCOR AIR LTD against all claims that may be made under the following under mentioned acts or any statutory modifications thereof. Further, the tenderer shall also maintain all registers and documents/records/notices etc as specified under the various acts includes following acts.

- (a) The Payment of Wages Act, 1936
- (b) The Minimum Wages Act-1948

**Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)**

- (c) The Factory Act, 1948
- (d) The Workmen's Compensation, 1923
- (e) The Employees Provident Fund Act, 1952
- (f) The Contract Labour (Regulation and Abolition) Act, 1970
- (g) The Payment of Bonus Act, 1965
- (h) The Payment of Gratuity Act, 1972
- (i) The Equal Remuneration Act., 1976
- (j) The Employees State Insurance Act, 1948
- (k) The Industrial Disputes Act, 1947 & The Employment of Children Act, 1938
- (l) The Service tax Rules 1994
- (m) The Child Labour (Prohibition & Regulation) Act-1986
- (n) The Shops & Establishment Act
- (o) Any other laws that will be applicable to licensee

**11. GENERAL:**

- 11.1 The canteen will work for catering services (24 x7) during office hours on all working days as mentioned herein above. The Terminal Manager will specify the working hours if needed. The canteen will also function on Saturdays, Sundays and closed /public holidays.
- 11.2 Room-services from the canteen /service point to administrative offices, CONCOR AIR LTD'S Warehouse Offices, & Other Customers' offices within the Santacruz Air Cargo Terminal premises, or any other new location that will come up during the contract period will be required to be extended by the licensee, if required and no extra charge for such services will be payable.
- 11.3 The licensee will ensure that hazardous or inflammable or any other intoxicating materials are not stored in the canteen premises.
- 11.4 The licensee/licensee shall not sub-let or assign the license /contract or use of the space provided to any other person /firm for running the canteen. He shall not allow any body to reside in the licensed premises and shall not use the same or any part of it for stocking or keeping goods/articles/liquors other than those needed for use in the canteen. The licensee shall not stock or sell any alcohols/intoxicants/tobacco related products such as liquor, co-caine, Gutka, pan-masala, cigarettes, pan etc. within the said premises. The licensee shall also not stock or sell any products which are banned by law.
- 11.5 The licensee cannot be permitted to make any structural changes or additional structures and alterations to the premises which were allotted to him on leave & license basis without written approval of CONCOR AIR LTD. The licensee shall not stock or sell any spirituous liquor, co-Caine, opium or any other intoxicants within the said premises.
- 11.6 The licensee shall display the rate list along with items and its quantity at canteen area.
- 11.7 The licensee shall raise the monthly Bill in respect of Food/Tea etc consumed by CONCOR AIR LTD within 1<sup>st</sup> Week of Previous month Bill for payment. Limit for raising the Bill would be 3 months from completion of month and if not raised within 3 months, it will be deemed that Licensee waived his right to claim the Bill. However licensee can make reference to CONCOR AIR LTD-CEO/CAL- who will review the case based on the reasons given by the licensee and pass the orders accordingly.
- 11.8 The barren premises as indicated herein above is being provided to the successful tenderer by CONCOR AIR LTD for running the canteen without furniture and fixtures. If the contract is awarded, the successful licensee shall have to use his own furniture, fixtures & utensils etc., with prior approval of the CONCOR AIR LTD The equipment's/furniture /machines shall be located /arranged within the space allotted to them. If needed CONCOR AIR LTD may direct them to as to how to arrange the furniture etc. During the operation of the contract, the licensee has to arrange the proper maintenance and upkeep of all the facilities provided in the

(Signature of the Tenderer with seal)

Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

- premises such as plumbing, electrical fittings/connections.
- 11.9 The premises so provided will be on Leave and License basis only on payment of monthly License fee being finalized through this tender & agreed upon between the Licensee & CONCOR AIR LTD. The licensee will not have any right over the said premises. After successful completion of contract period, the furniture/fixtures/utensils (Whatever the licensee brought in) can be taken back without damaging the CONCOR AIR LTD property and subject to the conditions that the licensee has to fulfill all the conditions/statutory compliance etc. mentioned in this tender.
- 11.10 **Vacation of Premises:** Upon expiry of contract period or termination of contract as the case may be, the licensee shall vacate the premises peacefully and handover the premises to CONCOR AIR LTD in a same peaceful manner when CONCOR AIR LTD handed over the premises to the licensee. In case of damages/ any shortfall observed in the premises/ fittings, the licensee has to rectify/make good the same or else the proportionate cost will be recovered from the licensee.
- 11.11 In case of termination of contract for unsatisfactory performance the licensee should not claim to complete the entire tenure of the contract on the account investments made etc.
- 11.12 The licensee has a bare permission only to run a canteen in the CONCOR AIR LTD premises during the contract period and nothing contained in this document shall be construed as demise in law of the said CONCOR AIR LTD premises or any part thereof and shall not give any legal title or interest to the licensee.
- 11.13 CONCOR AIR LTD will have every right to inspect and oversee functioning of canteen in all respect, with a view to ensure hygiene and efficient services as well as in regard to fulfillment of terms and conditions of this contract.

**12. SAFETY:** The Licensee shall take adequate precautions and install sufficient fire equipment in the allotted space and the staff so deployed should be trained to minimize the damage in case of any mishap. On the other hand the Licensee shall also indemnify CONCOR AIR LTD against loss/damage to CONCOR AIR LTD/third party property as a result of any mishap in the premises of the Customer Food Plaza in the premises of Santacruz Air Cargo Terminal. CONCOR AIR LTD shall not be responsible for any loss damage to Licensee's property and any death/fatal accidents to his employees.

**13. VALIDITY OF OFFER:** The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the date of opening of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR AIR LTD. If the tenderer fails to observe or comply with the said stipulation, the amount of Earnest money as mentioned in the document shall be liable to be forfeited by CONCOR AIR LTD.

**14. ACCEPTANCE OF TENDER:**

1. The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Chief Executive Officer, CONCOR AIR LTD-Mumbai, who does not bind himself to accept the lowest /highest or any other tender.
2. Acceptance of tendered rates will be communicated by E-mail or Formal letter of acceptance of tender
3. The tender document in which tender is submitted by a tenderer shall become the property of CONCOR AIR LTD and CONCOR AIR LTD shall have no obligation to return the same to the tenderers.

**Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)**

4. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
5. On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR AIR LTD shall be communicated to CONCOR AIR LTD within three working days.
6. CONCOR AIR LTD shall not give any intimation to the unsuccessful bidders about the factor the rejection of their tender. CONCOR AIR LTD also is not bound to give the reasons for such disqualification.

**15. EXECUTION OF CONTRACT DOCUMENT:**

- 15.1 The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief Executive Officer, CONCOR AIR LTD, Mumbai, in person if it is proprietor firm or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall be appeared and execute the contract documents as per Annexure-B (On Non judicial stamp paper of Rs.100/-) within 15 days of the date of issue of communication of award of contract from the CONCOR AIR LTD 's office and start the work from the date indicated in the LOI. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit besides any other action that CONCOR AIR LTD might take as per Terms and Conditions stipulated in this document.

**16. EXIT CLAUSE:**

CONCOR AIR LTD will also have the Liberty to seek a cause of termination of contract by serving an advance 30(thirty) days' notice against licensee in case there are strong business reasons for it doing so as determined by its management.

**17. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF:**

- a. The licensee shall carry out the services at the locations as indicated in the tender as per the direction of CONCOR AIR LTD. In addition, in the event of unsatisfactory service or any failure at any time on the part of licensee to comply with the terms and provisions of this contract to the satisfaction of CONCOR AIR LTD (who shall be the sole judge and whose decision shall be final, the licensee shall be liable to be fined up to Rs. 1000/- per incident and amount to be paid immediately by the licensee. Terminal In charge /Santacruz Air Cargo Terminal is the competent to impose the penalty by issuing a letter to the licensee referring to the nature of violation and if reply is not satisfied, the licensee may be imposed penalty or warned as per the discretion of terminal in charge- Santracruz Air Cargo Terminal. However an appeal against imposition of such fines can be preferred by the licensee to the Chief Executive Officer/CAL, who will review the case & pass the order which should be binding up on both the parties.
- b. The licensee shall at all times ensure that his performance is satisfactory, falling which CONCOR AIR LTD shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the licensee. In such cases CONCOR AIR LTD shall be at the liberty to carry on the work under this agreement through any other agency and all the expenses incurred on this account shall be at the sole risk and responsibility of the licensee and shall be recovered from any money due to him or from his security deposit/BG referred to in this agreement.
- c. Further, in case of repeated failures/unsatisfactory performance on part of licensee, it shall be open for CONCOR AIR LTD to give a show cause notice to the licensee seeking reply for such repeated failures/unsatisfactory performance within 14 days and in case of CONCOR AIR LTD being not satisfied with the reply of the licensee, the contract can

be terminated. In the event of such termination of the contract, CONCOR AIR LTD shall be entitled to forfeit the security deposit /BG as it may consider fit. Note: Imposition of penalty and issue of warning letters on three or more occasions during last six months can be reckoned as repeated failures/unsatisfactory performance on the part of the licensee.

- d. The CEO/CAL, CONCOR AIR LTD is the final authority who shall be empowered to consider review /remission/rescind/alter/modification of imposition/waiver of the above- mentioned penalties on any account either in part or in full at his sole discretion.

## **18. ARBITRATION**

- 18.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed as per detailed guidelines contained in the Arbitration and Conciliation (Amendment) Act, 2015.
- 18.2 If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to act for any reason, the same will be dealt as per detailed guidelines contained in the Arbitration and Conciliation (Amendment) Act, 2015.
- 18.3 Subject as aforesaid, the provisions of the Arbitration and Conciliation (Amendment) Act, 2015, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- 18.4 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award.
- 18.5 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 18.6 The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- 18.7 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 18.8 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 18.9 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 18.10 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 18.11 In case of any disputes or differences between the parties hereto, the court at Bombay/Mumbai shall alone have jurisdiction to entertain the suit/arbitration award.



Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

19. **Dispute:-** (1) Every dispute , differences or questions which may at any time arise between the parties hereto or any person claiming under them or arising out of or in respect of this agreement or subject matter shall be referred to the Chief Executive Officer, CONCOR AIR LTD and his decision shall be final and binding on both the parties. Any other matter relevant to this tender but not covered in the contract shall also be decided by making reference to him (CEO/CAL) and his decision shall be final and binding.
- (2) Any legal proceedings in respect of any matter of claim or dispute arising out of this tender, that can be instituted in appropriate Courts/ Tribunals / Forums in Mumbai only, which shall have sole and exclusive jurisdiction to try any cause/ dispute.

**20. GENERAL:**

01. Any clarification in regard to the meaning or intent or interpretation of any of the provisions/clause/sentence of the terms & conditions mentioned in this tender document shall sought from Chief Executive Officer, CONCOR AIR LTD whose decision in the matter shall be final and binding by the both the parties.

ALL THE TERMS AND CONDITIONS LISTED IN THIS TENDER DOCUMENT HAVE BEEN READ CAREFULLY & HAVE BEEN UNDERSTOOD AND ARE ACCEPTED BY ME/US.

(Name & Signature of the Tenderer)

Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

**ANNEXURE-A**  
**SCHEDULE OF RATES (SOR)**  
**(FINANCIAL BID)**

**TENDER FOR PROVIDING CATERING SERVICES AT CONCOR AIR LTD SANTACRUZ AIR CARGO TERMINAL (SACT)-MUMBAI.**

To,  
The Chief Executive Officer,  
CONCOR AIR LTD,  
Santacruz Air Cargo Terminal.  
Near Milan Subway Bus Stop,  
Western Express Highway,  
CTS. No 2085, Vile Parle (East)  
Mumbai-400099.

Sir,

Sub:-Quoting Monthly License Fee for Providing Barren (Empty Space) for Providing Catering Services at CONCOR AIR LTD / Santacruz Air Cargo Terminal (SACT) Mumbai, on Leave & License basis.

Ref:-Open tender No No. CAL/SACT/CANTEEN/02/2021

I/We have gone through the terms & conditions of the tender document and understood the conditions of the tender and I/We hereby submit my/our offer for monthly license fee for Providing Catering Services at Santacruz Air Cargo Terminal (SACT)-Mumbai, is as under:-

Sr. No.	Description	Rate(In figure) per month License fee (excluding GST)	Rate in Words per month License fee (excluding GST) to be quoted
1.	Monthly License Fee for the Barren (Empty Space), admeasuring 374 sq.ft at Santacruz Air Cargo Terminal (SACT)in the premises of CONCOR AIR LTD	Rs.....	Rupees-----

**NOTE :**

1. The bidder shall note that the minimum monthly license fee to be quoted shall not be less than Rs. 37,000/- per month (excluding GST). If quoted below Rs. 37,000/- (excluding GST), their bid will not be considered.
2. In case difference in figures and words, the rate quoted in words will be considered as final.
3. The Tender will be evaluated on the basis of the highest license fee offered by the Tenderer subject to fulfillment of the conditions mentioned in the tender form.
4. Before quoting the rate, tenderers are advised to visit the Santacruz Air Cargo Terminal (SACT) to make themselves conversant with the location of canteen premises where catering services are required to be provided.
5. In addition to the monthly license fee, the tenderer is required to pay electricity charges, water charges on monthly basis as per the actual consumption. GST as applicable shall be paid by the licensee.

All the terms & conditions of tender are acceptable to us.

(Signature of the Tenderer))  
**Name of the Company with Seal:**

(Signature of the Tenderer with seal)

Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

ANNEXURE-B (Draft Agreement)

AGREEMENT FOR PROVIDING CATERING SERVICES AT CONCOR AIR LTD / SANTACRUZ AIR CARGO TERMINAL-MUMBAI.

Contract Agreement No:

Date: -----

An agreement made this day of ----- Month, Two Thousand and Twenty One between Concor Air Limited, (CAL), A Govt. of India Enterprises and a company registered under Indian Companies Act,1956 having its registered Office at CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110001 (Which expression shall mean and includes its successor or successors in Office and assigns) representing herein by the -----, CONCOR AIR LTD, Near Milan Subway Bus Stop, Off. Western Express Highway, CTS. NO 2085, Vileparle (east), Mumbai-400099 (hereinafter called Company) of the one part AND M/s -----, represented by----- (hereinafter called the "Licensee" which expression shall mean and to include his/their respective heirs, executors, administrators and assigns) on the OTHER PART FOR THE PURPOSE OF PROVIDING CATERING SERVICES AT **SANTACRUZ AIR CARGO TERMINAL-Mumbai** ON THE RATES, TERMS & CONDITIONS, ANNEXURE ETC SPECIFIED IN ENTIRE TENDER DOCUMENT No dated

AND whereas the company accepted the offer of contract for "Providing Catering Services at SANTACRUZ AIR CARGO TERMINAL - Mumbai, by M/s----- for the use of CONCOR AIR LTD Customers /Staff etc as per the contents of the TENDER DOCUMENT No -----dated----- finalized under this contract. Similarly, the Licensee has also accepted the offer extended by CONCOR AIR LTD for the same work to be carried out as per the Tender document referred above vide acceptance letter No----- dt --.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

In consideration of the monthly license fee to be made by the licensee(Tenderer) to the licensor(CONCOR AIR LTD) for occupation of space provided by the licensor on Leave & License basis, the Licensee shall duly perform the said operations in the said TENDER DOCUMENT and shall execute the same with great promptness, care and diligence in the manner to the satisfaction of CONCOR AIR LTD and will carry out the work in accordance with the terms & conditions of this contract from ----- to----- and will observe, fulfill and honor all the conditions therein mentioned (which shall be deemed) and taken to be part of this contract as if the same had been fully set forth therein).

In consideration of the due provisions, execution and completion of the said works, the licensee does hereby agree to pay the license fee as decided under this tender to the company and such other sum or sums as may become payable to the company (CONCOR AIR LTD) towards loss, damage to the company's equipment materials, plant and machinery liquidated damages, if any as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

IN WITNESS THEREOF, the said parties have herewith set their hands the day and year first above written.

LICENSEE

For and on behalf of CONCOR AIR LTD.

WITNESS  
(NAME, SIGNATURE & ADDRESS)

1. ....  
.....

2. ....

WITNESS  
(NAME, SIGNATURE & ADDRESS)

1. ....  
.....

2. ....

**ANNEXURE-C  
SPECIMEN OF BANK GUARANTEE**

1. In consideration of CONCOR AIR LTD., acting through the Chief Executive Officer CONCOR AIR LTD, Near Milan Subway Bus Stop, Off. Western Express Highway, CTS No. 2085, Vile Parle (east), Mumbai-400099-, having its registered office at 'CONCOR Bhavan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [ M/s ..... ] (hereinafter called the said Licensee) to [Name of tender] and also running the canteen at Santacruz Air Cargo Terminal-Mumbai on its behalf on the Terms and conditions of the agreement dated [.....]. made between [ .....and ..... ] on production of a Bank Guarantee for [ .....], We [Name of Bank] Bank promise to pay to CONCOR AIR LTD., an amount not exceeding [Rs..... only] against any loss or damages caused to CONCOR AIR LTD., by reason of any failure of the licensee to fulfill the terms & conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief Executive Officer , CONCOR AIR LTD, Mumbai, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the CONCOR AIR LTD., by reason of any failure of the said licensee to perform the contract as per terms & conditions of the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs ]
3. We [ Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the CONCOR AIR LTD., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the CONCOR AIR LTD., or until the end of ---- Years and ----- months from the date of issue (whichever is later) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the CONCOR AIR LTD., within four months from the date of aforesaid agreement.
5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR AIR LTD. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the CONCOR AIR LTD. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the CONCOR AIR LTD., that the CONCOR AIR LTD., shall have the fullest liberty without our consent and without affecting in any manner out of obligations

Tender for Appointment of Licensee for Providing Catering services at Santacruz Air Cargo Terminal (SACT)

hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the CONCOR AIR LTD., against the said licensee and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said licensee or for any bearance, act or commission on the part of the CONCOR AIR LTD., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the CONCOR AIR LTD., in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
  - a. be limited to a sum of [Rs .....].
  - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before .....

OFFICER'S SIGNATURE WITH BANK SEAL

Date: