

Sl. No	Page No	Reference Clause No	Reference Clause	Amendment
1	4	Validity of Bid (7)	One year 365 days from the date of opening of Techno-Commercial Bid.	The validity of price bid shall be 03 month from the date of opening of Techno Commercial Bid.
2	17	Stock Items (22)	Any items which are not available at caterer premises and requires to be brought out from the local market for catering operations, it will be billed as cost price of the item up to 5% of the mark up price. However the stock position to be maintained with the Successful Bidder may varies as per the number of flight	Any Bought out item quantity will be shared in advance and shall be billed on the cost of procurement plus 5% mark up as per the RFQ document.
3	18	Penalties (25- ii)	If any item, forming part of the menu being uplifted, is found to be below AAAL's standard/quality or less in quantity/weight, AAAL reserves the right to deduct the payment for the entire quantity of such items supplied on that flight and deduction of 50% (fifty percent) of the handling charges of the affected flight.	Based on the severity of the lapse in the quality/quantity post investigation, the AAAL holds the right to implement the suggested Penalties as per the RFP.
4	18	Penalties (25- iii)	Substitution of meal service items and/or failure to uplift/provide any meal service items that as per the terms and conditions of the Contract should have been catered by the Successful Bidder would attract the following penalty:	Any substitution of meal services due to unavoidable circumstances will be intimated to the airlines well in advance at least 24 hours in advance in writing and the suggested substitution may be implemented post written approval from the airlines.
5	18	Penalties (25- vi)	In case of any complaints received from the passengers of the flights or from crew of the flight regarding poor quality/ less quantity of meals than specified, no payment will be made for the entire uplift of subject item/meal of the affected flight after proper investigation of the incident.	Any deduction in this regard will be solely on the investigation report of the items if the food served onboard is not up to the mark as specified by the airlines the deduction shall be made as per the said clause in RFP.
6	18	Penalties (25- vii)	in case of any complaints received from the passengers of the flights or from crew of the flight regarding any foreign bodies/contaminated items, found in any meal or component of a meal, no payment will be made for the entire uplift of subject item/meal of the affected flight and deduction of the handling charges of the affected flight	The penalty clause will sustain as specified. Since the retrieval from the Aircraft is done by the caterer, it is the responsibility of the caterer to ensure the said retrieval is taken back in a suggested secure way for further investigation.

7	18	Penalties (25- viii)	In the event of any of the food component uplifted is found to be stale i.e., it has gone rancid or has fungus or emits foul smell etc., AAAL shall deduct the payment for the entire quantity of such items/s supplied on the flight and the handling charges thereof of the affected flight. If entire meals uplifted on a flight are found to be stale i.e., it has gone rancid or has fungus or emits foul smell etc. and passengers could not partake the same, then entire catering bill of the affected flight will be deducted and his performance will be noted for future	Such error is considered quite grave and severe in the catering services .Hence the penalty as per the RFP to be applicable. Further the retrieval from the Aircraft is done by the caterer; hence the caterer to ensure the said retrieval is taken back in a suggested secure way for further investigation.
8	19	Penalties (25- ix)	Item(s) uplifted/provided beyond expiry date by the Successful Bidder will attract a deduction of the entire uplift of such item/s and the entire handling charge of the affected flight.	Such service lapse is considered quite grave and severe in the catering services. Hence the penalty as per the RFP to be applicable. Further the retrieval from the Aircraft is done by the caterer; hence the caterer to ensure the said retrieval is taken back in a suggested secure way for further investigation.
9	19	Penalties 25(xvii)	In case of any damages/claims arising out of any catering related item of the affected flight. Successful bidder shall bear all the cost including litigation fees, advocate fee and claims etc.	All such liabilities and claims shall be borne by the caterer who, if desires can further reach out to their insurer.
10	20	Payment to Successful Bidder & Invoice(26 vii)	AAAL shall settle the bills (for all satisfactorily completed Services) of the successful bidder within 60 (sixty) days from the date of receipt of invoice.	Can be mutually discussed at the time signing the contract.
11	20	Payment to Successful Bidder & Invoice(26 viii)	In respect of any disputed amount of an invoice, the amount that is not disputed of such invoice shall be paid by AAAL while the amount under dispute will be retained by AAAL. In the event the amount under dispute becomes payable, the time for payment (60 days from receipt of invoice) shall commence from the date on which the dispute has been resolved.	Payment terms can be mutually discussed and agreed at the time of signing the contract.

12	20	Recovery of Sum/S Due(28 i)	AAAL reserves the right to recover from the Security Deposit of the Successful Bidder, any loss or damage caused to plant / equipment / machinery / building or any other property of AAAL by negligence or due to any other reason of Successful Bidder's employee / equipment / machinery, whatsoever	The liability remains with the caterer who if desires can reach out to their insurer. Uninsured items need to be shared and agreed by AAAL prior to signing of the contract.
13	20	Payment to Successful Bidder & Invoice(26 iv)	Settlement of the bills will be as per the total number of passenger meals (if any) / Crew Meals and additional items (if any) provided as per the airline requirements	Settlement of the bills shall be as per the meal confirmed by the Airlines within the stipulated time.
14	21	Meal Requirement (29 iii)	In the event that meals are not provided by the Successful Bidders, within the stipulated period of time, damages shall be levied on the Successful Bidders for the same as per the applicable penal clause.	Time of 90 minutes is accepted as per the conditional exigencies.
15	21	Meal Order Cancellation Provision (30 i)	AAAL shall be entitled to cancel meal orders 4 (four) hours before the departure of its flight/ Aircraft without incurring liability for payment or any other liability to the Successful Bidder.	Acceptable for 06 hours, however any lapse in the quality due to the increased preparation time will incur the said penalty based on the lapse. No charges shall be applicable if cancelled within 06 hours for non perishable items and neither would any handling/additional charges will be applicable.
16	21	Meal Order Cancellation Provision (30 ii)	When such cancellation of meal/orders takes place by AAAL between 2 (two) and 4 (four) hours before the stipulated time of departure of the concerned flight/Aircraft, AAAL will be liable to pay fifty percent (50%) of the perishable food items only.	Provision of meal cancellation between 3 to 6 hours is accepted and deduction of 50% on perishable food items will remain in force.
17	21	Meal Order Cancellation Provision (30 iii)	In case of cancellation within 2 hours of the stipulated time of departure of concerned Flight/Aircraft, AAAL will be liable to pay One Hundred percent (100%) cost of the perishable items only	Time of 03 hours is accepted for meal cancellation from the time of departure , AAAL will be liable to pay One Hundred percent (100%) cost of the perishable items only.

18	31	Responsibility of successful Bidder (31 ii)	In the event that AAAL has to undertake alternate arrangements due to dissatisfaction with the supplies/ Services provided by the Successful Bidder or for any reason as attributable to the Successful Bidder, the entire cost of such supplies and services obtained for the flights by AAAL shall be fully reimbursed to AAAL together with a service charge of 25% by the successful bidder. Further the Successful Bidder shall be liable for any/all damages, risk, loss etc. that AAAL may incur on account of such default of the Successful Bidder.	The clause will remain in force to ensure implementation of contract obligations.
19	32	Scope of work (1 1.i)	The Caterer shall provide samples of prepared items and/or samples of raw materials used by them as and when called upon to do so, free of charge. One free meal sample for every type of meal (Breakfast/Lunch/Dinner/Hi Tea Snacks) uplift shall be made available for the inspection by the Airline/Catering Personnel/Deptt on requirement basis free of charge. In cases of persistent doubt/misgivings; the Caterer Shall provide a second sample free of cost.	Food samples out of any quality/quantity issue may be given free of cost as a when required by the Airlines. Also you may note that the Airlines will be asking for the additional sample in case of persistent doubts/misgivings.
20	32	Scope of work (1 1.9)	The Supplies for all makes and brands of raw materials/supplies to be purchased by the Caterer in the performance of its Catering Service, shall be selected by the Caterer, however, if certain brands/makes are specified by the Airline, the Caterer shall obtain and provide the same without any extra charge. The Airline reserves the right to inspect all such raw materials/supplies provided/used by the Caterer from time to time and the Caterer shall find alternatives, irrespective of the cost to be borne by the Caterer as and when such supplies provided by the Caterer do not meet with the Airline's Meal Schedules, Specifications and Satisfaction	The clause will remain in force however any additional requirement from the regular arrangement will be mutually agreed between the parties.

21	33	Scope of work (1.11)	Caterer shall provide at its cost microbiological report of food items and water, based on International Airline Standards as and when required by the airline.	If In house lab reports meets all the regulatory parameters and has the requisite licenses then the same shall be acceptable, however the Airline reserves the right to get the said sample tested by the third party which meets the desired standards of the airlines. The test report of the airlines shall hold good if not otherwise refuted by the caterer.
22	33	Scope of work (1.20)	The Caterer shall provide the Nutritional and Calorific Value of each Menu item Provided (For VVIP / Special Flight movement) as and when required by the Airlines.	If it's outsourced and essentially required, AAAL will bear the cost.
23	33	Scope of work (1.20)	Any promotional material/ catalogues as per the airlines requirement needs to placed free of cost in the meal trays/food boxes as per Airline's instructions as and when required.	The clause will remain in force as these are additional services only for the promotion purpose and don't involve any onboard sales, shall be taken into consideration as when required.
24	28	Termination of Agreement (34 iv)	The whole Agreement or any part thereof can be terminated by AAAL with thirty days (30 days) advance written notice to the successful bidder and with Three (3) months advance written notice by the Successful Bidder to AAAL, without assigning any reason.	Agreed.
25	33	Annexure 6	Acceptance of terms and conditions.	The said document is an integral part of the tender submission documents within the defined timelines.