



PROPERTIES & FACILITIES DEPARTMENT
OLD AIRPORT, KALINA, MUMBAI-400 029

TEL: 2626 5670/5563 FAX: 26157130, WEB SITE: www.airindia.in

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

NAME & ADDRESS OF THE CONTRACTOR:

TELEPHONE NOS.

OFFICE:

RESIDENCE:

MOBILE:

E-Mail ID:



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

TENDER NOTICE

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

Air India Limited invites sealed tenders from Mumbai based Technical Consultancy / Technical Facilities Management Companies / Technical Manpower Supply Agencies/Firms to provide Comprehensive Professional Services (Technical) for contracting & execution of various Electrical, Mechanical & Air-conditioning Engineering maintenance/minor project works in various Buildings / Housing Colonies, etc. of Air India, in Mumbai & Western Region. The companies experienced in the above fields & complying with the Eligibility Criteria need only submit their offers for the subject work. The offers of the bidders, who do not comply with these requirements, shall not be considered for the work. The particulars are as follows & as mentioned in the subsequent sections of the tender.

This tender shall consist of the following documents:

- a) Tender Notice
- b) Important Note (Procedure for submission of tender)
- c) Acceptance Letter
- d) Undertaking for Service Tax
- e) Eligibility Criteria for Pre-qualification of Bidder
- f) General Conditions of Contract
- g) Additional Conditions of Contract
- h) Special Conditions of Contract
- i) Service Provider's Obligations, Liabilities & Responsibilities
- j) Scope of Services
- k) Formats (3 nos.)
- l) Schedule of Fees
- m) Declaration

Estimated Cost: Rs.19.30 lakhs.

Date of Tender

Opening:

- (i) Sealed envelope No. 1 (containing Eligibility Criteria Documents for pre-qualification, Tender Processing Fee, Earnest Money Deposit & Acceptance Letter)
- (ii) Sealed envelope No. 2 (Financial Bid only).
The date of opening of financial bids will be intimated only to those companies who qualify as per the Eligibility criteria.

TENDER NOTICE

Earnest Money Deposit: Rs. **38,600/- (Rupees Thirty Eight Thousand Six Hundred only)**
(By Pay Order or demand Draft only, in the name of Air India Ltd., payable at Mumbai).

Security Deposit: **10 %** (Ten Percentage) of Work Order Amount to be deposited with AIL within
15 days of issue of award of of contract.

Periodicity of acceptance of bills from consultant: Monthly

Likely period for payment of bills from consultant: Up to 2 months

The tenders may be downloaded from our web site www.airindia.in (Tenders – Air India Tenders) and the completed tender documents may be submitted with Tender Processing Fees of Rs.1000/- (Rupees One Thousand only), non-refundable **in** the form of Pay Order / Demand Draft, in the name of Air India Ltd., payable at Mumbai, in the envelope no. 1 of the tender set.

The hard copy of full set of Tender documents (54 pages) duly completed and signed (in envelopes no. 1 & 2) must reach the office of the Dy. General Manager, Air India Ltd. Properties & Facilities Dept., Old Airport, Kalina, Santa Cruz (E), Mumbai – 400 029, before 3.00 P.M. **on 30-03 -2017**, in sealed **Envelope No. 1** (containing Eligibility Criteria documents for pre-qualification, Tender Processing Fee, Earnest Money Deposit & Acceptance Letter) and sealed **Envelope No. 2** (containing only Financial Bid), super scribing the name of work and tender no. as mentioned in the Tender Notice.

The Envelope no. 1 of the bids will be opened on the same day at 15.30 hours in the office of the Dy. General Manager, Air India Ltd., Properties & Facilities Dept., Old Airport, Kalina, Santa Cruz (E), Mumbai – 400 029, in the presence of any intending bidders who may wish to be present.

The date of opening of Envelope No. 2 will be intimated only to those companies who qualify as per the Eligibility criteria, within a fortnight period. During this fortnight, the bidders may be requested to submit some additional documents, if required. If the requested documents are not received within the date of opening of 2nd envelope, the financial bid envelope of those bidders will not be opened. The date of opening of 2nd envelope will not be changed in any circumstances and Air India's decision on this count will be final and binding on all bidders. However, the Earnest Money Deposit of bidders those who are not qualified for the financial bid, will be returned.

Air India Ltd. reserves to itself the right to accept or reject any tender either in whole or in part without assigning any reason for doing so and does not bind itself to accept the lowest or any tender.

Thanking you,

AIR INDIA LTD.

sd/-

(Abhay Londhe)

Regional Head – P&FD (WR)



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

IMPORTANT NOTE (PROCEDURE FOR SUBMISSION OF TENDER)

The tender for the subject work shall be submitted in two separate sealed envelopes i.e. **Envelope No. 1 (Eligibility Criteria for pre-qualification) and Envelope No. 2 (Financial Bid)**. The bidders are required to convey in writing in the "Acceptance Letter" which shall be issued in duplicate along with the tender, their unconditionally acceptance to Air India's Tender Terms & Conditions in its entirety. In the alternative, the bidder shall convey in the "Regret Letter" their inability to bid for the said tender and assign reasons for the same, as has been mentioned hereinabove.

The bidders are also required to give an undertaking on "Service tax". It shall be the responsibility of the bidder to submit the "Acceptance letter" and pro-forma of "Undertaking on Service tax" from the issuing authority, along with submission of the tender (in envelope No. 1).

Envelope No. 1 SHALL NOT CONTAIN ANY OTHER DOCUMENTS EXCEPT THE FOLLOWINGS: -

"Envelope No. 1" to be submitted under separate sealed envelope super scribed "Acceptance of Air India's Tender Conditions regarding Tender for "Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18." and bearing on the bottom left corner the name, address & contact details of the bidder. The envelope no. 1 will contain the following: -

1. Tender Processing Fees of **Rs.500/- (Rupees Five Hundred only)**, non-refundable, in the form of Pay Order / Demand Draft.
2. Payment of Earnest Money Deposit.
3. "Acceptance letter" duly filled in with signature & stamp of the bidder.
4. Appropriate Undertaking of Service Tax, duly filled in with signature & stamp of the bidder.

IMPORTANT NOTE (PROCEDURE FOR SUBMISSION OF TENDER)

5. Supporting documents of the Eligibility Criteria for Pre-qualification of the bidder.
6. All other documents and information about Establishment details mentioned in the Eligibility Criteria for Pre-qualification of bidder, like registration of PF, ESIS, etc.

ENVELOPE No. 2 SHALL NOT CONTAIN ANY OTHER DOCUMENTS EXCEPT THE FOLLOWING: -

“Envelope NO. 2” will contain only the entire Tender document duly filled in with the rates and amount in the Schedule of Fees, Declaration and super scribed “Financial offer for “Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18” and bearing on the bottom left corner the name, address & contact details of the bidder. All the pages of the Tender should be signed with stamp.

Both the sealed Envelope Nos. 1& 2 shall be submitted separately. Tenders will be opened in the presence of any intending bidders who may wish to be present at the time on the date and at the place indicated.

Only the sealed Envelope No. 1 shall be opened first & scrutinized for acceptance of their pre-qualification and to consider their financial offer sealed in Envelope No. 2

It is understood and agreed by the bidders that only those bidders, who have submitted Envelope No. 1 and who qualify as per the Eligibility Criteria, are eligible for further consideration. Pursuant to the approval of Envelope No. 1, Envelope No. 2 containing their Financial bid for the subject work shall then be considered for the opening. The bidder is not entitled to make any claim against Air India Ltd. for non-selection in this regard.

Those bidders who do not fulfil the above requirements of Envelope No. 1 or Envelope no. 2 , shall be rejected.

SIGNATURE OF BIDDER WITH RUBBER STAMP



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

ACCEPTANCE LETTER

To,
The Dy.General Manager,
Air India Ltd.,
Properties & Facilities Department,
Old Airport, S' Cruz (E),
MUMBAI – 400 029

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

We hereby unconditionally accept the tender terms and conditions in its entirety for
Tender No. : **TENDER NO.: PFD/WMC/E&M/01/07 DATED 20/01/2017**

We also confirm that payment of Earnest Money Deposit has been made in the form of DD/ Pay Order and the same is enclosed.

We understand that if RATES against each item of Schedule of Fees are not WRITTEN in both, FIGURES as well as in WORDS, the tender will STAND REJECTED.

Date : _____

Place : _____

SIGNATURE OF THE BIDDER WITH RUBBER STAMP



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

UNDERTAKING FOR SERVICE TAX

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

I / We, _____, having our official address at _____, hereby confirm that our Service tax Registration No. with Central Board of Excise and Customs is _____.

We also confirm that our rates are exclusive of Service tax and we shall claim the applicable Service Tax separately in our Running/Final bills. We also undertake the responsibility of payment of Service tax claimed from Air India Ltd. to the appropriate authority of Service Tax. Air India Ltd. shall not bear any liability whatsoever for any failure on our part to make said payments as may be required from time to time, and we undertake to keep Air India Ltd. indemnified on this count.

OR

I / We, _____, having our official address at _____ hereby confirm that we will submit our Service Tax Registration No. with Central Board of Excise and Custom to Air India Ltd. before the submission of our Bill.

In case we fail to submit that same, Air India Ltd. may withhold our payment. We also confirm that our rates are exclusive of Service Tax and we shall claim the applicable Service Tax separately in our Bill. We also undertake the responsibility of payment of Service tax claimed from Air India Ltd. to the appropriate authority of Service tax . Air India Ltd. shall not bear any liability whatsoever for any failure on our part to make said payments as may be required from time to time, and we undertake to keep Air India Ltd indemnified on this count.

Place:

Date:

SIGNATURE & SEAL OF THE BIDDER



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION OF BIDDER

Air India Limited invites sealed tenders from Mumbai based Technical Consultancy / Technical Facilities Management Companies / Technical Manpower Supply Agencies/Firms to provide Comprehensive Professional Services (Technical) for contracting & execution of various Electrical, Mechanical & Air-conditioning Engineering maintenance/minor project works in various Buildings / Housing Colonies, etc. of Air India, in Mumbai & Western Region. The companies experienced in the above fields & complying with the Eligibility Criteria need only submit their offers for the subject work. The offers of the bidders, who do not comply with these requirements, shall not be considered for the work.

The details for the following are to be submitted along with the documentary evidence in the **sealed Envelope no. 1** of the tender, as mentioned in the Important Note of the tender document.

- (i) The bidder should have Minimum Experience of 3 (Three) years in the field. The details of company registration, Income Tax particulars, Service Tax Registration, Provident Fund & ESIS Registration are to be submitted.
- (ii) The bidder should have done at least ONE work (of similar nature) costing not less than **80% of estimate cost of this work** in the last five years.
OR
- (iii) The bidder should have done at least TWO works (of similar nature) costing not less than **60% of estimate cost of this work** in the last five years.
OR
- (iv) The bidder should have done at least THREE works (of similar nature) costing not less than **40% of estimate cost of this work** in the last five years.
- (v) Bidders should have Annual Financial turnover during the last 3 years at least 30% of the estimated cost.
- (vi) The bidder shall provide the details of the team to be deployed for the work in order to establish the capability of the team to undertake the subject work.

ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION OF BIDDER

- (vii) The bidder must have to depute 05 (Five) Diploma/Degree holder Engineers in Electrical / Mechanical Engineering Field, having a minimum of 3 (three) years' experience (after acquiring diploma) or a minimum of 1 (one) year experience (after acquiring degree) in various electrical, mechanical and air-conditioning maintenance / construction works with ability in Microsoft Office (Word & Excel). Even if the deputed engineers are of higher qualifications, they shall have a minimum of 3 / 1 years' experience respectively after acquiring the diploma/degree. Their engineering education qualifications shall be approved by the AICTE. They also shall be within the maximum age of 40 (Forty) years, as on date of publication of this tender.
- (viii) The bidder shall submit the establishment details along with the above, in the following format on their letter head.

ESTABLISHMENT DETAILS		
1	Name of company, address, tel. Nos., Fax No. & e mail id	
2	Whether Proprietorship / Partnership / private Ltd. Co	
3	Proprietor's / Partners' / Directors' technical qualifications, with years of experience. (copy of certificate to be attached in envelope no. 1)	
4	Name, E mail ID & Mobile No. of proprietor / working partners / Chief of the co.	
5	Name, designation, E mail ID & mobile No. of authorized person for day-to-day contacts	
6	Details of registration with Govt. / semi-Govt. / PSU – Name of organization where registered, Category & Class of registration & maximum value of work carried out, to be mentioned (copy of registration certificate to be enclosed in envelope no. 1)	
7	Details of similar works carried out with various organisations mentioning the name of organisation, name of work, value of work, duration of work, along with certificates for satisfactory completion of work	

ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION OF BIDDER

ESTABLISHMENT DETAILS		
8	Solvency Certificate – Minimum value of solvency certificate shall be 40% of estimated cost. The solvency certificate shall be obtained from a Nationalized / Scheduled Bank. (Name of bank, branch address, date of issue of Solvency certificate to be mentioned). (Copy of solvency certificate to be enclosed in envelope no. 1)	
9	Financial turnover details for the last three years (copy of IT Returns, PAN, and statement from authorized Chartered Accountant to be enclosed in envelope no. 1)	
10	Service Tax Registration No. (copy of Service Tax Registration Certificate to be enclosed in envelope no. 1)	
11	Provident Fund & ESIS Registration No. (copy of Provident Fund & ESIS Registration Certificate to be enclosed in envelope no. 1)	

I/We hereby certify that the details given above for the purpose of Eligibility Criteria for pre-qualifications are correct & true to the best of my/our knowledge.

Place:

Date:

SIGNATURE & SEAL OF THE BIDDER

NOTE: -

1. The bidders are required to respond to queries, if any, from Air India Ltd. during the period between openings of Envelope Nos. 1 & 2.
2. Number of Technical personnel for works at various locations of Air India will be provided, based on periodicity of the maintenance schedule and on works demand basis, by the Engineers-in-Charge/Sr. Officers of Air India.

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CONDITIONS OF CONTRACT

GENERAL DIRECTIONS

All entries in the Tender Documents must be made in ENGLISH. They must be hand-written in legible handwriting and must not be TYPED.

Submission of a Tender by a bidder implies that they have read the Tender Documents and has made themselves aware of the scope and Specifications, Drawings, etc. of the work to be done and of conditions, rates and other factors bearing on the execution of the project management consultancy.

A bidder should quote in figures as well as in words of rates tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and words. Erasures and alterations must be avoided, but if made unavoidably while pricing the schedule of quantities, the wrong figures and words must be neatly scored out under the initials of the bidder and the correct figures and words neatly re-written but not over-written, **OVERWRITING IS NOT PERMITTED**. In case of figures the words Rs. should written before the figure of Rupees and the letter 'P' after the decimal figures; e.g. Rs. 2.15 P and in case of words, the words Rupees should precede and words Paise should be written at the end. Unless the rate is in whole rupees and followed by the word only, it should invariably be up to two places of decimal.

Errors in the schedule of quantities shall be dealt with in the following manner:

In the event of a discrepancy between the rates quoted in words and the rates in figures the former shall prevail.

In the event of an error occurring in the amount column of the schedule of quantities as a result of the wrong multiplication of the unit rate and the quantity, the unit rate shall be regarded as firm and the amount of the item shall be amended on the basis of the rate.

All errors in the totalling in the amount column and in carrying forward the totals shall be corrected.

CONDITIONS OF CONTRACT

Any omissions, to include in the totals, to carry forward the prime cost sums and the percentages thereon, or the provisional sums, shall be corrected. If no percentage on prime cost sum is quoted the percentage shall be taken as NIL.

The Tender total shall be accordingly amended except that there shall be no rectification of any errors, omissions or wrong estimate, in the prices inserted by the bidder in the schedule of quantities against each item.

Sales Tax, Sales Tax on Works Contract, or any other tax, levy, octroi, excise, etc., but except Service Tax, on any element in respect of this Contract shall be payable by the bidder and the Company will not entertain any claims whatsoever in this respect.

The Tender for works shall remain open for acceptance for a period of ninety days from the date of opening of tenders, which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period. If any bidder withdraws their tender before the above period or makes any modifications in the terms and the conditions of the Tender which are not acceptable to the competent authority, then the competent authority shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

No additions/alterations which are made by the bidder in the drawings, Specifications or probable quantities accompanying this notice will be recognized and if any alterations are made, the Tender will be invalid.

No pages of the Tender shall be removed or replaced or added. The Tender documents are not transferable.

The bidder shall bear all expenses in connection with the submission of their tender.

The Tender for the work shall not be witnessed by any other bidder who themselves is bidding for this Tender. Failure to observe this condition shall render the Tender of the bidder bidding as well of those witnessing the Tender liable to rejection.

Tender drawings, if not issued along with the Tender to individual bidder, can be inspected in the office of the Company.

Tender drawings are generally indicative of the *type* of work and are meant only for the general guidance of the bidders. The actual work will have to be carried out as per the working drawings to be progressively furnished in stages during and according to the progress of the work. These drawings may be revised from time to time to incorporate the requirements, final design changes and to suit the site conditions encountered during the progress of the work. The bidders will not be entitled to any claim or compensation on the plea that the details indicated in the working drawings differ from those shown in the tender drawings.

CONDITIONS OF CONTRACT

Bidders are requested to note that if they have got firms in different names, they should submit the quotation in the name of only one firm, which is registered and approved by Air India Ltd.

Air India Ltd. reserves the right of accepting the whole or any part of the Tender and bidder shall be bound to perform the same at his quoted rates.

Air India Ltd. reserves to itself the right to accept or reject any tender either in whole or in part without assigning any reason for doing so and does not bind itself to accept the lowest or any tender.

It will be open to Air India Ltd. to renegotiate the terms with lowest (L1) of the bidders with a view to bring down the rates quoted and/or keeping in view the quality/nature of work involved. In case of credit Tender the negotiations shall be held with the highest (H1) bidder to increase the quoted rates.

On acceptance of Tender, Earnest Money will be treated as part of the Security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit.

The bidder, whose Tender is accepted is bound to execute a formal agreement with Air India Ltd. in accordance with the draft agreement. This liability under the Contract shall commence from the date of written order to commence work whether the formal agreement is drawn or not. The bidder shall bear all expenses in connection with the execution of the said agreement including fees for stamping and registration of documents as required.

The successful bidder must co-operate at no extra cost to the Company with the other contractors appointed by the Company so that work shall proceed smoothly with the least possible delay and to the satisfaction of the Company.

The work lies in Restricted Areas and the Contractor's special attention is drawn to Clause No. 9 of the Additional Conditions of Contract regarding compliance with the Security Rules and Regulations.

The bidder/consultant shall comply with the provisions of applicable labour laws to their employees deputed for this work.

1.1.0 DEFINITIONS:

1.2.0 The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Company and the bidder/service provider together with the documents referred to therein including these conditions, the Specifications, schedule of quantities, designs, drawings and instructions issued from time to time by the competent authority, any officer authorized by the competent authority, the General Manager of Properties and Facilities or the Engineer-In-Charge and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

CONDITIONS OF CONTRACT

- 1.2.0 In the Contract the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
- 1.2.1 The expression "Works" or "Work" shall unless there be some-thing either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- 1.2.2 The "Site" shall mean the land and/or other places on, into or through which the work is to be executed under contract or any adjacent land, path or street though the work is to be executed under contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract work.
- 1.2.3 The "Company" shall mean the "Air India Ltd." constituted under Company Act of 1956 and having its registered office in New Delhi and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2.4 The term "**Bidder**" shall mean the one who has signed the Tender and submitted the quotation in response to this Tender.
- 1.2.5 The "Service Provider" shall mean the individual or firm or company whether incorporated or not, undertaking this contract and shall include the legal personnel representatives of such individual or the persons composing such firms or company, or the successors of such Firms or Company and the permitted assigns of such individuals or firm or Firms or Company.
- 1.2.6 The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking various contract works with Air India under different contract agreements or as petty works.
- 1.2.7 The "Competent Authority" shall mean the "General Manager, Properties and Facilities Department of the Company.
- 1.2.8 The "Engineer-in-Charge" (EIC) means the authorized representative appointed by the Competent Authority who shall coordinate and liaise with the Service Provider.

- 1.2.9 The "Contract Sum" shall mean in case of item-rate Contracts, the cost of the works arrived at after multiplication of the quantities shown in the Schedule of Quantities by the items rates quoted by the Consultant/Bidder for the various items, including rebates, if any.
- 1.2.10 A "DAY" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.2.11 "Excepted risks" are risks due to riots (other than among Contractor's labour/employees) and civil commotion (in so far as both these are un-insurable), wars (whether declared or not), invasions, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government., damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which the Consultant has no control and accepted as such by the Competent Authority or causes solely due to use or occupation by the Company of the part of works in respect of which certificate of completion has been issued.
- 1.2.12 "Market Rate" shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at site when the work of extra/deducted work executed plus the percentage of 20% (Twenty percent) to cover all overheads and profits.
- 1.2.13 "Schedule" referred to in these conditions shall mean the relevant schedule(s) annexed to the Tender documents /papers issued by the Company or the Standard Schedule of Rates, prescribed by the Company and the amendments thereto issued from time to time.
- 2.0.0 Where the context so requires words imparting the singular only also include the plural and vice versa.
- 3.0.0 Headings to these Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretations or constructions thereof, of the Contract.
- 4.0.0 **SCOPE AND PERFORMANCE:**
- 4.0.1.1 The Service Provider shall be furnished free of charge, two certified copies of the Contract Documents and of all further drawings, which may be issued during the progress of the work. He shall keep one copy of these documents on the site in good condition/ order and the same shall at all reasonable times or as and when demanded, be available for inspection and use by the Engineer- in-Charge, his representatives or by other inspecting officers.

CONDITIONS OF CONTRACT

- 4.1.1 None of these documents shall be used by the Service Provider for any purpose other than that of this Contract.
- 4.1.2 The Service Provider shall take necessary steps to ensure that persons employed by the Service Provider on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923(XIX of 1923) applies to them and shall continue to do so even after the execution of such works under the Contract.
- 5.0.0 The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of, and for, and in the full and entire execution and completion of the works in accordance with good practice and recognized principles.
- 6.0.0 The Service Provider is advised to inspect, examine the site, access to the site, its surroundings and acquaint themselves generally with all prevailing conditions, for entering into a contract and for proper execution of the work in time before submitting his tender. They shall obtain all necessary information as to risks, contingencies and other circumstances which may affect or influence submission of their Tender. No extra charge consequent on any misunderstanding or otherwise shall be payable to the Service Provider.
- 7.0.0 The Service Provider shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of their tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.
- 8.0.0 The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale, additional conditions of contract in preference to conditions of contract, and special conditions of contract in preference to additional conditions of contract.
- 8.1.0 In case of discrepancies between the schedule of quantities, the specifications and/or the drawings thereof, the following order of preference shall be observed.
- 8.1.1 Description of items in the schedule of quantities.
- 8.1.2 Particular Specifications, if any.
- 8.1.3 Drawings
- 8.1.4 General Specifications.

CONDITIONS OF CONTRACT

8.2.0 Any error in descriptions, quantities or rates in the schedule of quantities, or any omissions there from shall not vitiate the Contract or release the Service Provider from the execution of the whole or any parts of the work comprised therein according to drawings and specifications or from any of his obligations under the contract .

1.0.0 SAFETY CODE :

9.1.0 The Service Provider shall at their own expenses arrange for the Safety provisions as appended to these conditions or as required by the Engineer-In-Charge in respect of all employees directly or indirectly employed by the Service Provider for performance of the works and shall provide all facilities in connection therewith. In case the Service Provider fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the Service Provider.

10.0.0 DUTIES AND POWERS OF ENGINEER-IN-CHARGE AND HIS AUTHORISED REPRESENTATIVES AND OTHER OFFICERS FROMCOMPANY

10.1.0 The duties of the Representatives of the Engineer-In-Charge are to coordinate and observe the progress of work and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by the Company or to make any variations in the works except when authorized by the Engineer-In-Charge as provided in Clause 10.2.0.

10.2.0 The Engineer-In-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in him and shall furnish to the Service Provider a copy of all such written delegations of powers and authorities. Any written instructions or written approval given by the representative of Engineer-In-Charge to the Service Provider within terms of such delegations shall bind the Service Provider and Company as though it had been given by the Engineer-In-Charge.

10.3.0 If the Service Provider shall be dissatisfied with any decisions of the representative of the Engineer-In-Charge they shall be entitled to refer the matter to the Engineer-In-Charge who shall thereupon confirm, reverse or vary such decisions.

11.0.0 WORK DURING NIGHT OR ON SUNDAYSAND HOLIDAYS

11.1.0 Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorized Holidays without the permission in writing of the Engineer-In-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Engineers of the Service Provider shall immediately advise the Engineer-In-Charge accordingly.

CONDITIONS OF CONTRACT

12.0.0 INSTRUCTIONS

- 12.1.0** Subject as otherwise provided in this contract, all notices to be given on behalf of the Company and all other actions to be taken on its behalf may be given or taken by the Engineer-In-Charge or any Officer for the time being entrusted with the functions, duties and powers of the Engineer- In-Charge.
- 12.2.0** All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Service Provider shall be deemed to have been served on the date when in the ordinary Course of post these would have been delivered to him.
- 12.3.0** The Service Provider's Engineer shall be in attendance at the site during all working hours and shall supervise/superintend the execution of works, as the Engineer-In-Charge may consider necessary. Orders given to the Service Provider's Engineer shall be considered to have the same force as if they have been given to the Service Provider themselves.
- 12.4.0** The Engineer-In-Charge shall communicate or confirm his instructions to the Service Provider's Engineer in respect of the execution of work in a "work site order book" maintained in the Office of the Engineer-In-Charge and the Service Provider's Engineer shall confirm receipt of such instructions by signing the relevant entries in the book.
- 12.5.0** Any instructions issued by the Engineer-In-Charge orally shall be of no immediate effect but shall be confirmed in writing by the Service Provider's Engineer to the Engineer-In-Charge within seven days and if not dissented from in writing by the Engineer-In-Charge to the Service Provider's Engineer within 7 days from receipt of Consultant's Confirmation, shall take effect as from the expirations of the latter said seven days.
- 12.6.0** Provided always that (a) if the Engineer-In-Charge within seven days of giving such oral instructions shall himself/herself confirm the same in writing, then the Service Provider's Engineer shall not be obliged to, to confirm as aforesaid, and the said instructions shall take effect as from the date of Engineer-In-Charge's confirmation. and (b) provided that if neither the Service Provider's Engineer nor the Engineer-In-Charge shall confirm such oral instructions in the manner and at the time aforesaid, but the Service Provider's Engineer shall nevertheless comply with the same then the Engineer-In- Charge may confirm the same in writing at any time prior to the issue of the Final Certificate and the said instructions shall thereupon be deemed to have taken effect on the date on which it was issued.

CONDITIONS OF CONTRACT**13.0.0 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE.**

13.1.0 If at any time after acceptance of the Tender the Company shall decide to abandon or reduce the Scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-In-Charge shall give notice in writing to the effect to the Service Provider and the Service Provider shall have no claim to any payment of Compensations or other issues whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

14.0.0 TERMINATION OF CONTRACT FOR DEATH

14.1.0 If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies and if the Service Provider is a partnership concern and one of partners die then unless the competent authority is satisfied that that the legal representative of the individual Service Provider or of the proprietor of the Proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Competent Authority shall be entitled to cancel the contract/terminate the contract as to its incomplete part without the Company being in any way liable for payment of any compensations to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of the contract. The decision of the Competent Authority that the legal representatives of the deceased Service Provider or the surviving partners of the Service Provider's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Provider's firm liable in damages for not completing the contract.

15.0.0 CANCELLATION OF CONTRACT IN FULL OR PART

15.1.0 If the Service Provider

CONDITIONS OF CONTRACT

- a) at any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the Engineer-In-Charge or
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-In-Charge, or
- c) shall offer or give or agree to give to any person in Company's service or to any other person on his behalf any gift or considerations of any kind as an inducement or reward for doing or for bearing to do or for having done or fore borne to do any act in relation to obtaining or execution of this or any other contract for the Company, or
- d) shall obtain a contract with the Company as a result of cartel tendering or other non-bona-fide methods of competitive tendering or
- e) shall obtain/enter into a contract with the company in connection with which commission has been paid or agreed to be paid by him to his knowledge, unless the particulars of any commission and the terms of payments thereof have previously been disclosed in writing to the Competent Authority/Engineer-In-Charge or
- f) Being an individual or if a Firm, any partner thereof shall at any time, being adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidations or composition (other than a voluntary liquidations for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or compositions or arrangement for the benefit of his creditors or purport so to do, or if any applications -e made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditor or
- g) Being a Company shall pass a resolution or the court shall make an order for the liquidations of its affairs or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture- holders to appoint a receiver or Manager, or
- h) Assigns, transfers, attempts to assign, transfer or subject the entire works or any portion thereof without prior approval of the Competent Authority.

CONDITIONS OF CONTRACT

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Company by written notice cancel the contract as a whole or only such items of work in default from the Contract.

15.2.0. The Competent Authority on such cancellations shall retain the amount of Earnest Money Deposit submitted by the Service Provider.

16.0.0. **SUB-CONTRACTS:**

16.1.0 The whole of the contract shall be executed by the Service Provider to whom the contract is entrusted and the Service Provider shall not directly or indirectly transfer, assign or underlet the contract or any part/share thereof or any interest therein without the prior written consent of the Competent Authority and no undertaking shall relieve the Service Provider from the full and entire responsibilities of the Contract or from active superintendence of the contract during the progress.

17.0.0 **CHANGES IN CONSTITUTION**

17.1.0. Where the Service Provider is a partnership firm, prior approval in writing of the Competent Authority shall be obtained before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Service Provider enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the C Service Provider. If prior approval, as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of condition 16.1.0. thereof and the same action may be taken and the same consequence shall ensue as provided for in the said condition 16.1.0.

18.0.0 **PAYMENT OF RUNNING ACCOUNT BILLS:**

18.1.0. Running Account bills shall be submitted by the Service Provider at the intervals of every calendar month. The Engineer-In-Charge shall then arrange to have the bill verified.

18.2.0. Payment of Running Account Bills for amount admissible shall be made on the Engineer-In-Charge certifying the sum to which the Service Provider is considered entitled by way of interim payment for the following;

CONDITIONS OF CONTRACT

- 18.2.1. All services done, after deducting there from the amounts already paid, the amounts as may be deductible or recoverable in terms of the Contract.
- 18.2.2. The amount admissible shall be paid within time limit specified.
- 18.2.5. Any Running Account Bill given relating to the services done may be modified or corrected by the subsequent Bills or by the Final Bill. No payment shall of itself be conclusive evidence that any services done to which it relates is/are in accordance with the Contract.
- 19.0.0. **OVER PAYMENTS AND UNDER PAYMENTS:**
- 19.1.0. Whenever, any claim for the payment of a sum of money to the Company arises out of or under this contract against the Service Provider the same may be deducted by the Company from any sum then due or which at any time thereafter may become due to the Service Provider under this Contract and failing that under any other contract with the Company or from any other sums due to the Service Provider from the Company which may be available with the Company or from their Security Deposit or they shall pay the claim on demand .
- 20.0.0. **ARBITRATION AND LAWS:**
- 20.1.0 “Any dispute whatsoever arising between the parties out of, or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by conciliatory arbitration in accordance with the Rules of Arbitration of the “SCOPE” (Standing Conference of Public Enterprises) Forum of Conciliation and Arbitration and the award made in pursuance thereof shall be binding on the parties”. The venue of arbitration shall be at Mumbai, India and it shall be referred to a Single Arbitrator to be appointed by the Scope Forum of Conciliation and Arbitration, Government of India. The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.
- 21.0.0 The Service Provider’s Engineers shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawing, specifications and other contract documents taken together whether the same may or may not be particularly shown on the drawings or described in the Schedule of Quantities/Fees etc., provided that the same can be reasonably inferred there from. No extra charges in respect of extra work shall be allowed unless they are clearly outside

the spirit and meaning of the contract or unless such works shall have been ordered in writing by the Engineer-In-Charge.

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

CONDITIONS OF CONTRACT

22.0.0. DRAWINGS

- 22.1.0. The contract drawings, if any, together with the specifications and other contract documents are intended to show and explain the manner of executing the works and to indicate the type and class of materials to be used. The Service Provider's Engineer shall perform all works including any urgent and temporary works, fully contingent on the work, in substantial and acceptable manner in accordance with the contract documents and in accordance with such further explanatory drawings, details and instructions as may, from time to time, be given by the Engineer-In-Charge.
- 22.2.0 If on handing over the site or at any time thereafter during the execution of the works, the Service Provider's Engineer considers that any drawing/information necessary for the execution of the work has not been provided and/or any other matter which affects the progress of the work, he shall immediately, inform the Engineer-In-Charge in writing giving all details.
- 22.3.0. Shop drawings of scaffolding, staging, or of any other work related to this contract, bar bending schedule, etc. prepared and submitted by the contractor for execution of the work shall be checked by the Service Provider's Engineer and submitted to EIC, well in advance to the Engineer-In-Charge to permit scrutiny, corrections, re-submissions and final approval without causing any delay in the construction work. It shall be noted that the bar bending schedules and shop drawings shall be reviewed only for strength and not for numbering of or dimensional accuracy of fit.
- 22.4.0 The Service Provider's Engineer shall scrutinize and submit to the Engineer-In-Charge, drawings and details of formwork and staging to be used for temporary works, submitted by the contractor of the construction work. Such submission shall be well in advance of the execution of the items concerned so that the Engineer-In-Charge/ reviewing agencies shall have adequate time to examine the proposals. The Engineer-In-Charge/reviewing agencies may however approve the system or instruct the Service Provider's Engineer to make modifications therein. Such modifications also shall be checked by the Service Provider's Engineer.
- 22.5.0. Any shoring, strutting and timbering required for protecting the sides of excavation ensuring the safety of workmen and equipment shall be checked by the Service Provider's Engineer. Adequate protective measures are to be instructed to contractor to see that the excavation for foundation, basement etc. does not affect or damage adjoining structures and services. All measures required for ensuring stability of excavation and safety of property and people in the vicinity shall be checked by the Service Provider's Engineer, they being responsible for any injury to life and damage to property caused by his negligence or accident due to the contractor's constructional operations.

CONDITIONS OF CONTRACT

23.0.0. Jurisdiction:

The construction, interpretation, validity and performance of this Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between Air India Limited and the Service Provider whatsoever shall be subject to the Jurisdiction of Mumbai Courts Only.

24.0.0. Force majeure:

Neither party shall be liable for delay in performing obligations or for failure to perform obligations if the delay results from any of the following (whether happening in India or elsewhere) force majeure, Act of God or any Governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall in so far as shall be practicable under the circumstance, complete performance of their respective obligations hereunder.

25.0.0 INSURANCE OF ENGINEERS OF SERVICE PROVIDER

25.1.0. Service Provider shall take appropriate insurance policy as per Employees Compensation Act 1923 & its revisions thereafter, for all Engineers under this contract, with a minimum wages of Rs.8,000/- per month per person and location/height of their work more than 9 (nine) metre. The Service Provider shall maintain all the records which are required to be maintained for any insurance claim. The Service Provider shall keep Air India indemnified against any claims by the engineers or their legal heirs of the engineers of the Service Provider for any incidents happened during the currency of this contract. A copy of the insurance document, valid till the expiry of this contract period, shall be submitted to Air India, before starting of the work.

25.2.0. The insurance premium amount of the above insurance policy will be reimbursed to the Service Provider, within a reasonable time after submission of the premium receipt to the Engineer in Charge.

I/we hereby declare that I/we have read and understood the "CONDITIONS OF CONTRACT and here by agree to abide by them.

DATE:

PLACE:

SIGNATURE OF BIDDER WITH THE RUBBER STAMP

PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

ADDITIONAL CONDITIONS OF CONTRACT

1. **Bidders should quote their rates of individual items and for rebate offered in figures as well as in words. If the rates are not quoted in words in addition to figures, such tenders will be rejected. Incomplete quotation in any form shall be rejected.**
2. The Service Provider's Engineers shall be conversant with the conditions, as per Air India Standard Booklets - "Conditions of Contract", "Key to Works", which may be may please be perused by the bidding Service Provider in Admin Office of P&FD, before submitting the quotation. Copies can be purchased, if desired. The Service Provider may also peruse the same in our Air India web site, "www.airindia.in" under PFD manuals.
3. Intending bidders are advised in their own interest to visit the different locations of Air India, where consultant's engineers are required to carry out the work and familiarise themselves with the site conditions before submitting their bids.
4. The Service Provider will not be entitled for any compensation due to enactment of any law regulation etc. on account whether the same is / are enforced by State / Central Govt. during the tenure of the contract, other than the Service Tax. Any other tax or levy, etc. on any elements in respect of this contract, shall be payable by the Consultant and Air India will not entertain any claims whatsoever in this respect. The Consultant's rates should cater for the same.
5. The quoted rates shall be exclusive of Service Tax. The running/final bill for the consultancy work should have service tax registration number printed or stamped on it and should show the amount of service tax separately (*at the prevailing applicable rate*).
6. The Service Provider shall produce documentary proof of service tax paid to Govt. authorities on completion of the subject tender, before the release of security deposit.

ADDITIONAL CONDITIONS OF CONTRACT

7. Air India Ltd. reserves to itself the right to accept or reject any tender either in part or in whole without assigning any reason for doing so & does not bind itself to accept the lowest or any tender.
8. The Service Provider & his employees, insofar as security is concerned, shall adhere to the rules, regulations & instructions of Security Dept. of Air India Ltd., & CISF and MIAL security at the airport premises. The Service Provider should also ensure that their employees do not loiter anywhere in the building other than the work site. Any action taken by Security Departments against the defaulters shall be Service Provider's responsibility.
9. All engineers deputed for this contract shall have 'Police Clearance/Antecedence Clearance Certificate' obtained from the Police Commissonerate of the area, where they normally reside. As all the different locations of Air India are 'Prohibited Areas', under the prevailing laws, Air India shall not issue the required entry permit to the personnel of the consultant without the Police Clearance/Antecedence Clearance Certificate'. Entire responsibility and expenses for getting these certificate lies with the Service Provider and all bidders may take note of this.
10. **E – MAIL ID & Mobile Phone No:** The Service Provider & deputed engineers shall have their E-Mail ID & mobile phone nos. for day to day communication. The effective communications will be through E-Mail & mobile phone. No extra payment shall be made for this. This E – mail ID & mobile phone no. shall be submitted latest by date of award of contract. The Service Provider & deputed engineers shall attend to the calls of the Engineer in Charge at any time of the day or call back at the earliest.
11. In the event of Air India incurring any liability by reason of any lapse and / or omission on the part of the Service Provider, the Service Provider shall, from time to time, and at all times, indemnify and keep indemnified Air India against all such liability including the cost thereof on Attorney and client basis.
12. **Purchase Preference Policy for PSE** : Preference shall be given for Products & Services offered by 'Public Sector Enterprises' as per prevailing orders of Govt. of India.

ADDITIONAL CONDITIONS OF CONTRACT

13. Various work permits for working at height, hot jobs, electrical supply, and welding job, as applicable for the job with reference to safety precautions will have to be obtained by the contractor from the regulatory sections Air India Ltd. and MIAPL (for works in airport area), before starting various works. Service Provider's engineers have to liaise with contractor and these regulatory sections, for speedy clearances.
 14. Every activity in connection with the subject work shall be carried out necessarily with the prior permission of Engineer-in-Charge or his representatives.
 15. The bidder is advised to sign the tender conditions and the person authorized to sign the tender should sign on all important pages including (i) Conditions of Contract (ii) Additional Conditions (iv) Last Page of Schedule of Quantities & (iii) Declaration Form.
 16. The Service Provider is required to procure adequate numbers of safety harness, helmets, shoes, hi – visibility vests etc. duly approved by EIC before commencement of work at their own cost and provide them to their engineers on duty.
- 17. SERVICE PROVIDER'S ENGINEERS/PERSONNEL:**
- (i) The Service Provider shall provide copies of the Educational Qualifications, Experience, and government approved photo identification & address proof, etc. of all personnel deputed for this contract to the Engineer in Charge, before the start of work.
 - (ii) In unavoidable circumstances, if the Service Provider's Engineers are to be changed, the same shall be informed to the EIC, well in advance. The present personnel shall get the newly deputed personnel sufficiently acquainted with the work, well before resignation/transfer from this contract.
 - (iii) All engineers deputed for this contract shall work in co-ordination with various Engineers in Charge (EIC) of various locations and other user departments of Air India and shall consult the EIC before instructing contractor to carry out any works for which any additional payment may have to be made, other than the routine periodical payments.
 - (iv) The engineers deputed for this contract will work on visit basis. One visit will consist of 8 (eight) hours of work in a day at the respective place of work. Generally, work will be carried on a 6 days a week basis.

ADDITIONAL CONDITIONS OF CONTRACT

- (v) However, such visit shall be paid only with the prior approval of the various Engineers in Charge (EIC) of various locations.
- (vi) The engineers of the Service Provider are liable to be asked to report at different locations of Air India in Mumbai on a day to day basis as per the requirements of Air India Ltd., by the Sr. Executives of Properties & facilities Department of Air India.
- (vii) Due to any reason what so ever, as per the instruction from the EIC, if any of the engineers deputed for this contract is required to be changed, the same shall be done by the Service Provider, at the earliest.
- (viii) Due to what so ever reasons, if the Service Provider fails to depute required numbers of personnel to the various locations of Air India, Engineer in Charge of the area where the Service Provider has failed to depute his personnel, is at his/her liberty to deduct an equal amount of 10 (Ten) percent of the amount quoted (under Schedule of Fees of this tender) for each visit of the category of personnel which the consultant has failed to depute. However, the total deduction under this contract shall not exceed 15.00 % of the contract value. This amount shall be deducted from monthly/final bills or from the Earnest Money Deposit of the Service Provider.
- (ix) Out of 5 engineers deputed for this contract, if any person is required to visit various Air India Establishments in different location in Maharashtra, Goa, Gujarat, Madhya Pradesh, etc., as per work requirements and as per instructions of the EIC, following extra payments shall be paid for such visits.
 - (a) Wherever possible, free air tickets shall be issued by Air India and wherever train tickets are to be taken, the 3 tier A. C. to and fro train fare will be reimbursed.
 - (b) The accommodation in such locations, if required, will be provided by Air India at Air India's cost. In case the accommodation is not provided by Air India the same shall be reimbursed maximum up to Rs. 1500/- per day.
 - (c) A consolidated amount of maximum up to Rs.750/- (Rupees Seven Hundred Fifty only) per day will be reimbursed towards transport, food, communication, etc.

ADDITIONAL CONDITIONS OF CONTRACT

18. Air India reserves the right to assess the services actually provided and the works carried out by other agencies / contractors, etc. and make the payment to the extent of the same.
19. The travel expenses towards any visits to Air India's contractor's fabrication site or material depot, etc., within Mumbai, Thane & Navi Mumbai will be borne by the Consultant.
20. The Service Provider shall bear all the cost of the transportation of the personnel deputed for this contract.
21. The Air India Ltd shall liaise with the Govt. Departments for statutory authorities' approvals. However, the Service Provider's Engineers shall provide all technical support, documentation, etc.
22. The Service Provider shall not be paid any sort of advances and no price escalation will be granted.
23. This contract may be terminated by both the parties by giving one month's notice and no claims shall be raised by both the parties. However, if the reasons given by the Service Provider are not reasonable enough in the opinion of the Competent Authority, Competent Authority shall be at his/her right to forfeit up to 25 % of the Security Deposit of the Service Provider. The decision of the Competent Authority in this regard will be final and binding on the Service Provider.

I/we hereby declare that I/we have read and understood the "ADDITIONAL CONDITIONS OF CONTRACT" and here by agree to abide by them.

DATE: -

Place: -

SIGNATURE OF BIDDER WITH THE RUBBER STAMP



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

SPECIAL CONDITIONS OF CONTRACT

(II) AIR INDIA'S RESPONSIBILITY:

- (i)** Air India shall provide the documents that may be required to complete the scope of services. The bidder understands and agrees that the responsibility of Air India Ltd. in this regard is restricted solely to making available the documents in the possession of Air India Ltd. Any additional information with regard to the scope of services that may be required by the bidder shall have to be mutually discussed between the parties upon the request of the bidder.
- (ii)** Air India shall process the payment for the services provided by the Services Provider.
- (iii)** Air India shall arrange conference / meetings on reasonable notice, if required.
- (iv)** Air India shall provide office space with desk top computers for the Service Provider's Engineers free of cost.

(v) CONFIDENTIALITY :

As a company policy, the Service Provide and the engineers of the Service Provider shall ensure strict confidentiality of the complete process, views and options expressed, all the data and information collected. The documents shall be the property of Air India Ltd. This obligation of confidentiality shall survive irrespective of whether the bidder chooses to bid for the said work or not, as well as whether the work is awarded to the bidder or not. Any breach of the said confidentiality obligation shall entitle Air India Ltd. to suitable remedies against the bidder.

SPECIAL CONDITIONS OF CONTRACT**(III) CONTRACT PERIOD :**

This contract is valid for a period of one year from the 15th day of the issue work order for this contract, unless it is curtailed or terminated by Air India. However, if mutually acceptable by both parties, the contract may be extended for further period of not more than one year, subject to the satisfactory performance at the same rates, terms & conditions. The bidder acknowledges and agrees that any such extension shall be granted at the sole discretion of Air India Ltd.

(III) FINANCIAL OFFER :

The terms & conditions for submission of financial offer shall be as under:

- (i) Air India shall pay a professional fee for the assignment as defined in the scope of services & Schedule of Fees.
- (ii) The Professional Fee shall be deemed to be inclusive of all out-of-pocket expenses i.e. any type of travel (road / rail), local conveyance, lodging, boarding, data collection, data procurement, communications etc. within Mumbai/Thane/Navi Mumbai and the bidder shall not be entitled to make any claim for any extra compensation whatsoever in this regard. However, the part of Service Tax to be paid by the Service Provider, as per the relevant Service Tax Laws, over the monthly bills as per "Schedule of Fees" will be paid to the Service Provider along with the running/final bills.
- (iii) Air India reserves the right to accept the financial offer of any one of the party in the matter of matching of bids, without assigning the reason for doing so.

(IV) MODE OF PAYMENT:

The details of visits of engineers deputed for this contract to various locations of AIL will be maintained in the offices of respective EICs. At the end of every month, the same will be sent by the respective EICs, duly certified to the main P&FD office at OAP for processing of consultant's monthly bills. The consultant will have to submit their monthly bills based on the consolidated visits compiled in the main P&FD office at OAP.

(V) VALIDITY OF THE OFFER:

90 days from the date of opening of the tender.

SPECIAL CONDITIONS OF CONTRACT**(VI) SECURITY DEPOSIT**

- (i) The successful bidder shall deposit with AIL, a Security Deposit @ 10 % of the contract amount within 15 days of issue of Work Order up to the period of contract. The Security Deposit may be accepted in the form of Bank Guarantee of an equal amount of a Nationalized / Scheduled Bank. The Earnest Money paid shall be refunded in view of the above.
- (ii) If the successful bidder is unable to deposit the above Security Deposit within 15 days of issue of work order, an amount equivalent to 10 % of each monthly bill will be deducted as security deposit, subject to a maximum of 10 % of the contract amount, including EMD.
- (iii) In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee shall be invoked in its entirety.
- (iv) Such Security Deposit shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations to the satisfaction of AIL within a period of 2 (Two) months after such completion.
- (v) In case of Bank Guarantee, the validity shall be for the entire Contract Period plus 2 (Two) months.

(VII) EXECUTION OF THE CONTRACT:

- (i) The **Successful** Bidder has to convey acceptance of the Contract in writing and within 7 working days to of AIL on receipt of the work order.
- (ii) The **Successful** Bidder has to execute an agreement of the all Terms & Conditions of the Contract on a **non-judicial Stamp Paper of Rs.200/-** within 15 days of their acceptance of the work order, which shall be duly notarized. Such Terms and Conditions should be in accordance with the terms and conditions mentioned in the Tender. The cost of the Stamp Paper and notarization charges shall be borne by the successful Bidder on their own.

SPECIAL CONDITIONS OF CONTRACT

- (iii) The successful Bidder before final commencement of services shall be required to give adequate briefing to their manpower regarding the services to be carried out without any liability to the AIL / with no charges. The same briefing is to be given by the Service Provider for every change of person throughout the contract period without any liability to AIL. AIL shall arrange to provide the initial familiarization to the personnel of the Service Provider.
- (iv) The successful Bidder shall ensure that while on duty, its staff / employees conduct themselves in an appropriate manner and shall not be under the influence of liquor or other intoxicants and in the event if any staff / employee is found to be under the influence of the same, AIL shall have the right to ask the successful bidder to replace the said staff / employee immediately.

I/we hereby declare that I/we have read and understood the “SPECIAL CONDITIONS OF CONTRACT” and here by agree to abide by them.

DATE: -

Place: -

SIGNATURE OF BIDDER WITH THE RUBBER STAMP

PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

SERVICE PROVIDER'S OBLIGATIONS, LIABILITIES & RESPONSIBILITIES

Compliance of labour laws:

- a. The Bidder shall be liable for due observation and implementation of all the statutory conditions or requirements of labour laws as applicable to his employees. The Bidder shall duly comply with all Central and State Acts, laws including Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable.
- b. The Bidder shall at all times indemnify and keep indemnified the Company against any / all claims under the Employees' Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel of the Bidder or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Bidder or not, who provided or provides the said Services under this Agreement.
- c. The Bidder shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Bidder shall further observe and comply with all Government Laws concerning employment of staff employed by the Bidder and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Bidder is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law.

SERVICE PROVIDER'S OBLIGATIONS, LIABILITIES & RESPONSIBILITIES

- d. The Bidder shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Bidder. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in Toto. The Bidder must ensure that within One Month from the receipt of LOI (letter of intent), they shall obtain Form-V from Air India Limited and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority. In the event of the Service Provider **claims that he is** not covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.
- e. The Bidder shall ensure that their firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus the bidder shall ensure that all the eligible employees are covered under these Acts.
- f. The Bidder while submitting bills to the Company as above, the Bidder shall also render **latest** documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by them in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the Company shall be withheld until such compliance. Copy of the format for details to be furnished is attached separately in this tender document.
- g. At no stage shall the employees of the Bidder be deemed to be employees of Air India Limited. The Bidder shall be liable not only to pay wages to his employees but overtime, any compensation, notice pay, gratuity or bonus as payable and the Principal Employer shall not be held liable for any obligation of the Bidder. Further the Bidder shall be responsible for providing facilities such as canteen, transport and medical to his employees as it shall not be binding on Air India Limited to provide these facilities to the persons deployed by the Bidder. The Bidder shall make arrangements to provide proper and valid identity cards to the employees.

SERVICE PROVIDER'S OBLIGATIONS, LIABILITIES & RESPONSIBILITIES

- h. In case, while on duty and during the course of engagement in the work premises of the Company under this Agreement, if any of the Bidder's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Bidder shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Bidder shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.
- i. The Bidder shall perform the work assignments to the best satisfaction of the Company. In case of unsatisfactory performance, intimation shall be given in writing to the Bidder and the Company reserves the right to cancel the Contract forthwith after due notice period. In that event the legal payments made to the workforce of the Bidder shall be fully recoverable from the Bidder from his Security deposit / outstanding bills.
- j. The Service Provider shall maintain proper record / register as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other acts, rules and other relevant enactments thereon. The Records / Registers shall be produced for Verifications / Inspections as and when required by Air India Limited. Air India Limited reserves the right and power to check regarding statutory payments of Wages, ESI, EPF, Service Tax, **as considered necessary**. The Bidder shall possess a valid license for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.
- k. The Service Provider shall be the employer of his personnel and Air India Limited shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
- l. It shall be sole responsibility of the Service Provider to settle disputes if any, rising out of the engagement between the Service Provide and the personnel engaged by them. The management of AIR INDIA LIMITED shall not in any way be responsible, in the event, the personnel approach to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For failure, the Service Provider shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIR INDIA LIMITED shall have no obligation towards them.

SERVICE PROVIDER'S OBLIGATIONS, LIABILITIES & RESPONSIBILITIES

- m. That the Bidder hereby confirms that the said Bidder, have registered their firm / company with each and every authority under all applicable provisions of law, requiring registration and Bidder further confirms that all licenses required under each and every applicable provisions of law had been granted to the said Bidder and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938 are being followed by the said Bidder in strict compliance thereof. The Bidder shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.
- n. All payments shall be made to the workmen deployed by Service Provider on a monthly basis within the time limit specified in every applicable statute/laws. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 7th of **the next** month. Payments are to be made each month in the presence of a nominated representative of the Management of the company. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.
- o. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance.
- p. The Bidder shall not engage any workmen below the age of 18 years. The Bidder shall produce age proof in respect of the workmen deployed by them.
- q. The Bidder shall indemnify Air India Limited at all times against any damages so caused to the Company on account of failure on the part of the Bidder to obtain such licenses and permission. The successful Bidder shall furnish an indemnity Bond as per format attached on a separate non-judicial stamp paper of Rs. 200/- duly notarized. Copy of the Indemnity Bond to be furnished is attached separately in this tender document.

SERVICE PROVIDER'S OBLIGATIONS, LIABILITIES & RESPONSIBILITIES

r. Whatsoever mentioned elsewhere in this tender, Service Provider shall make a minimum payment as given below, by Electronic Clearing System (ECS) of Bank or through other approved banking channels to the bank accounts to their Engineers.

1. Degree / Diploma holder Engineers with 1 (one) / 3 (three) years' experience – Rs.950/- per visit inclusive of all allowances.

Without the monthly salary receipt from the Engineers of the Service Provider in the proper registers and the proof of payment salary through bank and payment to the "Employees Provident Fund Organisation", payment to the Service Provider shall not be processed by AIL.

Indemnification

- a. The successful bidder shall indemnify AIR INDIA LIMITED against third party claims arising out of acts and deeds on the part of Service Provider's personnel deployed for the work. The successful bidder shall also indemnify to reimburse any loss or damage by its personnel to AIR INDIA LIMITED personnel or property including aircraft, machinery, equipment or buildings. In case, any such amount is not deposited / paid to AIR INDIA LIMITED, the same shall be deducted from Security Deposit / Bills / Future payments due to the successful bidder.
- b. In the event, AIR INDIA LIMITED pays or is made responsible to pay the compensation for / towards non-compliance of statutory and labour provisions / any other reason, the successful bidder shall indemnify and keep indemnified AIR INDIA LIMITED to the full compensation in this regard.
- c. In case of injury or loss of AIR INDIA LIMITED staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay AIR INDIA LIMITED employee or AIR INDIA LIMITED employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs shall also be borne and paid by the successful bidder.

SERVICE PROVIDER'S OBLIGATIONS, LIABILITIES & RESPONSIBILITIES

- d. The Bidder shall indemnify against any clauses elsewhere as referred to in this tender document which specifies so.

I/we hereby declare that I/we have read and understood the "SERVICE PROVIDER'S OBLIGATIONS, LIABILITIES & RESPONSIBILITIES" and here by agree to abide by them.

DATE: -

Place: -

SIGNATURE OF BIDDER WITH THE RUBBER STAMP



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

SCOPE OF SERVICES

Brief of Work:

Providing the subject services for technical support, financial control, contract back up, for various nature / types of works & maintenance from stages of preliminary activities, planning, designing, awarding of contracts, monitoring of works, Annual Contracts, submission of various reports, completion of the drawings, checking & verification of bills for payment to contractors, rectification of defects during defects liability period of the works carried out by other agencies.

Details of scope of work, Type of Services, Nature of Installations, Method of Execution of Works, Responsibilities and the Fees Payable etc. is given below :

- (I) Program management of works & Maintenance of various utilities. The contract documents indicating the details of various scope of works for which contractors/OEMs are awarded the works / maintenance contracts are available for reference in the respective offices of region.
- (II) To supervise & monitor all the works and Annual Contracts, at the locations, being executed by contractors /OEMs and Certification of measurements of such works & annual contracts.
- (III) To carry out the routine inspection of installations & submit the observations / recommendations including planning & arranging routine & preventive maintenance and shall take action for any repairs & breakdowns.

SCOPE OF SERVICES

- (IV) To suggest the rectifications, up-gradations, retro-fittings for the installations & prepare the Bill of Quantities for the same.
- (V) The compilation of details as may be necessary for the requisite Tenders / Quotations / Contracts from preparation of basic schemes, sketches, cost estimation, detail specification and all complete up to issue of Work Order, finalization of bills of contractors as per Air India's norms and advise on TDS and other deductions while settling the bills of the contractors & vendors. Shall also participate in the negotiation Meetings along with Air India representatives for all types of contracts.
- (VI) To certify the works carried out by the local contractors.
- (VII) Assistance & guidance so as to maintain I.E. Rule compliances
- (VIII) To do the associate misc. works.
- (IX) Experienced Technical personnel / Engineers of required expertise and experience will be deployed for the visits on requirement basis during the period of the contract.
- (X) Follow the procedure of contract management, compliance of policies and Rules & Regulations of Air India's norms & systems.
- (XI) Maintain the Inventory control system of the material received, consumed and balance for various types of works & Maintenance contracts.
- (XII) Maintain the Preventive Maintenance Register and break down Registers for all types of installations like Electrical sub-station equipments, DG Set, LT panels / switch gears, Air-conditioning plants, Cold storage plants, Fire Fighting & detections systems and follow up action with the Original Equipment Manufacturers/contractors, till rectification and put in service.
- (XIII) Certification of measurement & recommending running & final bill for maintenance of plants, equipments & installations and verification of the service record of such equipments and plants.
- (XIV) Monitoring of electrical consumption at bulk Electric Supply points & local energy meters at various locations in the offices / workshops for removal of the unauthorized connections, if any, and inform about the redundant meters of the areas not occupied & take action as per the instructions of Air India Ltd.

SCOPE OF SERVICES

Carry out the routine calibration check & validation of the metering system, diagnostics, trouble shooting of the metering system through other agency & get the defects removed, modifications & replacement at extra cost.

- (XV) Monitoring the parameters of electrical energy metering & certification of electricity bills of bulk electric supply for local energy meters of various offices & Workshops.
- (XVI) Carrying out Safety Audit on regular basis which includes for statutory compliances, maintenance practices, human safety & equipment safety. The Audit report with recommendation shall be submitted. However, the same should be a regular practice & interim reports on half yearly basis be submitted.
- (XVII) In case the services of any other consultancy firm/s & technical personnel required in their specialized field of knowledge, for the special works, the Works Management Consultant shall arrange for the same and will be paid extra within the rates accepted in this contract.
- (xviii) The Works Management Consultant shall regulate the required Technical Personnel on the work demand basis, during the emergencies, in various zones of Mumbai. charges will be paid on visit basis as quoted.
- (xix) A programme for visits shall be decided jointly with Air India Ltd. Deploy the following technical personnel on requirement basis during the monitoring and the execution of the work.
- (xx) Provide maintenance supports with 24 x 7 telephonic back up with them or their associates for the maintenance and emergency services.

I. NATURE OF INSTALLATIONS

Consider all aspects of following works pertaining to Building utilities, various local regulations, guidelines and advise of Air India Ltd. :

- Electrical Works / installations - Internal, External, main electrical supply (HT & LT), Sub-stations, Emergency Power supply, power distribution, switch gears, (HT & LT), ancillary works & DG sets.
- Diesel Generator set Maintenance & ensure the stock of consumables / Fuel
- Operating & condition monitoring of the Electrical part of Fire Alarm Systems, Fire Fighting Systems

SCOPE OF SERVICES

- Operating & condition monitoring of Lift installations
- Power supply systems & operating / condition monitoring of air-conditioning Plants, cold storages, package units, Ventilation System & other associated Low side works of HVAC systems.
- Water Supply Pumps, starters, De-watering Pumps starters, water Level Controllers etc
- Main power supply to Lifts
Signage Works and Repairs
- Inventory and Stock Register of loose items
- Special Equipments Maintenance
- Pre-monsoon Checks & Maintenance
- Scrappage Control & Disposals arising out of renovation and replacement
- Preventive Maintenance, condition monitoring, cost reduction activities, use of available material, waste material uses
- Legal aspects in the works
- Preparation of draft Fractional Work Orders under Term Contracts and other misc. Work Orders .
- Air India reserves the right to assess the services actually provided and the works carried out by other agencies / contractors / OEMs etc and make the payment to the extent of the same.

I/we hereby declare that I/we have read and understood the “SCOPE OF SERVICES” and here by agree to abide by them.

DATE: -

Place: -

SIGNATURE OF BIDDER WITH THE RUBBER STAMP



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

SPECIMEN OF INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____th Day of _____201____, by _____ having, it Registered Office at _____ herein after referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas _____(name of the Service Provider) shall enter into an agreement with Air India Limited, a Company hereinafter referred to as "AIL" incorporated in New Delhi under Companies Act, 1956 having, its Registered Office at Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110 001 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns) and whereas the Service Provider by means of an agreement shall provide Professional Services for various Civil Engineering maintenance/minor project works in Buildings/Hangars/Workshops/Housing Colonies, etc. of Air India, in Mumbai & Western Region.

1. In terms of Clause (a) under the "Service Provider's Obligations, Liabilities & Responsibilities" specified in the this tender document, the Service Provider agrees to undertake to keep AIL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws both Central and State.
2. In terms of Clause (b) under the "Service Provider's Obligations, Liabilities & Responsibilities" specified in the this tender document, the Service Provider agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour

SPECIMEN OF INDEMNITY BOND

Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.

3. It is further agreed that the Service Provider shall, within 15 days from the receipt of work order , obtain Form-V from Air India Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AIL at the time of commencement of the job.
4. It is further agreed that the Service Provider shall indemnify AIL against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Shops and Establishment Act, Factory rules Act, Payment of Bonus Act, Bombay Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/Muster Roll/Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by the Service Provider shall be maintained and produced as and when required by the AIL and/or any other third party including Government Agencies/Authorities.
5. The Service Provider further confirms that necessary ESI/PF payments in respect of the workmen engaged by the Service Provider shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIL against any claim/s and liabilities arising out of the contract during the validity of the contract.
6. The Service provider also confirms that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by the service provider shall be submitted to the AIL from time to time. The Service Provider also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Service Provider before any third party,

SPECIMEN OF INDEMNITY BOND

Government Agency/Authority. The Service Provider also confirms that the Service Provider shall maintain all records relevant to the record of ESI/PF deductions/deposits made and shall produce the same before the AIL as and when required and/or required by any third party, Government Agency/Authority.

- 7. The Service Provider hereby indemnifies and agrees to keep the AIL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by the AIL on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIL.

The Service Provider hereby indemnifies and agrees to keep the AIL indemnified, against any clause elsewhere as referred to in this tender document which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director/Proprietor/Representative.

Witness:

- 1.
- 2.

I/we hereby declare that I/we have read and understood the "SPECIMEN OF INDEMNITY BOND" and here by agree to abide by them.

DATE: -

Place: -

SIGNATURE OF BIDDER WITH THE RUBBER STAMP



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

FORMAT TO BE FILLED BY THE SERVICE PROVIDER

Self-Certification for payment of ESI / PF as per the format given below shall be submitted with the monthly bill.

"Certified that We,Service Provider, under Tender No TENDER NO.: PFD/WMC/E&M/01/07 DATED 20/01/2017

have made full (both employers and employees share) Contributions towards ESI / PF, in respect of personnel engaged by me / us under the said contract to ESI / EPF Commissioner on"

ESI Payment Details

Month	Total no. of workers engaged	Total workers covered under ESI	Total ESI payable @ 6.50 % (4.75 + 1.75 %)	Total amount of ESI paid	ESI paid vide challan dated	Remarks
Penalty payment if any for the month of _____ paid vide challan dated						
Total Rupees in words						

PF Payment Details

Month	Total no. of workers engaged	Total PF payable @ 25.36 % (13.36 + 12.00 %) of Basic & D. A.	Total amount of PF paid	PF paid vide challan dated	Remarks
Penalty payment if any for the month of _____ paid vide challan dated					
Total Rupees in words					

Signature of Service Provider

Name: _____

Stamp

Date

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

FORMAT TO BE FILLED BY THE SERVICE PROVIDER

Enclosures:

2. ESI Challan
3. PF Challan
4. Penalty Challan ESI/PF
5. List of workers engaged for AIR INDIA LTD for the month of _____
6. Muster roll for the month of _____
7. Wage Register / Bank clearance statement (if payment through ECS) for the month of _____

I/we hereby declare that I/we have read and understood the “FORMAT TO BE FILLED BY THE SERVICE PROVIDER” and here by agree to abide by them.

DATE: -

Place: -

SIGNATURE OF BIDDER WITH THE RUBBER STAMP



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

STANDARD DRAFT OF GUARANTEE FOR SECURITY DEPOSIT / BANK GUARANTEE

To,
The Western Regional Head,
Properties & Facilities Department,
Air India Ltd. Santa Cruz (E), Mumbai -29

WHEREAS (name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Tender No. PFD/WMC/E&M/01/07 dated 20/01/2017 to provide Professional Services for various Electrical and Mechanical(E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we Bank have agreed to give the service provider such a bank guarantee;

NOW THEREFORE, we Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

STANDARD DRAFT OF GUARANTEE FOR SECURITY DEPOSIT / BANK GUARANTEE

We, _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the AIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the AIL by reason of breach by the said Service Provider of any of the Term & Conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

We, _____ Bank undertake to pay to the AIL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under the contractor (s) shall have no claim against us for making such payment.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under the contractor (s) shall have no claim against us for making such payment.

We, _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the AIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the AIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before _____. We shall be discharged from all liability under this guarantee thereafter.

We _____ Bank further agree with the AIL that the AIL shall have the fullest liberty without our consent and without affecting in any manner without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or against the said Service Provider) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Service Provider

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

STANDARD DRAFT OF GUARANTEE FOR SECURITY DEPOSIT / BANK GUARANTEE

or for any forbearance, act or omission on the part of the Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with prior consent of the AIL in writing.

Dated

Dated the _____ day of _____ 20_____

For _____
(Indicate the name of Bank)



PROPERTIES & FACILITIES DEPARTMENT

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

Name of work: Providing Professional Services for various Electrical and Mechanical (E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

SCHEDULE OF FEES

The bidders are required to quote the Professional Fees in the following format in figures & words, as per Conditions of Contract, Additional Conditions of Contract, Special Conditions for Contract, Scope of Services, etc. all as mentioned in the Tender document. The payment shall be made as per Para IV - 'Mode of Payment' of "Special Conditions of Contract" of this tender document. The quoted rate/amount should be exclusive of Service Tax, which shall be paid extra, as applicable.

Sr. No.	Description of Technical Personnel	Number of Visits	Professional Fees Rate in (Rs.) per visit of 8 (Eight) hours, in figures & words	Amount (Rs.)
		(a)	(b)	(a) x (b)
1.	Providing Professional Services through 5 nos. Degree/Diploma holder engineers in Electrical/ Mechanical Engineering field having a minimum of 1 (one) / 3 (three) years' experience (after acquiring degree/diploma), respectively, for Electrical, Mechanical & Air-conditioning Engineering maintenance / minor project works in various Buildings / Housing Colonies, etc. of Air India, in Mumbai & Western Region,	-----	-----	-----

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

SCHEDULE OF FEES

Sr. No.	Description of Technical Personnel	Number of Visits	Professional Fees Rate in (Rs.) per visit of 8 (Eight) hours, in figures & words	Amount (Rs.)
		(a)	(b)	(a) x (b)
(i)	as per Conditions of Contract, Additional Conditions of Contract, Special Conditions of Contract, Scope of Services, etc. of this tender document. (Rate in Figures & Words)	1320 visits		
Total (Rs.)				
Rebate, if any _____% (percentage in Words, _____)				
Grand Total (Rs.)				

Amount in Words:

(Rupeesonly)

NOTE : Service Tax payable by the Service Receiver, as per the relevant Acts & Rules, shall be paid to the Service Provider by Air India separately, along with the running/final bills. The Service Tax payable by the Service Provider is to be borne by the successful bidder. For comparison of tender bids, service tax will not be included and the quoted amount (exclusive of service tax) only will be compared.

Date:

Place:

SIGNATURE OF BIDDER WITH RUBBER STAMP



PROPERTIES & FACILITIES DEPT.

TENDER NO.: PFD/WMC/E&M/01/07

DATED 20/01/2017

DECLARATION

Name of work: Providing Professional Services for various Electrical and Mechanical(E & M) maintenance/minor project works in Buildings, Housing Colonies, etc. of Air India Ltd, in Mumbai & Western Region, for the year 2017-18.

1. I/We hereby declare that I/We have read and understood 'Eligibility Criteria for pre-qualification', 'Conditions of Contract', 'Additional Conditions of Contract', 'Special Conditions of Contract', 'Scope of Services', 'Service Provider's Obligations, Liabilities and Responsibilities', 'Specimen of Indemnity Bond', 'Format to be filled by the Service Provider', 'Standard draft of Guarantee for Security Deposit/Performance Bank Guarantee' and 'Schedule of Fees' etc. and hereby agree to abide by them. In token thereof I/We have signed below and at the end of Schedule of Fees. I/We also understand that otherwise this tender is liable to be rejected.
2. I/We understand that our Tender will not be considered, if the rates for items are not written both in FIGURES AND WORDS.
3. I/We hereby confirm that only the relevant entries asked for have been made within the Tender documents issued to us. I/We also confirm that in the event of any entry in this Tender document, other than the relevant entry, shall make this Tender invalid.
4. I/We agree to submit to Air India Ltd. necessary reports and returns as required for compliance of regulations.

Place:

Date :

SIGNATURE OF BIDDER WITH RUBBER STAMP