

**TENDER DOCUMENT FOR**

**AWARD OF CONTRACT FOR COMPREHENSIVE MAINTENANCE AND OPERATIONS OF EQUIPMENTS FOR 3 YEARS (THREE YEARS) AT AGRICULTURAL AND PROCESSED FOOD EXPORT DEVELOPMENT AUTHORITY UNIT (APEDA), HEREIN AFTER REFERRED TO AS APEDA), AT AI AIRPORT SERVICES LTD. (AIASL) CARGO SECTION, (MENTIONED IN ANNEXURE V) AT CHHATRAPATI SHIVAJI INTERNATIONAL AIRPORT (CSI AIRPORT), SAHAR, ANDHERI (EAST) MUMBAI.**

**TENDER DOC NO: 1247 DATED 07.07.2022**

**TENDER DUE DATE / TIME: 28.07.2022 AT 1100 HOURS**

**DISCLAIMER**

The information contained in this tender document (hereinafter referred to as "Tender") or any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AI Airport Services Limited (herein after referred to as "AIASL") shall be subject to the terms and conditions to which such information is provided, contained herein and any other terms and conditions as may be prescribed by AIASL.

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIASL do not purport to contain all/exhaustive the information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources.

The information provided in this Tender to the applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIASL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AIASL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant/bidder upon the statements contained in this Tender.

AIASL, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the opening of the bids (technical and commercial).

The Tender does not imply that AIASL is bound to select a bidder or to appoint the selected bidder, as the case may be and AIASL reserves the right to reject all or any of the proposals without assigning any reason at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal / bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIASL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIASL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the proposal, regardless the conduct or outcome of the bid selection process as contained herein,

**TABLE OF CONTENTS**

SN	Description	Page Nos
1	Schedule for Tender	4
2	Tender Notice	5 - 6
3	Technical & Price Bid Evaluation Criteria - Annexure I	7 - 8
4	Governing terms for bid process - Annexure II	9 - 18
5	Generic terms to govern the contract - Annexure III	19 - 31
6	Functional terms specific to contract - Annexure IV	32 - 33
7	Functional terms specific to contract - Annexure V	34 - 44
8	Technical bid format & checklist - Annexure VI	45 - 49
9	Price / Financial bid format - Annexure VII	50
10	Indemnity bond - Annexure VIII	51 - 52
11	Bank guarantee format - Annexure IX	53 - 54

**SCHEDULE OF TENDER**

TENDER NO	TENDER DOCUMENT NO. 1247 DATED 07.07.2022
TENDER NOTICE	<b>CONTRACT FOR COMPREHENSIVE MAINTENANCE AND OPERATIONS OF EQUIPMENTS FOR THREE YEARS AT APEDA</b>
TENDER ISSUER	AI AIRPORT SERVICES LIMITED
DATE OF ISSUE OF TENDER DOCUMENT	07.07.2022
LAST DATE & TIME OF SUBMISSION OF BIDS	UPTO 1400 HOURS ON 28.07.2022 OR EARLIER
ESTIMATED CONTRACT VALUE FOR THREE YEARS	RS. 3,00,00,000/-
EARNEST MONEY DEPOSIT (EMD)	RS. 2,00,000/-
SECURITY DEPOSIT	5% OF CONTRACT VALUE OF SUCCESSFUL BIDDER
PLACE OF SUBMISSION & OPENING OF BIDS	MMD-AIASL, GSD COMPLEX, NIPTC, NEXT TO SAHAR POLICE STATION, NEAR CSI AIRPORT GATE NO. 5, TERMINAL 2, MUMBAI – 400099, MAHARASHTRA, INDIA  TEL : 022-2831 8424 / 8446
DATE OF TECHNICAL BID OPENING	WILL BE COMMUNICATED TO RESPONDING BIDDERS
DATE OF PRICE BID OPENING	WILL BE COMMUNICATED TO SUCCESSFUL TECHNICAL BIDDERS

## TENDER NOTICE

AI Airport Services Limited (AIASL), a Government of India Company providing Ground Handling Services at most of the Indian Airports, invites Sealed / Closed Tenders from Service providers for Triennial Comprehensive Contract for maintenance and operation (Spares, material & labour) at APEDA at AIASL Cargo at CSI Airport Mumbai as per following details:

### 1. SUMMARY OF BIDDING INFORMATION

(a) NAME OF WORK :

AWARD OF CONTRACT FOR COMPREHENSIVE MAINTENANCE AND OPERATIONS OF EQUIPMENTS FOR 3 YEARS (THREE YEARS), AT APEDA UNIT FOR AT AIASL CARGO SECTION (MENTIONED IN THE ANNEXURE V, HEREIN) AT CHHATRAPATI SHIVAJI INTERNATIONAL AIRPORT (CSI AIRPORT), SAHAR, ANDHERI (EAST). MUMBAI.

(b) AVAILABILITY OF BIDDING DOCUMENT From 7 July, 2022 at [www.aiasl.in](http://www.aiasl.in).

(c) LAST DATE & TIME FOR RECEIPT OF BIDS: 28 July, 2022 UPTO 1100 HOURS

(d) TIME AND DATE OF OPENING TECHNICAL BIDS: Will BE COMMUNICATED TO RESPONDING BIDDERS..

(e) PLACE OF OPENING OF TECHNICAL BIDS:

MMD – AIASL,  
GSD Complex,  
Near Gate No. 5,  
Sahar, Andheri (East),  
Mumbai – 99.

(f) TENDER FEE (BIDDING DOCUMENT FEE): NOT APPLICABLE

(g) CONTACT PERSON: Kamlesh Sawant  
Duty Terminal manager-Cargo, AIASL  
Sahar, Andheri (East),  
Mumbai – 400 099  
Tel: +91-22-2831 8184 / 85 / 86

(h) NAME OF THE BUYER: Mr. M. N. Sankhe  
Officer-MMD, AIASL  
GSD Complex, Near Gate No. 5,  
Sahar, Andheri (East),  
Mumbai – 400 099  
Tel: +91-22-2831 8424 / 46

Date and time for Technical Bid opening will be communicated to responding bidders well in time. Similarly Price/Financial bid opening of technically qualified bidders shall be intimated later. If any of the days specified above is declared to be a holiday by AIASL, the next immediate Working Day (of AIASL).shall be considered for opening of bids.

**One set of Tender documents containing following Annexures in respect of the above services are enclosed:**

**Annexure -I:** Technical & Price/Financial Bid Evaluation Criteria

**Annexure-II:** Governing terms for the Bid process

**Annexure-III:** Generic Terms to govern the contract

**Annexure-IV:** Functional Terms specific to the contract

**Annexure-V:** Scope of Work -Comprehensive Maintenance and Operations of Equipments for 3 years at APEDA Unit at Cargo, AI Airport Services Limited Cargo Section (mentioned in Annexure V, herein,) at CSI Airport, Sahar, Andheri (East), Mumbai

**Annexure-VI:** Technical Bid format and Check List

**Annexure-VII:** Price/Financial Bid Format

**Annexure-VIII:** Indemnity Bond format on Rs 200 / non judicial stamp paper duly notarized.

**Annexure-IX:** Bank guarantee format

**The interested Service Providers can download the Tender documents from our website [www.aiasl.in](http://www.aiasl.in)**

**ANNEXURE – I****A) Technical Bid Evaluation Criteria (Technical Bid)**

For bidders to become technically qualified, it is necessary and essential to meet out the following criteria, failing any of which shall disqualify the bidder. Necessary documentary proofs in respect of each of the following need to be enclosed along with technical bid. Further Annexure - VI, must be duly filed by every Bidder as regards the technical bid.

1. The service provider shall be a Public Limited Company or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
2. The Service provider must be in the business of providing Comprehensive Maintenance and Operation of Equipments of similar type for the past three years (from April 2019 onwards) and capable of providing the said services mentioned in Annexure V.
3. The Service provider should have provided such services, Comprehensive Maintenance and Operations of Equipments to a minimum 2 clients in the past three financial years i.e. from April 2019 onwards. Details of the organization with documentary proof need to be enclosed as per Annexure VI.
4. Party must have a minimum Annual turnover of Rs. One Crore in each of the last three financial years i.e 2019-2020, 2020-2021 and 2021-2022 (A copy of audited balance sheets and Profit and Loss Account (P&L A/c), duly signed & stamped / sealed by the Proprietor / Director / authorized signatory shall be enclosed or auditors certificate to that effect as a proof of above). Service provider needs to establish that at least one such Contract for Comprehensive Maintenance and Operation of Equipments individually is worth more than Rs. 75 Lakhs per annum in the last three financial years as above. Service Provider is required to enclose documentary proof of the above figures by enclosing a certificate from their auditor.
5. The Service Provider should have on its roll experienced staff, with experience of at least three years in carrying out the work contemplated by this Tender. The list of such experienced employees currently on their payroll, to perform the services contemplated in this Tender shall be provided as part of the technical bid.
6. The Service provider shall have a full-fledged office setup (duly registered with local authorities) in Mumbai to provide the said services. The Bidder shall specify the contact address of their Mumbai office, phone, mobile, fax no. and email address of the contact person.
7. The Service Provider should not have been into any kind of legal dispute or arbitration in the past or at present with AIASL or any other state or central Govt. authorities.

#### 8. Other criteria.

- a. The Service Provider must have Permanent Account Number (PAN No.), GST No., at the time of tender application .
- b. The Service Provider shall be duly registered with the concerned ESI (Employee's State Insurance) and PF (Provident Fund) authorities at the time of application of tender.
- c. The Service Provider must hold a valid current labour license for existing contracts. (Only one copy of the valid license shall be enclosed as a proof of above).
- d. AIASL locations are in the control of respective Airport Operators. Airport Entry passes are mandatory for which necessary required police clearance (to access such areas) shall be arranged by the Service Provider at his own cost and expenses.
- e. Bidder shall not have any conflicts of interests with regard to the submission of their bids and performance of the services mentioned herein. Any Bidder found to have such conflicts of interests, at any time, shall be liable to be disqualified.
- f. The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or its constituents will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and AIASL reserves its right to take appropriate action including cancellation of the bid, black-listing forfeiting of the Earnest Money Deposit and Bank Guarantee etc., as may be deemed fit and proper by AIASL at any time without requiring, giving any notice to the Bidder in this regard.

### B) Disqualification

1. Even though the Bidders meet the above technical criteria, they are subject to be disqualified if the Bidder has :
  - a. made misleading or false representation in the forms, statements, and attachments submitted; or
  - b. records of poor performance during the last 3 (three) year as on the date of application such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.

### C) Price/Financial Bid Evaluation criteria (Financial Bid)

It shall be the overall L1(Lowest). For methodology, please refer Price/Financial bid Annexure VII. The Annexure VII needs to be filed by each bidder.



**ANNEXURE – II****A) Governing terms for the Bid process**

1. The terms AIASL used in tender document means “AI Airport Services Limited”.
2. The term Authority, Government, Governmental Authority, Enforcement, Authority/Agency, shall refer to the Government or Authority or Agency in force in India.
3. The "Bidder", "Service Provider" and / or "Party", as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the quotation in response to this Tender.
4. The term Contract shall mean the agreement entered into AIASL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
5. The term days used herein shall mean the working days of AIASL.
6. The term Equipments used herein refers to the equipments mentioned in Annexure V.
7. The term Facilities used herein refers to the following facilities:
  - a) Refrigeration, b) Material Handling, c) Automation, d) Electrical Installation, e) House-keeping, f) Safety-Security.
8. The Tender shall mean the present tender issued by AIASL under Tender Ref. No. 1247 dated 07.07.2022 for Comprehensive Maintenance and Operation of Equipments at APEDA Unit at AIASL Cargo Section (mentioned in Annexure V, herein) at CSI Airport, Sahar, Andheri (East), Mumbai.
9. The term Services shall mean the services referred to under Annexure-V.
10. The term Successful Bidder shall mean the Bidder who has been awarded the contract to carry out the Services contemplated in this Tender.
11. The service provider having franchisee / sister concern arrangement can offer only one quote on behalf of all concerns under that arrangement.
12. It is further clarified that any individual signing the TENDER or other documents in connection with the Tender must certify whether they sign it as:
  - a. A "Sole Proprietor" of the firm or constituted attorney of such sale proprietor.
  - b. A partner of the firm - if it is a partnership firm, must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners.
  - c. Constituted attorney of the firm, if it is a Company.
  - d. Authorized signatory of the firm.

13. The near relatives of employees of AIASL are prohibited from participation in this Tender. Near relatives are defined as:

- a. Members of Hindu undivided family.
- b. Their husband or wife
- c. Relatives in the manner as father, mother, son(s), son's wife, daughter (s),
- d. Daughter's husband, brothers, brother's wife, sister and sister's husband.

14. Any company/Partnership Firm/Proprietary Firm blacklisted by AIASL, Central Govt/ State govt., Semi govt., Public Sector Undertaking (PSU)/ Enterprises is prohibited in participating in this Tender.

15. The intending Bidder if required shall visit the site at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks and other information's to enable them to prepare a proper offer against this tender.

16. It is deemed that the authorized signatory of the bid has understood and prepared the bid and the same should be sent by such authorized signatory to AIASL directly. AIASL reserves the right to reject offers made by intermediaries / representatives.

17. All bids received against this tender shall be evaluated as per the Bid Evaluation Criteria - Technical and provisions of tender document.

18. Submission of Tender Form does not necessarily mean that the Bidder is an eligible party.

19. **Zero deviation:** Bidder is advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions. This is a zero deviation tender.

20. Bidder is advised to note that taking deviation to following terms and conditions of tender documents shall lead to rejection of their bids:

- a. Firm Price/Financial throughout the contract period and the extension period
- b. EMD
- c. Scope of Work
- d. Special Conditions of Contract
- e. Functional terms and conditions
- f. Service: Delivery / Completion Schedule
- g. Period of Validity of Bid
- h. Performance Bank Guarantee / Security Deposit
- i. Arbitration / Resolution of Dispute

- j. Force Majeure
- k. Statutory Compliance to Applicable Laws
- l. Registration of PF and ESIC in the name of Firm
- m. Indemnity form on Rs.200/- non-judicial stamp paper 'duly notarized (See Annexure VIII),
- n. Each of Technical and Financial Bid must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise, whereby it may not be possible to replace any paper without disturbing the documents) in a common bigger envelope super scribed with Tender Ref. No. Bidders to note that Spiral Bound Form, loose form, open/unsealed envelopes, quotations through fax or electronic mail etc. shall not be accepted and the bid shall be rejected without any further evaluation. Further, all pages of the bid document shall be electronically numbered serially and stamped by the authorized signatory along with supporting documents as asked in the Technical Bid, as an index of submissions. All figures quoted in financial bid should be covered with a transparent adhesive tape.
- o. All documents in support of the tender must be submitted in accordance with the checklist as per annexure.
- p. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause shall lead to rejection of the bid

## 21. **Modification of Bids**

- a. The bidder shall modify or withdraw their bid after the bid submission but prior to the due date (last date) for submission of bid, provided that written notice of the modification / withdrawal is received by AIASL prior to the deadline for submission of bids Last modification by the Bidder and as submitted to AIASL shall be final.
- b. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of this clause, Clause 19, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate.
- c. No bid shall be modified after the deadline for submission of bids
- d. Bids of the parties who have sent withdrawal notice in writing shall be returned on the day of opening of the bids in sealed condition with note of acknowledgement to that effect from such bidders.
- e. No bid shall be allowed to be withdrawn in the interval between the deadline for submission / opening of bids and prior to the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of their bid EMD pursuant.

## 22. **Earnest Money Deposit (EMD)**

a. An EMD of **INR 2,00,000/-** (Rupees two lakh only) must be submitted by means of a Bank Draft or Banker's Cheque or ECS in favor of AI Airport Services Limited, payable at Mumbai, and should be submitted along with the technical bid. No other mode of payment is acceptable.

If the bidders submit EMD by ECS in INR, following particulars are to be noted:

- 1) NAME OF THE BENEFICIARY : AI AIRPORT SERVICES LTD.
- 2) NAME OF THE BANK : HDFC
- 3) BRANCH NAME : FORT – NANIK MOTWANI MARG
- 4) BRANCH ADDRESS : MANECKJI WADIA BLDG,GROUND FLOOR,  
NANIK MOTWANI MARG, FORT, MUMBAI
- 5) TYPE OF A/C (SB/CURRENT) : CURRENT
- 6) BANK ACCOUNT NUMBER : 00600310003602
- 7) TELEPHONE NO. OF BANK : 022-61606161
- 8) MICR CODE NO. : 400240015
- 9) SWIFT CODE. : HDFCINBBXXX
- 10) IFS CODE : HDFC0000060
- 11) PAN NUMBER (AIASL) : AAECA6186G
- 12) AIASL GST NO. FOR MAHARASHTRA: 27AAECA 6186G1ZJ

In case of any query relating to wire transfer / ECS of the EMD, the bidders may contact at the following address of AIASL:

**Finance AIASL**

**Tel no:** 091-22-28318543,

**E-mail:** fin@aiaps.in.

**Address:** GSD Complex, Near Gate No. 5, Sahar, Andheri (East), 400 099.

b. EMD so deposited shall not carry any interest.

c. In case, the Successful Bidder refuses to accept the Letter of Intent (LOI) / Contract or fails to abide by any terms of the Tender / fails to commence the work within stipulated time, EMD shall be forfeited.

d. In case of Successful Bidder, EMD can be adjusted against Security Deposit / Performance Guarantee (5% of approved contract value) and difference, if any, shall be paid to the other by either party. If not agreeable, EMD of the Successful Bidders will be refunded without any interest whatsoever, after receipt of Security Deposit or Bank Guarantee In lieu thereof from the Service Provider.

e. In case of technically disqualified Bidder, EMD shall be refunded without interest, within 30 days after opening of Price/Financial bids and EMD of unsuccessful Bidder of Price/Financial bid shall be refunded without interest, within 45 days after finalization of the Tender and acceptance of the LOI by the Successful Bidder.

f. In case the party withdraws their offered tender at any stage of the tender process also, EMD shall be forfeited in full.

g. EMD of a bidder will be forfeited in full if the Bidder withdraws or amends its Tender or deviates or derogates from the conditions of the Tender in any respect or declines to accept or honour the work order / contract if awarded in his favour. If the Successful Bidder fails to furnish Security Deposit or Bank Guarantee within the specified period its EMD will be forfeited in full.

**Micro/Small/Medium Scale Industries (MSMI)** registered with Udyam/MSMI Registration Authority under its Single Point Registration Scheme / Public Sector Units / Central / State Govt undertakings / Air India Widows Association / Air India Co-operative Society / Handicrafts Boards, Khadi Village and Cottage Industries / Social Welfare Association/ Handicraft & Blind Association will be exempted from the payment of earnest money deposit provided they are registered for the service they intend to quote against AIASL tender, provided attested copy of Certificate of Registration with SSI / NSIC is submitted.

24. Bidder(s) are advised to quote strictly as per the terms and conditions of the tender document and not to stipulate any deviations / exceptions / inclusions. Once quoted, the Bidder shall not make any subsequent Price/Financial change after due date and time of submission of bid. Price/Financial changes through any other mode shall render the offer liable for rejection and if indicated with the word negotiable shall also be as well summarily rejected.

25. Mode and method for Submission of Bids:

1. The bid shall be typed or written in indelible ink, and all correspondence and documents related to the bid exchanged by the Bidder and AIASL shall be written in the English language.

The offer should be submitted in two bid format.

a. Technical bid and

b. Price / Financial bid as follows:

a. Envelope 1 -The technical bid covering all details as mentioned in the formats with Earnest money deposit (EMD) for Rs.2,00,000/- (Rupees Two Lakhs only) and all enclosures demanded (as per check list, Annexure-VI) to accompany the technical bid, and the same needs to be necessarily submitted in a separate sealed envelope super scribing the Tender Ref. No. 1247 dated 07.07.2022 for

Comprehensive Maintenance and Operation of Equipments at APEDA Unit, at AI Airport Services Limited Cargo Section in bold letters with Service provider's name.

b. Envelope 2 - The Price/Financial bid needs to be submitted in a separate sealed envelope super scribing the Tender Ref. No. 1247 dated 07.07.2022 for Comprehensive Maintenance and Operations of Equipments at APEDA Unit, at AI Airport Services Limited Cargo Section, & marked as "Price/Financial bid" in bold letters with Service provider's name.

c. Envelope 3 - Both these envelopes (Technical Bid and Financial Bid) need to be put in a sealed master envelope super scribing the Tender Ref. No. 1247 dated 07.07.2022 for . Comprehensive Maintenance and Operation of Equipments at APEDA Unit, at AI Airport Services Limited Cargo Section in bold letters with Service provider's name. If the master envelope is not sealed and marked as above, AIASL will assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'.

The sealed master envelope should be addressed to:

**C E O - AIASL, GSD Complex, NIPTC, Next to Sahar Police Station, Near CSI Airport Gate No. 5, Terminal 2, Mumbai – 400099, Maharashtra, India.**

d. Each sealed envelope should be super-scribed with the Tender Ref. No. 1247 dated 07.07. 2022 for Comprehensive Maintenance and Operations of Equipments at APEDA Unit, at AI Airport Services Limited Cargo Section, & marked in bold letters with Service provider's name & remarks as "NOT TO BE OPENED BEFORE 1100 hours on 28 July, 2022." All the envelopes should have Email address/ Contact nos (TEL/Mobile) of the bidder's contact person.

e. The sealed bid master envelope shall be submitted at the above address in person or by post / courier so as to reach up to 28 July, 2022 TIME 1100 Hrs (IST).

f. Tender documents sent through Post or Courier shall be at the risk of the Bidder and AIASL shall not be responsible for any loss or non-receipt of the Tender documents.

g. Tender bids received after due date / time shall not be entertained / considered.

h. In case of modified bids, the Covers shall carry the superscription of Word "Modified" in addition. In such a case, the bidder need not submit EMD again.

i. In case of withdrawal of the bid, the cover containing the Bidder's withdrawal letter shall carry the superscription of the word "Withdrawal" in addition.

j. The closing date for submission of bids may be extended at any time including after the schedule date of closing at the sole discretion of a AIASL.

26. If Tender Closing date is declared a Holiday by Mumbai Office of AIASL, the last date of Submission of the Bids shall automatically stand extended to 1100 Hours of the next working day.

27. Subsequent to bid submission, AIASL shall not seek / entertain any confirmations /clarifications / documents etc with regard to Price/Financial Bid and any bid(s) not in line with tender conditions shall

be liable for rejection. Bidders are requested to go through all the clauses of this tender carefully and then submit the documents / confirmations strictly as per the check list enclosed in the tender document.

28. AIASL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever and to annul the bidding process, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AIASL action.

29. AIASL reserves the right to allow preference to MSME registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.

30. The following requirements shall be strictly complied with by the Bidder:

- a. Bidder shall countersign the corrections, if any.
- b. Bidder shall number, sign and stamp all pages of this tender document and all the enclosures accompanying the tender document prior to the submission of the tender.
- c. The tender shall be accompanied by a certified true copy of the power of attorney, if any.
- d. These tender documents with Annexures / enclosures are to be submitted along with technical bid excluding Annexure VII (Price/Financial Bid).

31. Rejection of Bids (Technical and Price/Financial):

The response to the Technical Bid and Price/Financial Bid shall be rejected forthwith without evaluation of the Tender process on the following grounds:

- a. If the Bid (Technical and / or Price/Financial) has been received after due date and time of the Tender.
- b. If only the Technical Bid has been received and the Price/Financial Bid has not been received, and vice versa.
- c. If the Bid (Technical and / or Price/Financial) has been received by fax or email.
- d. If the Bid (Technical and / or Price/Financial) has been received unsigned.
- e. If the Bid (Technical and / or Price/Financial) has been received in an open condition other than that mentioned herein.
- f. If the Technical Bid has been received without EMD and/or the EMD is lesser than the amount specified or the EMD fee has been submitted in a mode other than as specified at clause 20 above in this document of the Tender.
- g. Any reasons for rejection of bid as cited against any clause anywhere else in this tender document.

32. Queries from the Bidder before submission of bids / during bid evaluation

a. In case if any query / clarification required before submission of bids, the same may be obtained from the following officials of AIASL:

Mr. Kamlesh Sawant, Dy. Terminal Manager-Cargo Complex, AIASL, Sahar, Andheri (East), Mumbai – 400 099, Tel: +91-22-2831 8184 / 85 / 86.

b. During the process of the evaluation of bids no queries shall be entertained from the Bidder with regard to the status of the evaluation. If required, the Tender committee members of AIASL shall seek the clarifications by e-mail/ telephonic conversation or by visiting the premises of the Bidder to verify all the supporting documents provided.

33. Technically Disqualified Bids

a. Price/Financial bids of the technically disqualified Bidders shall be returned / to be collected by the said Bidders within 30 (thirty) days from the date of opening of the price bid after finalization of the Contract by AIASL under intimation and against acknowledgement from the Bidder.

b. In case a Technically disqualified Bidder fails to collect the Price/Financial Bid within the stipulated 30 days' time, the bid shall be shredded in "as is where is" condition after expiry of 30 days' time.

34. **Due / last date for submission of the tender:** last / due Date for submission of Tender is up to 28 July, 2022 till 1100 hours (IST) at our office address given below: MMD-AIASL, GSD Complex, Near Gate No. 5, Sahar, Andheri (E), Mumbai – 99. Tel – 022 2831 8424 / 8446.

35. **Date of opening of the tender:** Date and time for Technical Bid opening will be communicated to responding bidders well in time. Similarly Price/Financial bid opening of technically qualified bidders shall be intimated later. Parties or their authorised representative (only one per bidder) shall participate in tender opening on carrying due identity proof or and a letter of authority signed and stamped by the authorised signatory of the bidder as mentioned in this document of the tender.

36. **Extension of due date:** The Due date / Time of submission of Tender shall be extended at any time, at the sole discretion of AIASL and shall be displayed on AIASL website. It is bidders' responsibility to visit the AIASL website regularly for any updates / extensions to the tender.

37. Bidder shall give the official mailing Address, email address to which all correspondences shall be sent by AIASL while submitting their bid. Also if address is changed at any time, the same shall be intimated to AIASL immediately.

38. The Bidder should quote the rates in figures as well as in words as per the Price/ Financial bid format given In Annexure VII.

39. When there is a difference between the rates in figures and in words in Price/Financial bid, the rates which corresponds to the amount worked out by the Bidder, shall be taken correct as per the following:



- a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
- b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
- c. All rates shall be quoted on the proper form (Price/Financial bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words. In case of figures, the words Rs or the rupee symbol should be written before the figures of rupees and words paise after the decimal figures e.g. Rs 2.15p and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line .

40. Any notice by one party to the other pursuant to the submissions to the bid / tender, shall be sent in writing to the address specified for that purpose in the Tender / bid submissions.

#### 41. Price/Financial Negotiation

As it is not the general norm for AIASL to carry out Price/Financial negotiations following evaluation of the Price/Financial Bids, the Bidders are advised to submit their best quotes in response to this Tender. AIASL however, reserves the right to carry out negotiations in exceptional cases with the Bidder who has been evaluated by AIASL as having offered the overall lowest bid in response to the Tender.

#### 42. Award of Contract, Acceptance, Commencement

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings) of following conditions by the Bidder:

- a. The contract shall be awarded to L1 (overall lowest bidder) and the Contract Period shall be three years from the date of commencement of the Contract.
- b. The Successful Bidder has to convey acceptance of LOI (letter Of Intent) or PO within 7 days of receipt of LOI / PO. .
- c. The Bidder has to commence the job within 30 days after acceptance of LOI/PO.

#### 43. Fraudulent practices:

1) AIASL requires that bidders / contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this, AIASL.

a) defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes any behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce other to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the AIASL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid Price/Financial at artificial non-competitive levels and to deprive the AIASL of the benefits of free and open competition.

b) Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

c) Shall declare a firm ineligible and black-list, either indefinitely or for a stated period of time if it at any time, determines that the company, partnership firm or sole proprietorship firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

d) EMD or Security deposit as the case be, shall be forfeited.

**44. Errant Bidders:** In case after price/Financial bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, AIASL shall forfeit EMD paid by the Bidder and such bidders shall be debarred from participation in future tenders of AIASL for minimum period of 03 year/s.

**45. Black listing conditions:** 1. The party shall be black listed from participating in any AIASL tenders for next three years in case

a. If a bidder adopts fraudulent practices as cited above in clause 43 and against errant bidders as specified in clause 44.

b. Withdraws after the award of the contract / LOI and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.

**46. Price/Financial Bid Validity:** The price/Financial bid offered by the party shall be valid for 120 days from the date of technical bid opening. Any bid whose validity is less than 120 days shall be summarily rejected and such Bidder shall not take further part in the tender process.

**ANNEXURE – III**

Duration of the Contract:

**1) Comprehensive Maintenance:**

Period of Contract: Three years from the commencement of the Contract.

**2) Operation of Equipments**

Period of Contract: Three years from the commencement of the Contract.

**The Period of the Contract may be extended for further period of twelve months on the same terms and conditions if mutually agreed to, by both parties.**

**Generic Terms to govern the contract****1) Rate and Validity:**

## i. inclusions

The rates offered / finalized / agreed by the Bidder shall be inclusive of all the costs thereon incurred to deliver the services as per the work scope subject to exclusions mentioned below.

## ii. Exclusions:

a. The Airport royalty cost as applicable shall be reimbursed against copy of proof of payment duly endorsed by the authorized signatory of the Service Provider along with copy of bill from the concerned agency to the value component as applicable to the corresponding airport areas only.

b. GST at applicable rates is excluded.

c. Any other tax as per Government laws / notifications including change notification as and when made effective after the due date of the tender.

## iii. Validity and Extension:

a. Rates finalized and agreed shall remain firm during the full Contract period and for additional period in case of extension. No request shall be entertained for increase of rates during the validity of the Contract and extensions.

b. The Contract shall be awarded for a period of three years from the date of commencement of the Contract. AIASL however reserves the right to extend the Contract for a further period not exceeding one year on same terms, rates and conditions.

**2. Security Deposit / Performance Guarantee:**

- a. The successful Bidder, shall on date of receipt of the LOI/PO, deposit, and continue to maintain for the entire period of the contract plus three months, a sum equivalent to 5% of the value of approved Annual Contract as per the quoted rates under Price/Financial bid-Annexure VII, as Security Deposit / Performance Guarantee in the form of Demand Draft / Pay Order / Bank Guarantee from a Nationalized/ Scheduled Bank.
- b. The Security Deposit / Performance Guarantee has to be deposited prior to the execution of the Contract on award of the LOI/PO.
- c. In case, Security Deposit / Performance Guarantee is not deposited in time, the bills shall not be processed for payment till the security deposit is made good.
- d. In case of breach of Contract or violation of any terms of the Contract the Security Deposit / Performance Guarantee shall be forfeited / bank guarantee be invoked.
- e. Such Security Deposit / Performance Guarantee 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 after a claim period of 3 months.
- f. In case of Bank guarantee the validity shall be to full validity period plus 3 months, the same shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period of three months.
- g. In case the EMD is converted and adjusted towards the security deposit the differential component needs to be paid by the party prior to commencement of the Job.
- h. In case the EMD amount is in excess to the security deposit the differential amount shall be reimbursed by AIASL along with first bill amount or alternatively on submission of bank guarantee as cited above.
- i. The cost of submission of Security Deposit or execution of Bank Guarantee would be borne by the successful bidder.
- j. In case of extension of contract, the Security Deposit / Bank Guarantee shall be validated accordingly with the additional period of 3 months.

### 3. Execution of the Contract:

- a. The Successful Bidder has to convey acceptance of Contract in writing within 7 (seven) working days of receipt of LOI/PO.
- b. The Successful Bidder has to execute an agreement of Terms & Conditions of the contract on a non judicial Stamp Paper of Rs.200/- within 45 (forty-five) days of their acceptance of the LOI/PO, which shall be duly notarized. The cost of the Stamp Paper and notarization shall be borne by the successful bidder of its own.
- c. The successful bidder shall be required to commence the services within 30 days from the date acceptance of LOI/PO.

- d. The successful bidder before commencement of services shall be required to give adequate training to their manpower regarding the services to be carried out without any liability to AIASL, and with no charges.
- e. The staff employed by the bidder for carrying out the tendered work scope shall do so at the sole risk and responsibility of the bidder. Further, Supervision of personnel/employees provided by the successful bidder shall be the responsibility of the successful bidder itself. The successful bidder shall ensure the quality of services rendered by its personnel and in case of any complaint, the successful bidder shall have to replace the concerned personnel forthwith. AIASL further reserves the right to refuse entry of any such personnel for rendering the aforesaid services. In case the quality of the services is not as desired by AIASL, AIASL reserves the right to levy a penalty for the same as mentioned in Annexure IV.
- f. The successful bidder must deploy at their own cost the supervisor/s to daily monitor the work allotted to the employees / staff to ensure smooth provision of services.
- g. The services shall be carried out by the successful bidder by deploying trained personnel and using their own, material/ spare parts and equipment etc.
- h. 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, AIASL shall have the right to ask the successful bidder to replace the said staff / employee immediately and a penalty shall be levied on the Successful Bidder.
- i. The Successful Bidder shall ensure that while on duty, their staff / employees shall be in uniform or agreeable dress code by AIASL, provided by the Successful Bidder to establish their distinct identity. In event the Contract is sub-contracted or assigned AIASL reserves its right to terminate the Contract and take appropriate action against the Successful Bidder for breach of the Tender conditions.

**4. During the currency of the Contract the service provider shall not sub contract the Job and the contract is not transferable / assignable. The contract must be executed by the service provider or their authorized dealers / channel partners**

**5. Representations and Warranties to be given by the Successful Bidder in the Contract.**

The successful bidder should provide the following Representations and Warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract.

- (a) It is a company/partnership firm/sole proprietorship firm duly incorporated under the Laws of India and is validly existing under the laws of its incorporation/India.
- (b) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Contract and the performance of the obligations there under.
- (c) The Contract shall constitute a legal valid and binding obligation against it, and is enforceable against it, accordance with the terms herein.

(d) The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.

(e) It shall employ personnel who are qualified and competent to carry out the functions as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc. to such personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AIASL.

(f) It agrees that, AIASL shall not be liable to provide any accommodation, medical or transport facilities to the personnel of the Service Provider. AIASL shall in no manner be liable for any Injury sustained by such personnel during the performance of the functions mentioned herein or for any compensation for the same. In the event of any expenditure being sustained by AIASL on the said personnel, AIASL shall have the right to deduct the same from the amounts to be paid to the service provider, as per the bills raised, or may be deducted from the security deposit.

(g) It undertakes to comply with various labour laws, both Central and state including 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 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 AIASL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of laws in force.

(h) It shall be either monetarily compensate AIASL for any damage or loss or caused to the premises/equipment/property of AIASL or any third party on account of negligent act/performance on the part of its personnel.

(i) It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.

(j) It shall carry out all necessary supervision of its personnel while providing the said services under the Contract.

(k) It shall ensure that its personnel behave in an orderly and disciplined manner and do not cause any nuisance or annoyance to AIASL or its personnel.

(l) It shall comply with all such directions issued by AIASL from time to time.

(m) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect or its ability to perform its obligations under the Contract.

(n) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.

(o) There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.

(p) No sums, in cash or kind, have been paid to, or accepted by. any person or shall be paid to or, accepted by, any person or on its behalf by way of fees, commission or otherwise to induce the Service Provider to enter into the Contract.

(q) It is and shall able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws; it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing under taken or suffered any action analogous to any of the foregoing laws of India or any other applicable jurisdiction

(r) It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.

(s) All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.

(t) It shall be responsible for the payment of all and any taxes including income tax and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc. by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.

(u) It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the Contract. In the event that it omits or fails to obtain any requisite permission or license from the concerned authorities, then it shall indemnify and keep indemnified AIASL against all losses, costs, or damages that may be suffered by AIASL as a result of such omission or failure.

## **6. Undertakings:**

The bidder shall provide the undertaking on Non-Judicial Paper of Rs, 200/- (Rupees two Hundred only), along with the acceptance of LOI/PO as detailed below:

a. The Bidder must give an undertaking along-with the Technical Bid that within One Month from the receipt of LOI (Letter Of Intent) / PO, they shall obtain Form-V from AIASL and arrange license

under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority. In the event of the Service Provider not being 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.

b. The Service Provider shall refund to AIASL in case there is a reduction in airport royalty / fee based on guidelines / notice received from Airports Economic Regulatory Authority (AERA) with effect from the specified date in the notice.

C. The Successful Bidder shall have the registrations and licenses under all the applicable local and central taxes / laws and to be specified separately under each applicable tax / law / Act (i.e. PF / ESI / GST / Income Tax Act / Minimum wages etc.) shall be produced forthwith for verification / checking of AIASL or to a third party authorized by AIASL / agencies of Govt. of India.

## **7. Compliance of labour law**

a. The Successful Bidder shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to their employees. The Successful 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. The Successful Bidder shall Indemnify and compensate AIASL, if AIASL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970, becomes liable to assume any liability towards the workforce engaged by the Successful Bidder.

b. The Bidder shall at all times indemnify AIASL and keep indemnified AIASL against any / all claims under the Workmen's Compensation Act, 1923, Payment of Bonus Act, 1965, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Payment of Gratuity Act, 1972, Minimum Wages Act, 1948, Employees' State Insurance Act, 1948, 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 Successful 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 Successful Bidder or not, who provided or provides the said services for the Successful Bidder.

c. At no stage of the Contract shall the employees of the Successful Bidder be deemed to be employees of AIASL. The Successful Bidder shall be liable not only to pay wages to their 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 Successful Bidder Further the Successful Bidder shall be responsible for providing facilities such as canteen, transport and medical to their employees as it shall not be binding on AIASL to provide these facilities to the persons deployed by the Successful Bidder, The Bidder shall make arrangements to provide proper and valid identity cards to the employees.

d. In case, while on duty and during the course of engagement in the work premises of AIASL 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 Successful 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 Successful Bidder shall also be liable for meeting with the statutory liabilities under the Employee's State Insurance Act, 1948.

e. 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 AIASL. AIASL reserves the right and power to check regarding statutory payments of Wages, ESI, EPF etc. as considered necessary. The Successful 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.

f. The Service Provider shall be the employer of their personnel and AIASL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & their Personnel.

g. It shall be sole responsibility of the Service Provider to settle disputes if any, arising out of the engagement between the Service Provider and the personnel engaged by them. The management of AIASL 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 AIASL shall have no obligation towards them.

h. 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 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.

i. 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.

j. The Bidder shall indemnify AIASL at all times against any damages so caused to AIASL 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 along with the service level agreement after LOI is issued. Copy of the Indemnity Bond to be furnished is attached as Annexure VIII.

k. All payments shall be made by the Successful Bidder to the workmen deployed by the Successful Bidder on a monthly basis (60 days from the date of submission of the bills, subject to verification as mentioned in clause 10 of this Annexure) through Electronic Clearing Service (ECS) only. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Successful Bidder shall submit the receipt/proof of such payments made to the workers through ECS and copies of Attendance Register on a monthly basis through AI or any other person as may be directed by AIASL.

## 8. Indemnification

- a. The Successful Bidder shall indemnify AIASL against third party claims arising out of equipment malfunctioning / mishandling or acts and deeds on the part of service provider's personnel deployed for the work. The Successful Bidder shall also indemnify AIASL for any loss or damage by their personnel to AIASL personnel or property including aircraft, machinery, equipment or buildings and reimburse to AIASL the expenses incurred by AIASL in this regard, in its entirety. In case, any such amount is not deposited / paid to AIASL, the same shall be deducted from Security Deposit / Bills / future payments due to the Successful Bidder.
- b. In the event, AIASL 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 AIASL for any claims, action, damage, liability and harm of every description which may arise whether directly or indirectly in consequence to such non-compliance and reimburse to AIASL the full compensation amount paid by AIASL in this regard
- c. In case of injury, loss to or death of AIASL employee due to any act or deed of Successful Bidder's employee or due to an accident, the Successful Bidder shall arrange to pay AIASL employee or AIASL 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 and all other costs associated with such injury, loss and/or death shall also be borne and paid by the Successful Bidder.
- d. The Successful Bidder shall indemnify against any events as referred to in this tender document.

## 9. Claims for Damage

- a. The Successful Bidder shall perform the work assignments with its best efforts and to the full satisfaction of AIASL.
- b. In case of unsatisfactory service, AIASL shall notify the Successful Bidder of any claims / deficiency on the part of the Bidder arising under / out of the Contract.
- c. In case the Bidder, having been notified by AIASL, fails to take remedial action within the stipulated time as advised, AIASL may take a remedial action without any further notice, at the Bidder's risk and cost. AIASL shall also levy penalty / terminate the Contract without prejudice to any other rights which AIASL may have against the Successful Bidder under the Contract.

## 10. Compliance of Security regulations

- a. The Successful Bidder shall obtain the requisite approval from regulatory authority of the concerned airport and Bureau of Civil Aviation Security (BCAS), Government of India etc., before commencement of the work, as made mandatory for any Ground Handling Agency carrying out functions in the restricted areas of the CSMI Airport.
- b. The successful bidder shall ensure compliance and shall be solely responsible for all the safety and security regulations of AIASL, Bureau of Civil Aviation Security {BCAS}, Mumbai International

Airport Private Limited (MIAL) or any other agency associated with airports activity are strictly adhered to and complied with by personnel deployed by the Successful Bidder.

c. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft by Successful Bidder's personnel shall be at the cost / risk of the Successful Bidder and shall be liable for all the legal consequences thereof and shall keep AIASL indemnified for any claims, losses or damages arising on this behalf.

d. AIASL locations are in the control of the airport operator, MIAL. Airport Entry Passes are mandatory for which necessary required police clearance (to access such areas) shall be arranged by the Service Provider at his own cost and expenses. The Successful Bidders' employees entering the work premises/areas for tendered work scope purposes shall always carry valid Airport Entry Passes issued by BCAS at the cost of the Successful Bidder. It shall be Successful Bidder's responsibility to submit / surrender the Airport Entry Passes of its employees, immediately to AIASL when demanded.

e. The Service Provider shall be required to submit two self-attested photographs & letter of authority mentioning full particulars such as name, staff number, designation, contact telephone / Cell Number, etc for the records of AIASL. Any changes shall be informed in writing within one week to AIASL. The antecedents of such personnel deployed by service provider shall be verified by police for their integrity for entry into the airport premises, as it is a protected high security zone and a police verification of character and antecedents shall also be obtained by the Successful Bidder.

f. The Successful Bidder shall provide at their own cost the proper uniforms (bearing the name and logo of the Successful Bidder) of distinct colour or agreeable dress code and high visibility jackets wherever required and approved by MIAL for the personnel deployed for performing the services for ease of identifying their personnel. If any of the staff deployed by the Service Provider is found in uniform not approved by or not as per the specification approved by AIASL penalty of Rs. 1,000/- will be charged per incident per employee.

g. In the event, any penalty is imposed by the Airport Regulatory Authority on AIASL due to not wearing of High Visibility Jacket by the employee of the Successful Bidder, the same shall be paid by the Successful Bidder or adjusted by AIASL out of the amounts due to the successful Bidder.

h. The personnel so deployed must be in possession of photo identity cards provided by the Successful Bidder under their signatures, company's/Partnership Firm/Proprietary Firm name and seal apart from Airport Entry Pass issued by BCAS for Airport entry to be shown if and when demanded by AIASL officials. The personnel not possessing such identity cards and/or such Airport Entry Passes are liable to be refused entry.

i. The Successful Bidder shall have a system to issue / retrieve AEP to / from their employees while they report or leave the AIASL /Airport premises, so as to ensure that their employees are not misusing the AEP. In the event of any such misuse, the Successful Bidder shall be liable to AIASL.

j. The Successful Bidder shall have a system to surrender the expired / lapsed / terminated Airport Entry Passes of their employees to the issuing authority. Further, the Successful Bidder should be responsible to renew or obtain new AEP's and maintain the currency of the Airport Entry Passes as long as their personnel are rendering the services herein under.

k. Any lapse noticed on the part of any employee of Successful Bidder involved in theft / pilferage / malpractices, shall be inquired into by AIASL Security / other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.

l. The Successful Bidder shall take responsibility for good conduct of their employees in AIASL and work premises. If any of the Successful Bidder's employee is involved in any theft / pilferage of property of AIASL, Cargo consignments, also in other areas of work as assigned by AIASL. AIASL reserves the right to impose penalty on the successful bidder apart from AIASL 's right to take appropriate legal action.

m. The Successful Bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities including MIAL and BCAS from time to time, with regards the provisions of services.

n. It shall be the responsibility of the successful bidder to ensure that no unauthorized personnel other than those deployed by it specifically for the services, gains access to the Cargo/work premises where and when the services are to be provided. In the event of any entry by any unauthorized personnel, the Successful Bidder shall be liable to AIASL, in respect of any damages or losses caused on account of such unlawful entry.

o. AIASL shall arrange to issue a letter of intent (LOI) / Purchase Order (PO) to the Successful Service Provider to enable the Service Provider to apply for AEP in time before the commencement of this contract.

p. The Successful Bidder shall provide to AIASL all personal details (name, father's name, age, permanent address & present address) along with passport size photograph, copy of police verification, proof of age and educational qualifications of their employees who shall be working under the Contract.

## **11. Payment:**

**Mode of Payment:** Payment will be made by Finance Department of AIASL, Mumbai in INR only, preferably through ECS mode. Kindly provide the following:

- Account Name
- Name of the Bank
- Branch Name
- Account Number
- Bank Code/MICR No.
- Swift Code No.

All payments to the Successful Bidder by AIASL for the services rendered by it shall be subject to the following compliances by them:

a. The Successful Bidder shall furnish monthly invoices to GHA Admin, Cargo Complex for certification of bills, as per work scope under Annexure V, and GHA Admin Cargo Complex thereafter shall forward bills to the AIASL Finance Department, Sahar, Mumbai after due approval from the Office of the Cargo Complex, for payment action . AIASL shall make payment on monthly basis within 30 days of the submission of bills for the undisputed amount.

b. TDS shall be deducted by AIASL from the payment made against these bills, as per the applicable laws.

c. The Successful Bidder, while submitting their monthly bills, shall certify in writing to AIASL that they have paid and settled all salary and wages due for the preceding month and have duly complied with all statutory deductions / payments and deposits like PF and ESI etc as well as applicable requirements of law in the prescribed format by AIASL failing which bills shall not be processed for payment.

## **12. Recovery of Sums Due:**

a. As per the contract entered between AIASL and the Successful Bidder, if any sum of money is recoverable from the Successful Bidder, AIASL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the Successful Bidder or from their outstanding bills.

b. In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the Successful Bidder, under this, or any other contract between the Successful Bidder and AIASL. Also, shall this amount be insufficient to cover the said full amount recoverable, the Successful Bidder shall pay to AIASL the balance amount, if any, within 30 days of the demand made by AIASL.

c. If any amount due to the Successful Bidder is so set off against the said Security Deposit, the Successful Bidder shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10 days of the depletion of the original value of the Security Deposit.

d. AIASL reserves the right to recover from the Successful Bidder's periodical payments, for any loss or damage caused to AIASL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIASL by negligence or due to any other reason of Successful Bidder's employees, whatsoever.

## **13. Termination / Exit Clause:**

a. AIASL may at any time terminate the Contract with immediate effect by giving written notice to the successful bidder, if the successful bidder being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as bankrupt or otherwise insolvent, or order for administration of his estate is made against him or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to make such assignment, composition and/or arrangement

provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AIASL.

b. AIASL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder, being a company, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.

c. AIASL may terminate the Contract with one months' advance written notice to the Successful Bidder if the services provided are not satisfactory. The Service Provider shall not have any right to dispute or question the judgment of AIASL of unsatisfactory performance of the Service Provider.

d. The Contract can be terminated by AIASL during the term of the Contract with 3 months' advance notice if there is any change in its requirement.

d. The Service Provider have liberty to terminate the Contract by giving a prior written notice of 3 (three) months. In such an event, the Service Provider shall have no right to claim compensation/damages etc from AIASL on account of early termination. If a suitable replacement is not found by AIASL, within the period of 3 (three) months, the Service Provider shall continue to provide the same services until the period such replacement is found. The Service Provider shall be paid, in accordance with the terms of the Tender for all the work carried out by it, during the notice period and if applicable, for the work done by it for the period after the notice period, until a suitable replacement is found by AIASL.

e. In case of failure of the successful bidder to carry out the services to the satisfaction / requirement / standards of AIASL, AIASL shall be free to get the services by some other Agency / Party at their sole discretion but at the risk and cost of the Successful Bidder. AIASL also reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the contract.

f. In case of breach of the Contract by the Successful Bidder, AIASL shall have a right to rescind the contract at any time without assigning any reasons & without any liability to AIASL. AIASL also reserves the right to claim from the successful bidder for any loss sustained due to unsatisfactory performance of the Contract.

g. AIASL may terminate the Contract if it comes the knowledge of AIASL that the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.

#### **14. Interpretation:**

In the event of any difference in the Interpretation of any of the clauses of the Contract and / or the Tender documents, the clarification given by the AIASL shall be final and binding.

#### **15. Arbitration:**

a. Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Tender and/ or Agreement or the validity or the breach thereof, shall be as far as possible resolved through

negotiations and in the event of failure of any dispute resolutions within Fifteen days (15 days) of the said negotiations the same shall be referred before a Sole Arbitrator, to be appointed by AIASL.

b. The venue of the arbitration proceedings shall be Mumbai and arbitration proceeding shall be carried out in English and the award of the Arbitrator shall be final and binding on the Parties. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

## **16. Jurisdiction:**

The construction, interpretation, validity and performance of the Tender and/or Contract shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIASL and Bidder whatsoever shall be subject to the exclusive Jurisdiction of Mumbai courts only, subject to the clause of dispute resolution and arbitration aforesaid.

## **17. Force majeure:**

a. 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, gales, flood, storm, lightning, explosion, accident, industrial dispute (not by service provider's employee), civil commotion, or power failures or shortage of power, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, public disorder, riots, war (declared or undeclared), war like operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines or anything beyond the control of either party.

b. The Party encountering and affected by such causes shall inform the other in writing immediately of such an occurrence and use all reasonable endeavors to minimize the economic effects of any such delay and rectify as soon as possible any harm or delay created thereby. Further it shall reasonably allocate its available resources, giving priority to their obligations under the Contract. Upon cessation of the event giving rise to the delay the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.

c. For the avoidance of any doubt it is clarified that, payment obligations of AIASL shall be excused due to an event of force majeure.

**ANNEXURE-IV****Functional Terms specific to the contract**

1. The qualifications and experience of the personnel to be deployed shall be such as specified by AIASL herein and only such personnel possessing the qualifications and training shall be deployed. In the event such personnel do not satisfy the requirements mentioned therein, the Successful Bidder shall not deploy such personnel and forthwith arrange for new personnel who satisfy such requirements.
2. The Service Provider's personnel should be in clean, crisp and well ironed uniform, should wear black shoes which are polished and in good condition. Hair should be short, tidy and in place. Identity Card to be worn at all times. The above should be provided by Service Provider to its personnel.
3. Accepting any work of any kind, full time or part time from any other entity other than AIASL be employed personnel of Service Provider is not permissible. Such personnel shall be liable to be withdrawn by the Service Provider immediately and suitable replacement to be provided by the Service Provider.
4. Any replacement / change of personnel deployed shall be informed to designated official of AIASL in advance and the new incumbent shall fulfill all the conditions listed herein. The Successful Bidder is required to intimate AIASL in writing at least 15 days in advance about the change.
5. Service provider shall ensure that all the shifts shall be manned as required by the contract. Failure to do so in any given shift shall invite penalty, which shall be deducted from the amount payable to the service provider by AIASL.
6. AIASL reserves the right to change working locations by giving prior intimation to provide service at such changed locations at the same rate.
7. Duty Roster for deployment of personnel at the location shall be handed over to the AIASL official of that location at the beginning of every month by the Supervisor. Any change of personnel in the shift pattern shall be informed to AIASL's designated Official through the Supervisor by the Service Provider as and when effected and the reason for the change effected.

**Penalty:**

1. Timely and uninterrupted service as per Scope of Work provided in this Tender and quality service standards shall be the essence of this contract. In case of failure on the part of the Service Provider to comply with any one or more of the terms of the contract, the applicable penalty clause/s listed below shall be invoked.
  - a. Personnel deputed by Service Provider shall take maximum care during maintenance and operation of equipments at the APEDA unit and while attending service calls. Any damage/losses caused to the cargo/ equipment/ AIASL property/ AIASL employee/ employee of customer airlines and any cargo/ property of customer airlines handled by AIASL due to negligence or improper handling, shall be repaired / replaced/ borne by the Service Provider at their cost without any delay, failing which, AIASL shall get the job done from an alternate source and recover twice the actual cost of damage, repair of the damaged part / machine from the monthly amount payable to the Service Provider.



- b. In case, AIASL finds the services of one or more personnel unsatisfactory, or the personnel so deployed indulging in any activity other than fulfilling their obligations under the. Contract of the Successful Bidder, the same shall be communicated in writing to the Service Provider by AIASL. The Service Provider shall replace such personnel without any delay, but not later than a week, failing which, such personnel shall not be allowed to enter AIASL s premises.
- c. In the event any deployed person of the Service Provider remains absent, AIASL reserves the right to get the work done from alternate source and shall recover such cost incurred from the monthly amount payable to the Service Provider. Over and above this, the penalty for such absenteeism shall be Rs 10,000/- (Rupees Ten Thousand) per day/per incident. The penalty amount shall be deducted from the dues payable to the Service Provider.
- d. Want of spare parts, consumables or any other items shall not be the reason for non-performance of designated duties, and any non-performance on account of the same shall attract a penalty.
- e. The Successful Bidder shall arrange to renew the Airport Entry Passes for their personnel from time to time. Any delay in renewal shall not be the reason/excuse for non-deployment. If such incidents recur, appropriate penalty of Rs. 1,000/- (Rupees one Thousand) per incident/per person will be levied.
- f. In case of failure on the part of the Service Provider to comply with any other listed conditions apart from the above sub clauses In a, b, c, d and e, AIASL reserves the right to terminate the contract and recover from the Service Provider all the losses incurred by AIASL directly or indirectly. The Security Deposit paid by the service provider and / or any other dues payable to the service provider against this contract or any other contract shall be adjusted against such losses and the short fall, if any, shall be made good by the service provider immediately upon receipt of intimation from AIASL to that effect.
- g. At any given time, if deficiencies are observed in manpower/ material/quality of work (as per sole discretion of AIASL) an amount of Rs 1,000/- (Rupees one Thousand) per day /per incident at the affected location as the penalty, will be deducted from the monthly bill and the job will /may be carried out by alternate source at the cost and risk of the successful bidder.
- h. Without prejudice to the above penalty clauses, AIASL reserves the right to take all the remedial actions provided under the law in case of non-fulfillment of contractual obligations by the Service Provider.

**ANNEXURE-V**

**I. Award of Contract** for Comprehensive Maintenance and Operation of equipments at the APEDA unit, at AIASL Cargo section (mentioned in Annexure V, herein) at " CSI Airport, Sahar, Andheri (East), Mumbai. PO will be awarded to the overall L1 bidder.

**II. The Successful Bidder will accept the Contract on an "As-Is-Where-Is Basis" and will provide Quotations for repairs / rectification / installation / upgradation on Non-working parts / systems / machinery / equipment, within ONE Month (30 days) of taking over Comprehensive Maintenance and Operation of Equipments at APEDA, AIASL -Cargo by acceptance of the LOI / PO.**

**III. On account of any relocation of the APEDA unit at the Air India Cargo Section, by the Airport Operator, during the contract period, the Service Provider shall continue to provide the services mentioned in the Tender, at such relocated area, without any additional charges.**

**IV. SCOPE OF WORK**

Subject work consists of two parts as mentioned below:

A) Operation of the Facilities

B) Comprehensive Maintenance of the Facilities.

**Estimated Total Cost per annum for A + B = Rs 1.00 Crores per annum plus GST & Royalty payable to Airport Operators will be payable extra).**

(a), Operation throughout the term of the Contract, until termination of the Facilities (defined hereinabove) provided at the perishable cargo complex in the APEDA unit, on round the clock basis, throughout the year by providing trained and experienced Engineers, Technicians, Operators and Helpers, etc., bearing the qualifications as mentioned herein under. For the avoidance of doubt it is hereby clarified that the operation of the said Facilities, mentioned in this Tender, need to be provided by the Successful Bidder twenty four (24) hours a day and on all seven (7) days of the week (In a English calendar), throughout the year until termination of the Contract.

(b) Maintenance of these facilities, throughout the term of the Contract, until termination by repairing the Equipments provided as mentioned herein under, at the APEDA unit, including providing a supply of spares (at no extra cost) by the Successful Bidder and providing trained and experienced staff, without interruption i.e. for twenty four (24) hours a day and on all seven (7) days of the week (in a English calendar), throughout the year until termination of the Contract. It is hereby clarified that, such maintenance shall not in any manner affect the operational services of the aforesaid facilities, with the help of operating team being provided by the qualified personnel of the Successful Bidder.

**V. WORK CONTENTS and DETAILS OF EQUIPMENTS** of the subject works which require maintenance / repairs / rectification / installation/ upgradation, are mentioned in the following four sections:

(i) **Refrigeration Facility:** which includes air-conditioning system for pre-setting area, main hall and cold storages (9 nos).

(ii) **Material Handling facility,** which includes: motorized power roller decks (18 Nos.), lowerable work station with weight attachments (3 Nos.), fixed workstations with weight attachments (2 Nos), weighing platforms (4 Nos.), Ball-mat transfer units (418 sq. mtrs.) and Trollies (125 Nos.)

(iii) (a) **Automation facility,** which includes :networking systems automatic weighment and recording, printing of weighment slips taken for each shipment per weighment machine, operation of Mechanized Automatic doors (Truck dock area-8 Nos, Prestaging area-7Nos, Airside doors -2Nos, Highspeed Fabric Roll doors 2 Nos), Smoke Detection and Fire Alarm Systems, Close Circuit Monitoring System, Public Address System, etc.

**(b) IT Equipment:**

SN	Particulars	Qty.
a.	Servers	2
b.	Personal Computers	4
c.	Hard Copy Printers	2
d.	LAN Bridge	2
e.	Switches	2
f.	PLC	1
g.	Xbox	1

**(iv) Electrical System: Power supply system consists**

(a) HT breakers ( 2 Nos), Transformers (2 Nos), LT Panel, HT & LT Cabling up to and from panels including termination, Power Factor Improvement Capacitor with associated panel, Diesel Generator Sets (2 Nos.) with AMF panel and Fueling System and Storage facilities.

(b) General lights in Pre-setting area, Main Hall, Cold-storage and Back-up Office area. Yard lighting at Parking / Docking area, desired power supply to various equipments including distribution panels, boards, cables, termination and earthing etc.

(c) Shall maintain Logs of all consumption Maintenance schedules, DG Set running schedules, fuel consumption, Electrical consumption patterns, maintenance of high Power factor to the tune of 0.99 to unity. Maintenance of Lighting levels with monthly cleaning of the lamps, timely replacement of lamps, and timely replacement of defective components.

## **VI. MAINTENANCE SERVICES TO BE PROVIDED WITH REGARD TO THE FACILITIES**

### **1. Refrigeration:**

1.1. All the equipments, as mentioned above and as given by AIASL, will shall be repaired without extra costs including the replacement of parts / spares thereof.

- 1.2. Refrigerant gas, Oil, as and when required for the refrigeration system including topping-up, will be made available in the said system without extra costs.
- 1.3. Performance of System is guaranteed and in case of failure, liquidated damages up-to 0.5% per day to the maximum of 5% of the approved contract value per incidence.
- 1.4. Cleaning of Equipments (including air filters, compressors, internal/ external parts on a continuous basis). Cleaning of the Insulated Panels and to ensure no fungal growth.
- 1.5. Checking and monitoring Performance of the Air Conditioning System and same to be recorded by maintaining register.
- 1.6. Strict Maintenance of cooling efficiency at all times. Different areas within APEDA require different temperature settings, such as at Pre-setting Stage, Main Hall, Cold Rooms etc. The same to be monitored and adjusted as per requirement.
- 1.7. Maintenance and logging of chiller temperatures when in use. Similar logging and maintenance of Deep Freezer rooms.

## **2. Material Handling:**

- 2.1. All the equipments supplied under this section are maintained for day to day use without additional costs.
- 2.2. Repairs including replacing the spares wherever required, will be done without additional costs.
- 2.3. Weighing machines shall be checked and calibrated for correctness by Statutory Bodies on quarterly / half yearly / yearly basis at no cost to AIASL and necessary records / test reports shall be submitted to AIASL.
- 2.4. Spares, such as bearings for roller and drive with drive chain, sprocket, motor clutch, hose elbow, nipple, cylinderised kit, pump, sensors, load cell, push-button switch, MCB controller, overload relays, levelling pads, levelling jobs, ball units, swivel and wheel brackets, bearing wheel and consumables, wherever required will be repaired /provided at no extra costs. No separate charges towards labour components.
- 2.5. Operating, Checking and Repairs to motors including supply of spares and rewinding is also included in Annual Maintenance Contract and will be done at no extra costs.
- 2.6. Roller beds and ball mats when damaged/dented/unserviceable, to be repaired as and when required.
- 2.7. Oiling of ball mats and roller chains to be done every week.
- 2.8. Pins and rivets and other essential spare parts / operating equipment to be made available on site.
- 2.9. Air curtains to be replaced when worn out at no additional costs.

2.10. Copper wiring and other cables to be encased in rubber tubing to prevent theft or pilferage.

2.11. Smoke and fire detectors to be in good working order, with drills taken on periodic basis and logged the results.

2.12. Public Address system to be functional and checked every day basis.

### **3. Automation:**

3.1 This section covers Automation of Refrigeration and Air Conditioning, Material handling equipments, Motorised doors, Weighing operation through Programmable logic Controller (P.L.C). PLC is connected to 2 Nos. window NT.

3.2 The scope of work for automation will consist of the following -.

(i) Comprehensive maintenance of all equipment stated in Work Contents clause iii (b).

(ii) The Service Provider will upgrade the new Software releases as and when required for Servers / PCs along with Antivirus.

(iii) The Service Provider will ensure the Smoke and Fire Detector systems are in good working condition

(iv) The Service Provider shall ensure the Public Address system is functional.

(v) The AMC for the APEDA software resident on the APEDA server should cover any modifications, enhancements, industry changes as and when required should be carried out by the Successful Bidder.

(vi) The Service Provider will supply 4 PCs and associated technical accessories, with adequate technical capacities, as required, to be commensurate with AIASL and Customs/Airlines' systems, apart from providing technical support for installation and maintenance of the same.

3.3 Work station with Supervisory Control and Data Acquisition System (SCADA) soft work.

3.4 Following accessories are included in the Annual Maintenance and Operating Contract shall be repaired / replaced / upgraded without any additional costs to AIASL.

CPU Board, Power supply card, I/O Cards, communications cords, cables and accessories, operator's panels output relay cord, temperature and relative humidity sensors, transmitters, Ethernet hardware, electronic display, photo-electric switches, door limit switches, push-buttons, printer, load cell, weight transmitters and panel components.

### **4. Electric Installation**

4.1 Electrical installation Includes HT breaker, LT breaker / switches, HT cables, Capacitor Banks, Electrical Panels, DG set with AMF Panels, LT cables, LT Panels, general lighting in Control Room / Parking & Docking areas etc

4.2 Checking, Operation and Repair of all equipments covered in this section are carried out at no extra costs.

4.3 Yearly testing of transformer / HT installation and Preventive Maintenance as per Statutory requirement will be carried out without any additional charges.

4.4 The Diesel Generators (2 nos) to be kept in working order along with the requisite spare parts. The DG sets should be run alternately once a week and records of the same to be maintained, duly obtaining the signatures of the designated AIASL official.

4.5 Checking of Transformer oil and obtaining tests results. Getting the substation inspected from the Electrical inspector's office on yearly basis and obtaining their safety certificates and submitting to AIASL.

## **VII. ADDITIONALS:**

### **1. Housekeeping:**

1.1 Regular inspection of APEDA facility for cleanliness.

1.2 Issuance of necessary Instructions to the cleaning agency contracted to clean APEDA.

1.3 Monitoring the cleaning activities done by the cleaning agency, especially when cleaning under the pits or any other sensitive areas, in order to avoid accidents or damage to equipment and personnel.

1.4 Any negligence in monitoring the cleaning activities under the pit areas / work stations / loss / damage, the Bidder shall indemnify AIASL from the liability.

1.5 First Aid Box to be kept available at all times.

1.6 Submitting a weekly report to the Manager-APEDA.

1. Safety and Security of Personnel and Infrastructure:

2. Successful Bidder will ensure that all fire detector / alarm / PA systems are maintained in good working condition and tested on a monthly basis.

2.1 All equipment to be regularly checked for any defects/damage and for any potential hazards that may cause a threat to the safety of personnel and infrastructure.

2.2 Service Provider to ensure that all employees / personnel undergo programmes for Security Awareness, Safety Management Systems and Fire Safety, records of which will be provided to AIASL.

2.3 Service Provider to ensure that all its personnel abide by safety precautions as laid down without any deviation

2.4 A reporting system to be in place which encourages Hazard Identification and proactive reporting, to be followed by doing a Risk Assessment and Risk Mitigation process. The results of such Analysis to be shared with AIASL, to enhance Safety Standards and prevent any potential incidents/accidents.

## **PERFORMANCE AND PENALTY**

(1) Timely and uninterrupted service as per Scope of Work provided in this Tender and quality service standards shall be the essence of this Contract. In case of failure on the part of the Service Provider to comply with anyone or more of the terms of the Contract, the applicable penalty clause / s listed below shall be invoked.

### **(a) Refrigeration:**

Service is required to be provided for twenty four (24) hours a day and on all seven (7) days of the week (in an English calendar), throughout the year until termination of the Contract. However, in case the services are not rendered, as mentioned herein a penalty will be charged at Rs 2000/-per hour until the services are restored.

### **(b) Material Handling:**

Service is required to be provided for twenty four (24) hours a day and on all seven (7) days of the week (in an English calendar), throughout the year until termination of the Contract.

A penalty of Rs 2000/(Rupees Two Thousand) - per hour will be charged for non-availability of equipments as stipulated above less than 80% of the time.

### **(c) Automation:**

Service is required to be provided for twenty four (24) hours a day and on all seven (7) days of the week (in an English calendar), throughout the year until termination of the Contract.

The Service Provider shall deploy requisite manpower resources to meet Service Level Requirements with an uptime of 95% for PCs, Printers and Networking Equipments and 99% for Server usage calculated on weekly basis.

Re 2/-per minute shall be levied as penalty for exceeding the stipulated uptime as mentioned above.

### **(d) Electrical Installation**

The Service Provider shall provide 100% power supply for twenty four (24) hours a day and on all seven (7) days of the week (in an English calendar), throughout the year until termination of the Contract, general lighting, and operational efficiency of all allied equipment. However, if services are not provided as stipulated above, the Service Provider will be penalized at Rs 2000/ -per hour. It is to be noted that, any discrepancy in providing the aforesaid services, shall be decided by AIASL and the Successful Bidder shall not dispute the same.

## VIII. WARRANTY

- a. The Successful Bidder represents and warrants that the services being provided hereunder will be performed with utmost care and in a diligent manner consistent with the industry standards.
- b. The Successful Bidder hereby warrants that the spares, as mentioned above, shall be free from defects in materials or workmanship during the warranty period (as mentioned below).
- c. The warranty period shall commence from the date the spares are fitted by the Successful Bidder and shall be valid for the entire Term of the Agreement.
- d. The spares so supplied and fitted by the Successful Bidder shall be of the best quality and workmanship and shall strictly adhere to the specifications/requirements of AIASL. Further, AIASL is entitled to levy a penalty of Rs. 25000/- (Rupees Twenty five Thousand) per hour of downtime, resulting from the malfunctioning for every such defective/fake/substandard spare.

## IX. DEPLOYMENT OF STAFF: The service provider should deploy the staff for subject requirement as per following list:

### I. Refrigeration System:

a) Engineer:

Qualifications: B E. Supervisory level (Minimum Five years experience)

Presence at site: 1 (No.) In General Shift

Timings: General shift: 9 am to 6 pm

b) Technicians: Electrical and Refrigeration Technicians

Qualifications: I.T.I.

Experience : 3 years

Presence at site 2(Nos.) per shift, 6 (Nos.) in 3 shifts

Timings: Morning shift 6 am to 2 pm, Afternoon shift 2 pm to 10 pm, Night shift 10 pm to 6 am

### II. Material Handling:

a) Engineer:

Qualifications: B.E. Supervisory level with specialization in Bearings, Conveyers and Hydraulic Systems.

Presence at site : One in General Shift

Timings: General Shift 9 am to 6 pm



b) Operators-cum-Technicians:

Qualifications. I.T I Qualified

Presence at site: 1 (No.) per shift, 3 (Nos.) in 3 shifts.

Timings: Morning shift 6 am to 2 pm, Afternoon shift 2 pm to 10 pm,  
Night shift 9 pm to 6 am

### III. Automation:

a) Supervisory (staff) :

Qualifications: B.E (Electronics / instrumentation)

Experience: 2-3 years

Presence at site: 1 (No.) per shift, 3 (Nos.) in 3 shifts

Timings: Morning shift 6 am to 2 pm, Afternoon shift 2 pm to 10 pm,

Night shift 9 pm to 6 am

Duties and Responsibilities:

The Engineers will be responsible for the uninterrupted operations of the entire automation System. They shall also be fully conversant and be able to operate the software system of APEDA.

b) Operators-cum-Technicians

Instrument-Electrical Technicians:

Qualifications : ITI/NCTVT/Diploma in Instrumentation/Electronics

Experience. 2 3 years relevant experience in Industry

Presence at site: 2 (Nos.) per shift, 6 (Nos.) in 3 shifts

Timings Morning shift 6 am to 2 pm, Afternoon shift 2 pm to 10 pm,  
Night shift 9 pm to 6 am

Duties and Responsibilities:

To attend problems in the control system, field instruments, wiring etc, immediately as they occur to ensure uninterrupted functioning of the total System.

Electrical System:

a) Supervisory staff :

Qualification: Experience to work on 11 KV systems

Experience : 2 to 3 years

Presence at site : General Shift.

Timings: Gen Shift 9 am to 6 pm

Duties & Responsibilities:

Organize routine and preventive maintenance of 11 KV VCBs, transformers, DG Sets, ACBs, PMCC, MCCs, lighting system, Earthing System, Fire Alarm, Public Address System etc.

b) Operators-cum-Technicians:

Electrician-cum-DG Set Operators:

Qualification: IT I./NCTVT/Diploma in Electrical with license to work on 11 KV system

Experience: 2-3 years relevant experience in industry on similar equipment

Presence at Site. 1 (No.) per shift, 3 (Nos.) In 3 shifts

Timings: Morning shift 6 am to 2 pm, Afternoon shift 2 pm to 10 pm,

Night shift 9 pm to 6 am

Duties and Responsibilities:

To attend problems in electrical systems, ensure uninterrupted power supply to the terminal equipment and the system carry out preventive and breakdown maintenance on electrical systems and Diesel Generating Sets. Carry out the operation of DG Sets as and when required.

## **X. GENERAL**

A. Consumable such as tube lights / starters / chokes etc will be supplied by Service Provider at no cost to AIASL.

B. Diesel for the generators to be procured by the Service Provider as and when required. Amount towards the cost of Diesel will be reimbursed based on actual receipts / bills plus GST.

### **(I) Attending Complaints:**

1. The Service Provider shall make arrangements to receive complaints round the clock at AIASL's premises on all days of the week including Saturdays, Sundays and Holidays.

2. The Service Provider shall ensure attendance to Emergency/Routine complaints given below within specified time limits, along with operating team. The Service Provider must provide a Standard Operating Procedure on how the complaints on all aspects would be attended to.
- a) Emergency Complaints: Complaints like replacement of fuses, short circuit, single phasing, temporary wiring for defective portion etc, should be attended within one hour from the time of receipt of complaint.
- b) Routine Complaints: Complaints like replacement of fused bulbs, tubes, switches, sockets, repairing of fans/regulators etc, should be attended within 24 hours from the receipt of complaints.
- c) The necessary consumables such as tube light, lamps and other accessories/spare parts of light fixtures, MCBs, switches, wires, cables, etc. will be provided by the Service Provider at no extra cost to Air India .
- d) Restoration of power supply, if interrupted due any reason, shall be done within 15-20 minutes by the Service Provider.
3. The Service Provider shall depute adequate number of Electricians, Technicians and, Helpers to ensure rectification/repairs within the time limit, as indicated above. In case additional hands are required for liquidating pending complaints and / or for preventive maintenance work, additional manpower as necessary, will be deployed by the Service Provider at no extra cost.
4. The Service Provider shall provide complete test and tool kits such as screw driver set, pliers, hammer, chisel, test lamp holder, line tester, electric hand and hammer drilling 'machine, hand and hydraulic crimping tools, spanner set, hacksaw, screw wrench, pipe wrench etc. for the staff for duty. The Service Provider shall also provide sufficient number of ladders, H.T, &L.T. meggers, torchlights, clamp tester, multimeter, earth tester and other testing equipments required at site. The above tools and testing equipments shall be made available by the Service Provider for inspection by the AIASL representative at all times during the contract period.
5. Air India requires that the working staff of the Service Provider be licensed to work on H.T -LT Switch Gear and the Supervisor should be a Diploma Holder in the Electrical Trade with a minimum of two year of experience in maintenance of electrical installations. The Technician/ Electrician should have a valid Wireman's License/ITI Certificate and a minimum experience of five years in maintenance of electrical installations.
6. Supervisors, Electricians/Technicians and helpers on duty shall be available in the maintenance office during the entire shift and shall carry out, duties as per instructions.
7. The supervisor available in the maintenance office shall maintain records of complaints, record of material received and issued for the maintenance work around the clock. He shall also guide the Electrician/Wireman in attending to breakdown complaints and doing preventive maintenance of the installations, as per requirement.
8. The Wireman/Electricians for the sub-stations should have previous experience in operation and maintenance of transformers. H.T. Switch gears, L.T. panels, D.G. Sets, etc apart from the qualifications laid down by the competent authority.

9. The Wireman/ Electricians, and helpers on duty shall be available in the sub-station during the entire shift timing. The sub-stations/installations/plant/machinery shall not be left without an adequate number of attendants at any point of time during the contract period. The Service Provider shall carry out the instructions given by AIASL representatives from time to time With respect to the work under the contract. AIASL expects that the Service Provider will ensure that the staff deployed by him will maintain polite and courteous behavior toward AIASL Staff and all users/ visitors/Regulatory authorities/ Personnel at all times.

10. The Service Provider shall arrange and make available at site, all the tools as mentioned above from the date of commencement of work.

11. The Service Provider shall make adequate on site arrangements to keep all diagnostics tools, spares and standby equipment for support to computer equipment etc.

12. The Service Provider shall maintain the two Diesel generators and ensure they are in top working order. Diesel usage to be monitored so that no wastage is incurred.

13. If the performance of the Service Provider is not satisfactory, and there is a failure to attend to the complaints in the time stipulated in the Contract, failure to provide adequate tools and plants, or failure to attend to any of the works as contained in the Scope of Work, recovery from the monthly bills commensurate with the non - performance, shall be effected. The decision of AIASL in respect to the magnitude on non-performance and recovery thereof, shall be binding on the Service Provider.

14. The Service Provider shall have periodical reviews with the respective AIASL officials to improve /maintain the quality of service. Details of Call Escalation Matrix in two levels, to be maintained in the following format.

A) Call Escalation matrix in two levels in case of any issue:

Mumbai Contact Details	Level I	Level II
Name of the person:		
Designation:		
Address with Mobile / Telephone No:		
e-mail address:		

## ANNEXURE -VI

**Technical Bid Format and Check list (Tender Form) :**

Award of Contract for Comprehensive Maintenance and Operation of Equipments at the APEDA unit,  
- AIASL (Cargo) Section, CSI Airport, Sahar, Andheri (East), Mumbai.

Particulars		Details & Proofs Provided			
1	Name of the Company/ Establishment				
2	Full Address of Registered Office/ principle place of business				
3	Telephone No.				
4	Mobile No				
5	Email Address				
6	Name of the Contact Person				
7	Nature of company (Whether proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Enclose Proof)				
8	Have any partners, officers/ directors having authorization to act and sign on behalf of your organization been involved in bankruptcy / legal disputes / arbitration in the past or present proceedings? If yes are they now legally and fully discharged of their obligations by the court involved?				
9	Particulars of Registration Issued in the name of the bidder	If Yes, give details			
A	Company. Incorporation Certificate or Partnership Firm Registration Certificate (Not applicable in case of Sole Proprietary concern)	Yes	No	Date of Issue	Valid up to
B	Existing Valid license (Under Contract Labour (Regulation & Abolition) Act 1970 showing up to- date renewal. (Only one) or undertaking to be signed as per attachment				
C	PF Registration certificate				
D	ESI Registration certificate with the seventeen digit code allotment letter				
E	PAN/ GIR No				
F	GST No.				
G	Registration with any recognized regulatory / quality / safety Agencies (e.g. DGCA / ISO / IOSA etc and quality accreditation certificate like valid ISO 9000/20000 etc), if any				
H	BCAS Clearance certificate with validity If Available or undertaking to obtain the same before commencement of contract to be submitted				
10a	Three years experience in AMC for Refrigeration unit installed & its operation.				
10b	Copies of 2 Contracts in support of 10 a duly certified by hiring company / self-attested enclosed				

11a	Total Number of personnel employed presently at Mumbai with minimum three years of experience	
11b	Latest ESI Returns	
11c	Annual returns for Provident Fund for the year ending March 2019	
11d	IT Returns for the assessment Year 2019-20	
11e	Tender document signed, stamped and duly completed in all aspects	
12f	Annual Turnover for Financial Year (2019-2020) Rs _____(in Lakhs)	
12b	Annual Turnover for Financial Year (2020-2021) Rs _____(in Lakhs)	
12c	Annual Turnover for Financial Year (2021-2022) Rs _____(in Lakhs) Note: Total annual turnover should be minimum 1 crore out of which atleast 1 contract should be worth Rs. 75,00,000/- or above	
12d	Copy of Balance Sheet and P&L Account for the Financial Years (2019-2020; 2020-2021and 2021-2022) duly signed by Proprietor/Director enclosed : Yes / No	
13	Annual Turnover pertaining to the Business of Annual Comprehensive Maintenance and Operations of Equipments -Financial Year (2019-2020; 2020-2021and 2021-2022) (Auditors Certificate)	
14	Earnest Money Deposit Details: Amount: Rs. 2,00,000/-, Name of Bank _____ Demand Draft No. & Date _____	

15a	Has any of the Bidder's Director/Partner/Proprietor been convicted any time by court of law? Yes/No (If yes, give details)	
15b	Has the Bidder company/Partnership Firm/Proprietary Firm been Blacklisted by any agency of the airport or elsewhere? Yes/No (if Yes, give details)	

16. Details of Contract for Comprehensive Maintenance and Operation of Equipments during last 3 years (A separate sheet may be enclosed for these details together with a copy of contract) :

Sr. No.	Name of contract	Name & Address of Company / Partnership Firm/ Proprietary firm	Period of Contract (From ..... to.....)	No. of Personnel Employed	Annual value of Contract
I					
II					
III					
IV					

17. Any other information which the bidder may like to furnish, separate sheet may be enclosed in support of above Information self-attested copies of all Documents, wherever required to be enclosed.

**18.UNDERTAKINGS:** (To be agreed and signed by the bidder)

i. It is confirmed that if the LOI / PO is awarded by AIASL to us, we shall obtain Form-V from AIASL and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority within one month from the date of the LOI / PO and deposit a copy with AIASL at the time of commencement of the job. In the event of the Service Provider 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.

ii. It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/act (i.e. GST / Work Contract / Provident Fund / Establishment / ESI / Income Tax / minimum wages etc.) shall be produced for verification/checking of AIASL or to third party authorized by AIASL/Law abiding agencies of Govt. of India.

iii. It is agreed that the requisite work as per enclosed work scope would be completed to the satisfaction of AIASL.

iv. It is agreed that the spot surprise checks could be conducted by AIASL / third party authorized by AIASL, anytime and shortcomings are to be penalized.

- I have carefully gone through and have understood and hereby agree to abide by all the General Terms and Conditions, Work Scope and Specifications governing the tender.
- I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and no material information is concealed.
- All the pages of the Technical Bid are signed and any overwriting are signed

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature\_\_\_\_\_

Name & Designation:

Company/Partnership Firm/Proprietary Firm Name & Seal: \_\_\_\_\_



**19. CHECK SHEET:** Following Documents must be attached with Technical Bid  
(Annexure-VI)

		Yes	No	Pg. No
1	EMD Rs.2,00,000/- (DD/ Banker's cheque/ Pay order) of Nationalized bank / Scheduled bank			
2	Self-Attested copies of			
A	Certificate of Incorporation or Partnership Firm Registration Certificate. (Not applicable in case of Sole Proprietary concern)			
B	Existing Valid Contract Labour license -(Copy of One Valid License Only) (with up to date renewal)			
C	PF Registration No in the bidder's name			
D	ESI Registration No in the bidder's name along with seventeen digit allotment letter			
E	PAN/GIR No:			
F	GST Registration No:			
G	BCAS Clearance certificate			
H	PF Returns for the year ending March 2019			
I	Latest ESI Returns			
J	IT Returns for the assessment Year 2019-20			
K	Latest GST returns			
L	Original copy of Authorized Signatories			
M	Registration with any recognized regulatory / quality / safety Agencies[e.g. DGCA / ISO / 10SA etc and quality accreditation certificate like valid ISO 9000/20000 etc), if any			
3	Copy of audited Balance Sheet and P&L account for Financial Years (2019-2020; 2020-2021and 2021-2022) duly signed by Proprietor/ Director			
4	Copies of 2 Contracts depicting the 3 years' experience, duly certified by hiring company/ self-attested.			
4 A	Auditor's certificate for turnover in AMC and Operations of Equipments for the financial years-(2019-2020; 2020-2021and 2021-2022)			
5	Company/Partnership Firm/Proprietary Firm Profile			
6	Submission of Indemnity Bond on non-judicial Stamp paper of Rs. 200/-duly notarized			
7	Tender document duly signed, stamped and completed in all aspects			

**ANNEXURE-VII**

**A) Price/Financial Bid Format:**

Award of Contract Comprehensive Maintenance & Operation of Equipments at APEDA unit, at the AIASL –Cargo, CSI Airport, Sahar, Andheri (East), Mumbai.

Particulars		Details & Proofs Provided	
1	Name of the Company / Establishment		
2	Registered office address / principle place of business		
3	Telephone No.		Mob. No.
4	Fax No.		
5	Name of the Contact Person		
6	E-mail ID		
7	<b>Monthly Charges in Rupees in figures and words excluding GST</b> <b>(A) Comprehensive Maintenance</b>  <b>(B) Operation of Equipments</b>  <b>Total (A+B)</b>	Rs.: _____	Rs.: _____
8	GST Percentage & amount		

**B) Price/Financial Bid Terms and Conditions:** Price/Financial bid shall be evaluated on the basis of overall lowest party (L1) calculated by the rates quoted as above.

- Royalty etc (if any) will be reimbursed on proof of payment.
- Any overwriting must be signed.

**C) Undertaking:**

- I have carefully gone through and have understood the General Terms and Conditions, Scope of Work, of the tender.
- The Price/Financial bid shall be valid for 120 days from the last date of opening of Technical Bid.
- I hereby confirm that I am authorized to sign the tender document. . '
- All the pages of the Price/Financial bid are signed and also over writings are signed.

Date:\_\_\_\_\_

Signature :\_\_\_\_\_

Place:\_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Company/Partnership Firm/Sole Proprietorship Firm Name & Seal: \_\_\_\_\_

**ANNEXURE -VIII****Indemnity Bond:**

This INDEMNITY BOND IS executed on this \_\_\_\_ the Day of \_\_\_\_\_2022, By \_\_\_\_\_ having, its Registered Office/principle place of business at hereinafter 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 their successor and assigns).

Whereas \_\_\_\_\_ (name of the Service Provider) shall enter into an agreement with AI Airport Services Limited, a Company hereinafter referred to as "AIASL" incorporated in New Delhi under Companies Act 1956 having, its Headquarters 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 comprehensive Maintenance and Operation of Equipments at APEDA Unit, at AIASL Cargo Section (mentioned in Annexure V, herein) at CSI Airport, Sahar, Andheri (East), Mumbai.

1. In terms of Clause 6 in Annexure III of the terms and conditions specified in the Tender Ref No. 1247 dated 07.07.2022 for award of contract for Comprehensive Maintenance and Operation of Equipment at APEDA Unit, at AIASL - Cargo section, the Service Provider agrees to undertake to keep AIASL 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 6 in Annexure III of the terms and conditions specified in the 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 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 AIASL 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 One Month from the receipt of LOI (letter of intent), obtain Form-V from AIASL and arrange license under Contract labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority and deposit a copy with AIASL at the time of commencement of the job. In the event of the Service Provider not being 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.

4. It is further agreed that the Service Provider shall indemnify AIASL 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, Bombay Pune 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 AIASL 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 AIASL against any claim/s and liabilities arising out of the contract during the Validity of the contract.

6. 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, 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 AIASL 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 AIASL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by AIASL 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 their employees deployed on contract awarded to them by AIASL.

8 The Service Provider indemnifies AIASL / Air India and its subsidiaries against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. We further indemnify AIASL / Air India and its subsidiaries against any losses that may accrue / occur on account of any vigilance case to be filled / to be filed by ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws.

9. The Service Provider hereby indemnifies and agrees to keep the AIASL indemnified, against any clause elsewhere as referred to in this tender ref. no, 1247 dated 07.07.2022 for Comprehensive Maintenance and Operation of Equipments at APEDA Unit, at AIASL - Cargo section which specifies so.

Signed, Sealed & Delivered

Within the named -----

Through their Director / Proprietor / Partner.

Witness:

1.

2.

**ANNEXURE -IX****BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

Date of Issue: \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Amount: \_\_\_\_\_

To,

Air India Air Transport Services Limited,

Mumbai.

WHEREAS ..... (name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Tender Ref.No. 1247 dated 01.07.2022 for Comprehensive Maintenance and Operation of Equipments at APEDA Unit, at AIASL - Cargo Section and has been awarded the Contract Ref. No. \_\_\_\_ dated \_\_\_\_\_ for Comprehensive Maintenance and Operation of Equipments at APEDA Unit, at the AIASL - Cargo Section (mentioned in Annexure V, herein in the Tender) at Chhatrapati Shivaji Maharaj International Airport (CSI) Airport, Sahar, Andheri (East), Mumbai (herein after called "the Contract").

AND WHEREAS it has been stipulated by AIASL in the said Tender that the Service Provider shall furnish you with a bank guarantee by a Nationalised / Scheduled Bank for the sum specified therein as security for compliance with its obligations in accordance with the Tender and 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 Rupees ..... (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 ground or reason for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We, the \_\_\_\_\_ Bank, undertake to pay to you the said amount, so demanded notwithstanding any dispute raised by the Service Provider in any suit or proceeding pending before any arbitral tribunal or court relating thereto, our liabilities under this guarantee being absolute and unequivocal.

AI Airport Services Limited	TENDER	DOC.NO:1247 dated 07.07.2022
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We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ..... 2022

We, the Bank, agree that this guarantee will not discharge due to change in the constitution of the bank of Service Provider.

We, the Bank, undertake not to revoke this guarantee during its currency.

In witness whereof of the bank, through its authorized offices has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Dated at \_\_\_\_\_ this day of \_\_\_\_\_, 2022.

For \_\_\_\_\_ Bank

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch