## AI ASSETS HOLDING LTD.

## **TENDER DOCUMENT**

### TENDER NO. P&CW/CIV/2022/01

DATED :25-06-2022

Name of work	:	Term Contract for Annual maintenance/ Repair of Civil, Water supply and Sanitary Installation in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003.
Submission of Tender	:	O/o Chief of Properties & Monetization 2 <sup>nd</sup> Floor, Reservation Building Safdarjung Airport, New Delhi-110003.

### **ISSUED TO :**

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#### AI ASSETS HOLDING LTD. NOTICE INVITING TENDER

#### TENDER NO. P&CW/CIV/2022/01

DATED :25-06-2022

#### Subject :Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003.

Estimated Cost :Rs. 55.00 Lakhs

Period of Contract :12 Months

Sealed tenders are invited by Chief of Properties & Monetization on behalf of AI ASSETS HOLDING LTD. under **two bid systems** i.e. **Technical Bid – Cover 1 & Financial Bid – Cover -2** for the subject job. Interested parties having their registered office/Branch office in NCR Delhi fulfilling eligibility criteria may apply on prescribed Tender form.

Tender documents giving details of work scope & other terms and conditions may be obtained from the office of Chief of Properties & Monetization, Air India, 2<sup>nd</sup> Floor, Reservation Building, Safdarjung Airport, New Delhi against a request on the letter head of the company and on payment of **Rs. 1,000/- in cash (Non-refundable)** at AIAHL 2<sup>nd</sup> Floor, Reservation Building, Safdarjung Airport, New Delhi:-110003 between 10:00 hrs. and 16:00 hrs. (Except between 1300 hrs to 1400 hrs) on any working day (Except Sat./Sun/Holiday) from 28.06.2022 to 20.07.2022. The **Tenderers, who have downloaded tender documents from the website shall not be allowed to quote their rates on such downloaded documents. This will be, however, only for reference purposes. The tender dully filled in the prescribed manner shall be valid only if the documents have been purchased from the office of above mentioned address of M/s AI ASSESTS HOLDING LTD. on payment of prescribed cost of tender document.** 

#### **Cover No. 1 (Technical Bid) Contents:**

- 1. Notice Inviting Tender
- 2. Acceptance Letter
- 3. Qualification Criteria Annexure "A" (containing 02 pages)
- 4. Pro-forma for Technical Bid Annexure 'B' (containing 03 pages)
- 5. Contract Administration Proforma Annexure 'C' (containing 02 pages)
- 6. General terms & conditions Annexure 'D' (containing 11 pages)
- 7. Demand Draft for Earnest Money Deposit of Rs.1,10,000/- (Rupees one lakh Ten thousand only)

#### **Cover No. 2 (Financial Bid) Contents:**

- 1. Scope of Works Annexure 'E-I' (containing 01 page)
- 2. Schedule of Rates Annexure 'E-II(containing 88 pages)
- 3. Pro-forma for Financial Bid Annexure 'F' (01 page)
- 4. List of Approved Materials Annexure 'G' (containing 02 pages)
- 5. Undertaking for service tax Annexure 'H' (containing 01 page)

Technical Bid – Cover-1 : Containing unconditional acceptance letter, Annexure –A,B,C,D & Demand Draft for Earnest Money Deposit of Rs.1.10 lakh (Rupees one lakh ten thousand only) is to be submitted in a separate sealed envelope, super scribed with remarks "Technical Bid – Cover-1 Tender No.P&CW/CIV/2022/01 dt.25.06.2022 for Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

Financial Bid – Cover -2 : Containing Annexure – 'E-I'&'E-II', Annexure –'F', Annexure-'G'& Annexure-'H' is to be submitted in a separate sealed envelope superscribed with remarks "Financial Bid–Cover-2 Tender No. Tender No. P&CW/CIV/2022/01 dt.25.06.2022 for Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

#### All the papers submitted to be signed and stamped.

Both the above envelopes are put in a master envelope in sealed condition, clearly indicating Tender No. P&CW/CIV/2022 dt.25.06.2022 for "Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

Last date & time for purchase of tender	:	20-07-2022 up to 15.00 hours.
Last date & time for submission of tender	:	21-07-2022 up to 15.00 hours.
Date & time of opening of Technical Bid	:	21-07-2022 at 15.30 hours

Technical Bid will be opened first. Financial bid of only those tenderer who qualify in the Technical Bid will be opened. Intimation will be sent to those tenderer who qualify in the technical bid. No correspondence in this regard will be entertained.

Tenderers who wish to be present at the time of opening of bid may do so.

AIL reserves the right to reject any tender in part or full without assigning any reason.

Tender should be addressed & submitted in the Tender Box kept at the following address:

O/O Chief of Properties & Monetization AI Assets Holding Ltd. 2<sup>nd</sup> Floor, Reservation Building, Safdarjung Airport, New Delhi.-110003.

#### ACCEPTANCE LETTER

Chief of Properties & Monetization AI ASSETS HOLDING LTD 2<sup>nd</sup> Floor, Reservation Building Safdarjung Airport, New Delhi.

Sir,

We hereby unconditionally accept the tender terms and conditions in its entirety for Tender no. P&CW/CIV/2022/01 dt.25.06.2022.

We also confirm that payment of Earnest Money Deposit has been made in the form of demand draft/Pay Order and receipt of the same is enclosed where applicable.

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

Dated:

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#### SIGNATURE OF THE TENDERER WITH RUBBER STAMP

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**DUPLICATE** 

#### **ACCEPTANCE LETTER**

Chief of Properties & Monetization, AI Assets Holding Ltd. 2<sup>nd</sup> Floor, Reservation Building, Safdarjung Airport, New Delhi-110003.

Sir,

We hereby unconditionally accept the tender terms and conditions in its entirety for Tender no. P&CW/CIV/2022/01 dt.25.06.2022.

We also confirm that payment of Earnest Money Deposit has been made in the form of demand draft/Pay Order and receipt of the same is enclosed where applicable.

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

Dated:

SIGNATURE OF THE TENDERER WITH RUBBER STAMP

#### **QUALIFICATION CRITERIA**

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

Subject : Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

- (a) **Eligibility**: The tenders for this contract will be considered only from Contractors to have successfully completed similar work during the last 7years as on the end of previous month in which tender are invited and as detailed below only shall be considered:
  - i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
  - ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
  - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

# Similar works would mean all kinds of Civil works, maintenance & Repair works of Buildings in residential colony/ Offices in Govt./Semi Govt./PSU.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for bids.

- iv) Should have had average annual financial turnover during the last three years ending  $31^{st}$  March 2021 at least 30% of the estimated cost required to be submitted at the time of submission of tender.
- v) Should have latest Solvency Certificate from Nationalized Bank/ Scheduled Bank amount equal to 40% of the estimated cost required to be submitted before opening of Technical Bid.
- vi) Should have valid PAN, PF Registration Number ESI Registration Number, GST Number and should submit the same at the time of submission of tender

1

#### **QUALIFICATION CRITERIA**

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

- (b) **Tender Fee**: The Tenderer will furnish along with Technical Bid –Cover -1 Non-refundable Tender fee of required amount as per NIT by way of DD/Pay Order drawn in favour of AI ASSETS HOLDING LTD payable at New Delhi.
- (c) **Earnest Money Deposit** : The Tenderer will furnish along with Technical Bid Cover -1 Earnest Money of required amount as per NIT by way of DD/ Pay Order drawn in favour of AI ASSETS HOLDING LTD. payable at Delhi. No other mode of payment is acceptable.
- (d) Acceptance Letter : The tenderer will submit along with Technical Bid Cover-1 the "Acceptance Letter" which is in duplicate along with tender, their acceptance to AIAHL's tender terms & conditions in its entirety.

Chief of Properties & Monetization, AI ASSETS HOLDING LTD.

#### ANNEXURE - 'B'

#### PROFRMA FOR TECHNICAL BID (COVER NO. 1)

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

Subject : Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

Tender is required to submit the following details along with supporting documents:

Sl. No.	Description	
1	Name of the Company	
2	<ol> <li>Full address of the Registered office</li> <li>Telephone/Mobile/Fax No</li> <li>Contact person</li> <li>E-mail ID(Mandatory Requirement)</li> </ol>	
3	Proof of Registration in CPWD/PWD/MES/RLY. Or PSU companies etc.	
4	Are you a Company/ Registered Firm / Proprietorship/Partnership/Corporation/Sister Concern/Any other (specify) (Enclose proof)	
5	Work experience certificate from clients of having satisfactory completed works of similar nature:-	
(i)	Name of Client	
	Name of work	
	Completion Value	
	Date of Start	
	Date of completion as per agreement	
	Actual date of completion of work	

(ii)	Name of Client	
	Name of work	
	Completion Value	
	Date of Start	
	Date of completion as per agreement	
	Actual date of completion of work	
(iii)	Name of Client	
	Name of work	
	Completion Value	
	Date of Start	
	Date of completion as per agreement	
	Actual date of completion of work	
6	EMD in the prescribed mode for the required amount as per NIT	
7	Annual Turnover for the last 03 financial years to be enclosed (copy of certificate from Chartered Accountant & copy of Annual Accounts/Balance Sheet to be attached) ending 31.03.2022.	
8	Copy of IT Return for last 03 financial years to be enclosed ending 31.03.2022.	
9	Copy of GST Registration Certificate	
10	Original Bank Solvency certificate for the amount equivalent to 40% of estimated cost. Applicable for tender costing more than Rs. 25.00 lacs	
11	Undertaking for Labour License on Company's letter head.	

12	Have you/your Company being served with show cause notice for non-compliance with any of the statutory provisions of Labour Laws / Criminal Offences in the past	Yes / No (If yes, state the outcome and its present status)
13	Has any Director/Partner/Proprietor been convicted	Yes / No
14	Whether any Director / Employee on the payroll of your Co. belong to AIL (if yes give details)	Yes / No
15	Whether Party have valid Electrical license from competent authority.	Yes / No
16	Any other information which tenderer may like to furnish (Separate sheet may be enclosed if required)	

<u>**Tender Fee**</u>: The Tenderer will furnish along with Technical Bid –Cover -1 Non-refundable Tender fee of required amount as per NIT by way of DD/Pay Order drawn in favour of AI ASSETS HOLDING LTD. payable at New Delhi.

**Earnest Money Deposit** : The Tenderer will furnish along with Technical Bid – Cover -1 Earnest Money of required amount as per NIT by way of DD/ Pay Order drawn in favour of AI ASSETS HOLDING LTD. payable at Delhi. No other mode of payment is acceptable.

<u>Acceptance Letter</u>: The tenderer will convey along with Technical Bid – Cover-1 in writing in the "Acceptance Letter" which shall be issued in duplicate along with tender, their acceptance to AIAHL's tender terms & conditions in its entirety.

<u>Contract Administration Proforma</u> : Tenderer will submit along with Technical Bid – Cover No. 1. The Contract Administration Performa duly signed & stamped.

#### SIGNATURE OF CONTRACTOR

#### Declaration

I, \_\_\_\_\_\_ hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake/ incorrect, my EMD may be forfeited.

Place :

Date :

#### Signature with stamp Authorized Signatory of Agency

#### CONTRACT ADMINISTRATION PROFORMA

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

- Subject : Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."
  - 1. Estimated Cost : Rs.55.00 Lakhs (Rupees Fifty Five lakhs only)
  - 2. The Tender documents consist of the following:
    - i) NIT
    - ii) Acceptance Letter
    - iii) Qualification Criteria
    - iv) Proforma for Technical Bid
    - v) Contract Administration Proforma
    - vi) General Terms & Conditions
    - vii) Scope of Work
    - viii) Schedule of Rates
    - ix) Price Bid
    - x) List of approved material
  - 3. The Tenderer is required to pay Earnest Money of Rs. 1,10,000/- (Rupees One lakh Ten thousand only)
  - The completed Tender documents should be deposited in the tender box kept in the office of Chief of Properties & Monetization, AI ASSESTS HOLDING LTD. 2<sup>nd</sup> Floor, Reservation Building, Safdarjung Airport, New Delhi-110003 at 03.00 P.M on 21-07-2022.
  - 5. Technical Bid of Tenders will be opened on the same day i.e. 21.07.2022 at 15.30 P.M or suitable time as per availability of member of the tender committee in the office of the Chief of Properties & Monetization, AI ASSESTS HOLDING LTD. 2<sup>nd</sup> Floor, Reservation Building, Safdarjung Airport, New Delhi-110003 in the presence of any intending tenderers who may wish to be present.
  - 6. Financial Bid of only those tenderer who qualify in the technical bid will be opened. Information will be sent to those who qualify in technical bid. No correspondence in this regard will be entertained.

#### ANNEXURE - 'C'

#### **CONTRACT ADMINISTRATION PROFORMA**

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

7. EARNEST MONEY / SECURITY DEPO	OSIT:	
a) Earnest Money Deposit	:	Rs. 1,10,000/-
<ul> <li>b) Additional Deposit to be made Within 15 days of date of issue of Work order (Performance Guarantee together with EMD)</li> </ul>	·	3% (Three percent)
togetter with EMD)	•	3% (Three percent)
c) Retention percentage from Running/ Final Bill	:	5% (Five percent)
d) Total Security Deposit(a)+(b)+(c)	:	10% of Contract Value
8. Period of Contract	:	12 Months
		Extendable for 12 months as per
		Tender clause No. 36
9. DEFECTS LIABILITY PERIOD	:	06 Months
<ol> <li>Minimum value of work to be done Between two consecutive Running Account Bills for claiming by the</li> </ol>		
Contractor	:	Rs.1,00,000/-
<ol> <li>Percentage permitted in Rate analysis</li> <li>For Extra / Deviated items to cover</li> </ol>		
Overheads and Profits	:	20% (TWENTY PERCENT)

- 12. You shall also execute suitable policy of Insurance in terms of 'Conditions of Contract and shall deposit the same with us till the expiry of the contract.
- You are required to comply with provisions of contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulations & Abolition) Central Rules 1971 and Minimum Wages Act & Rules thereof of Central & State Governments.

SIGNATURE OF CONTRACTORChief of Properties & MonetizationWITH STAMPAI ASSETS HOLDING LTD.

#### AI ASSETS HOLDING LTD.

#### ANNEXURE -'D'

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

Subject : . Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

#### **GENERAL TERMS & CONDITIONS**

- 1 AIL as used in the tender document means **AI ASSETS HOLDING LTD**.
- 2 The "Tenderer" 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 AIAHL tender notice.
- 3 It is further clarified that individual signing the tender or other documents in connection with the tender must certify whether he signs as :
  - A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - A partner of the firm if it is a partnership 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, all the Partners should sign the tender.
  - Constituted attorney of the firm, if it is a Company.
  - Authorized signatory of the firm.
- 4. The technical bids will be opened first. Price bid of only those Tenderer who qualify in the technical bid will be opened. Intimation will be sent to those Tenderer who qualify in the technical bid. No correspondence in this regard will be entertained. Offers should be valid for AIAHL acceptance for a period of minimum **90 days** from the closing date of the tender.
- 5. Tenderer are advised to study the tender documents carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 6. Tenders should be filled in prescribed forms duly signed and stamped and prices be clearly written/typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Tenderer.

#### ANNEXURE -'D'

dt.25.06.2022

#### TENDER NO. P&CW/CIV/2022/01

#### **GENERAL TERMS & CONDITIONS**

- 7. (a) **Eligibility**: The tenders for this contract will be considered only from Contractors to have successfully completed similar work during the last 07years as on the end of previous month in which tender are invited and as detailed below only shall be considered:
- i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
  - ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
  - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

# Similar works would mean all kinds of Civil& Electrical Maintenance & Repair works of Buildings in residential colony offices in Govt./Semi Govt./PSU.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for bids.

- iv) Should have had average annual financial turnover during the last Three years ending  $31^{st}$  March 2022 at least 30% of the estimated cost required to be submitted at the time of submission of tender.
- v) Should have latest Solvency Certificate from Nationalized Bank/ Scheduled Bank amount equal to 40% of the estimated cost required to be submitted before opening of Technical Bid.
- vi) Should have valid PAN, PF Registration Number, ESI Registration Number, GST Number and should submit the same at the time of submission of tender.
- (b) **Tender Fee**: The Tenderer will furnish along with Technical Bid –Cover -1 Nonrefundable Tender fee of required amount as per NIT by way of DD/Pay Order drawn in favour of AI ASSETS HOLDING LTD. Air India Ltd. payable at New Delhi. This is for those who have downloaded the tender from our website.

dt.25.06.2022

#### TENDER NO. P&CW/CIV/2022/01

#### **GENERAL TERMS & CONDITIONS**

- (c) **Earnest Money Deposit** : The Tenderer will furnish along with Technical Bid Cover -1 Earnest Money of required amount as per NIT by way of DD/ Pay Order drawn in favour of AI ASSETS HOLDING LTD. No other mode of payment is acceptable.
  - Earnest money deposit will not carry any interest.
  - "Tenders" PART I without Earnest Money Deposit (EMD) shall be rejected.
  - The EMD of unsuccessful Tenderer will be refunded in due course.
  - In case, the successful Tenderer refuses to accept the contract or fails to start the work, the EMD will be forfeited.
  - If any Tenderer is backing out at any stage during the process of evaluations, or does not accept the contract in full or in part, the EMD of that tenderer will be forfeited.
  - In case successful tenders, the EMD will be retained as Security Deposit during the contract period.
- (d) Acceptance Letter : The tenderer will submit along with Technical Bid Cover-1 the "Acceptance Letter" which is in duplicate along with tender, their acceptance to AIAHL's tender terms & conditions in its entirety.
- 8 Conditional bids would not be accepted.
- 9 Bids received by AIAHL after the given time and last date of receipt of bids will not be considered.
- 10 In case both the tender forms Part -I & Part –II are not sealed separately and are received in single sealed cover, the same will not be considered.
- 11 Tenderer shall give the official AIAHL address, E-mail ID & FAX numbers to which all correspondences shall be sent by AIAHL. Also if address is changed, the same shall be intimated to AIL.
- 12 AIAHL reserves the right to accept/or reject any/or all bids, and all the tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Tenderer(s) or without any obligation to inform the Tenderer(s) of the grounds of its action.

3

#### ANNEXURE –'D'

#### TENDER NO. P&CW/CIV/2022/01

dt.25.06.2022

#### **GENERAL TERMS & CONDITIONS**

- 13 Any notice by one party to the other pursuant to the contract, shall be sent in writing to the address specified for that purpose in the Contract.
- 14 AIL shall promptly notify the Tenderer of any claims arising under the Contract.
- 15 No sub-contracting shall be allowed.
- 16 The Tenderer shall be responsible for the acts and deeds of his personnel deployed by it for the job. AIAHL will, in no way, be responsible for violation of any rules/regulations/instructions of the concerned agencies and/or for any loss or damage caused by its personnel and any such loss or damage shall have to be compensated/borne by the Tenderer.
- 17 Tenderer will deploy his own personnel for supervision of work.
- 18 AIAHL will not be responsible for any injury/casualty sustained/suffered by Tenderer's personnel during the performance of the duties. Any damage or compensation due to any dispute between them and its personnel shall be borne exclusively by the Tenderer. Any expenditure incurred by AIAHL to handle situation arising on account of above or on account of the conduct of the personnel deployed by the Tenderer shall be made good from the Security Deposit/ other amount due to the Tenderer and the Tenderer undertakes to indemnify AIAHL in this regard.
- 19 The rates offered by the Tenderer shall be inclusive of manpower cost, material cost, transportation costs, meal and canteen, identity cards, security clearance and all statutory payments (e.g. PF, Gratuity, ESI, Bonus etc.) & all taxes but excluding GST as applicable.

#### 20. Award of Contract, Commencement, Validity & Acceptance

The award of contract shall be subject to fulfillment (in addition to eligibility criteria) of following conditions by the tenderer:

- a) The Tenderer has to convey acceptance of Contract within 3 working days of receipt of Work Order issued by AIAHL.
- b) The Tenderer has to execute an agreement of terms & conditions of the contract on Rs.100/- non judicial stamp paper with AIAHL with an undertaking that complete project shall be operational within 07 days of release of Work Order. On execution of the contract, pursuant to award of the Tender, the Tenderer shall henceforth be referred to as "Contractor".
- c) Rates agreed to in the contract shall remain firm for the entire contract period and no request whatsoever for price increase on any ground shall be entertained during the contract period.
- d) If a bidder quotes NIL charges/consideration over and above the known minimum charges that are payable/ applicable as per Government or Regulatory body, etc. then the bid will be treated as unresponsive and will not be considered.

#### ANNEXURE -'D'

#### TENDER NO. P&CW/CIV/2022/01

dt.25.06.2022

#### **GENERAL TERMS & CONDITIONS**

#### 21. Contractor's Responsibilities:

a) The Contractor will cover all the jobs specified in the Scope of Work given in Annexure E-I & AIAHL Schedule of Rates (HC) based on DSR 2018- Annexure E-II.

#### b) <u>CONTRACTOR'S SUPERVISION</u>:

- i) The Contractor shall employ the following technical staff during the execution of this work.
- ii) One Graduate Engineer when the cost of work to be executed is more than **Rs. 15.00** lakhs.
- iii) One qualified Diploma holder when the cost of work to be executed is more than Rs.5.00 lakhs but less than Rs. 15.00 lakhs.

The Technical staff should always be available at site whenever work is going on to take instructions from the Engineer-In-Charge and to supervise and control the works. If the Contractor fails to appoint suitable Technical staff as aforesaid and/or as directed by the Engineer-In-Charge, the Company shall take necessary action as per the various provisions of the contract. The Engineer-In-Charge shall have full powers to suspend the execution of the works until such date as suitable Technical staff is appointed and the Contractor shall be held responsible for delay so caused to the works. In addition, for such default, the contractor shall be liable to pay a sum of Rs. 1,000/- (Rupees one thousand only) for each day of default in case of Graduate Engineer and Rs. 775/- (Rupees seven hundred seventy five only) for each day of default in case of Diploma Holders. The decision of the Engineer-In-Charge as to the period for which the required technical staff was not employed by the Contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.

- iv) One Computer trained person at their own cost to register the complaints in systematic electronic mode received through E-mail/SMS or manual mode and will submit weekly /monthly status report of complaints along with completion time of such complaints.
- c) **<u>INSPECTION AND APPROVALS</u>**: The Company's Officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required or such inspections and examinations.
- d) The personnel so deployed must be in possession of photo identity cards provided by the Contractor under his signatures, company's name and seal to be shown if and when amended by AIAHL officials.

e) The Contractor will solely be responsible for complying with various labour laws as applicable from time to time in respect of persons so engaged by him and he shall be solely responsible for any breach or violation of any or all of the provisions of the labour laws as applicable from time to time.

**GENERAL TERMS & CONDITIONS** 

- f) The Contractor will comply with all the statutory regulations such as PF,ESI Act, Bombay Labour Welfare Act, 1953, Minimum Wages Act, Workmen's Compensation Act, Bonus Act etc. as are in force or that may become applicable in future and from time to time. He should also maintain the detailed records & registers to that effect, which should be produced before the designated officer as and when required.
- g) The Contractor will be solely responsible for any damage to property at the premises due to negligence or otherwise by his personnel.
- h) The tenderer should have valid Labour License (if required), however, if he does not have, the tenderer must give an undertaking along with the technical bid that the same shall be submitted within 15 days of issuance of work order.
- i) The Contractor shall be responsible for any theft, dishonesty and/or disobedience on the part of his personnel provided by him for the purpose.
- j) The Contractor shall not sub contract or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly to any third party whatsoever.
- k) The quoted rates shall be inclusive of all taxes/levies but exclusive of GST. The bill for the work should have GST number printed on it and should show the amount of CGST & SGST separately (at the prevailing applicable rate).
- 1) "Market Rate" shall be the rate as decided by the Engineer-In-Charge on the basis of the cost of materials and labour at site when the work is to be executed plus the percentage mentioned in CONTRACT ADMINISTRATION PROFORMA to cover all overheads and profits.
- 22. Personnel of the Contractor provided for the purpose or otherwise shall not be deemed to be employee of AIAHL & there is no employee relationship with AIAHL & Contractor.
- 23. No partner / employee of the Contractor should be an employee of AIAHL.

dt.25.06.2022

#### **GENERAL TERMS & CONDITIONS**

#### 24. Special Conditions :

- i) The work shall be carried out as per specifications in tender schedule / prevalent C.P.W.D. specifications along with the latest correction slips, in case of doubts the decision of the AIAHL shall be final and binding on the contractor.
- ii) The standard form of agreement which will be entered into between the successful tenderer and the AIAHL will be on the basis of as per format of AIAHL.
- iii) The contractor shall carry out the work in stages where required to cause minimum disturbance to the allottees/users. He shall be responsible for any damage to the equipment & structure injury to the personnel in the section/workshops, during the progress of the work & he will be liable to pay such compensations as may be decided by the Engineer-In-charge in respect of such damages/injuries.
- iv) **Penalty** : In case the contractor does not complete the work/works within the given stipulated time of completion for a particular work by Engineer-In-Charge, excluding emergency works which are to be attended on the same day, then Chief of Properties & Monetization shall have the authority at his discretion to get the particular work/ works carried out through other agencies at the risk & cost of the contractor for which no separate note sheet shall be issued and the extra cost incurred by AIAHL in executing such work/works through other agencies along with a penalty up to a maximum of 10% of the cost of the work which will be recovered from the bills/ security deposit of the contractor.
- v) Total Security deposit which will be deducted at 5% of the amount of bills will be refundable at the end of the six months of satisfactory completion of the work without accruing any interest thereof or as per Contract Administrative Performa. Performance Guarantee @ 5% shall be refunded on satisfactory completion of contract.
- vi) The rate for items not covered in the tender schedule will be derived as under:
  - a) From similar items in the tender.
  - b) Taking same item from any other tender which is currently exist in AIAHL.
  - c) From first principle i.e. calculating the cost of material labour and allowing 20% for overheads and profit.
- vii) Minimum running payment permissible is Rs. 1,00,000/- work done.
- viii) The contractor to use only approved material as per material list at Annexure "G".
- It will be the responsibility of the contractor to liaise with the local bodies, like BSES, Delhi Jal Board, M.C.D., N.D.M.C, Sewerage Department, Horticultures, Dog / Animal Squad / M/s. DIAL etc. to get the emergency services attended immediately by the concerned agency at no extra cost.

dt.25.06.2022

#### **GENERAL TERMS & CONDITIONS**

- x) The contractor will make adequate arrangements for manpower & stationary etc. to received daily complaints and maintain records thereof at no extra cost. The contractor must sign against work order in maintenance work order register daily.
- xi) The successful tenderer shall open an office in the vicinity of the AIAHL premises after the work order is issued them. The contractor should make an authorized representative available at site at all times for the instruction etc. The Contractor will be provided reasonable covered area for Site Office/Maintenance/Workshop free of cost. That, the Contractor shall be liable to vacate such Premises/Stores/Work Shops on demand by the Engineer-In-Charge. That such use or occupations shall not confer any right to tenancy of the land/ premises to the Contractor.
- xii) The entire work lies in RESTRICTED AREA. In case any royalty claimed by Airports Authority / DIAL, the same will be reimbursed on actual basis only on production of receipt of the same.

#### xiii) **WATER CHARGES** :

- a) The Contractor will have to make his own arrangements for obtaining the necessary temporary water connection required for execution of the work conforming to all Municipal and other requirements. All fees, deposits, water charges etc. for this connection, cost of providing, laying and maintaining the pipe lines with necessary fittings, water meters, hose pipes, pumping arrangements etc. as well as the charges for the consumption of water shall have to be borne by the Contractor. All charges and bills on this account as and when received shall be paid by the Contractor promptly. However, AIAHL shall recover from the Contractor an amount equivalent to 0.33% of the total cost of the work carried out towards 'Sewerage Charges'.
- b) In case the Contractor is allowed to use water from AIAHL sources, if surplus is available, AIAHL shall recover from the Contractor an amount equivalent to 1.00% of the total cost of the work carried out, towards 'Water Charges' (This comprises of 0.67% towards 'Water Charges' and 0.33% towards 'Sewerage Charges'. The Contractor shall, however, arrange at his own cost for providing and laying necessary pipes with fittings, specials, hose pipes, etc. up to the site from a convenient point at which the Contractor will be allowed to tap the Company's mains. He shall also make necessary pumping arrangements at site at his own cost. The Company does not guarantee the output of water supply and no compensation shall be allowed for intermittent or inadequate supply or break down in the supply. In all such cases the Contractor shall make his own cost. However, it may be noted that once the Contractor takes connection from the Company's sources, he shall be liable to pay the full charges of 1% as stipulated above.

dt.25.06.2022

#### **GENERAL TERMS & CONDITIONS**

#### xiv) <u>ELECTRICITY CHARGES</u>

The Contractor shall have to make his own arrangement for power supply required for various works entirely at his own cost including deposit, fees, etc. payable to the supply company/authorities and obtain their permission. All charges, bills on this account as and when received shall be paid by the Contractor promptly. In case he is allowed to use power from the Company's source, to the extent and capacity available at near the site, the Contractor shall have to arrange, at his own cost, for necessary connecting cables, switches, switchboards, fittings, etc. laying to the requirements of the Company and pay to the Company for energy consumption 0.25% of the total cost of work, which shall be recovered from the interim as well as final bills submitted by the Contractor.

The Contractor shall also provide necessary distribution arrangement at his own cost. The Company does not guarantee the adequacy or otherwise of power supply in case it is drawn from the Company's source and no compensation shall be allowed for intermittent or inadequate supply or break down in supply. In all such cases the Contractor shall make his own arrangements, at his own cost, for his power supply requirements. However, it may be noted that once the Contractor takes the connection from Company's source, he shall be liable to pay the full charges as mentioned.

- xv) Uniform rates should be quoted for all items irrespective of height unless specified otherwise.
- xvi) Earnest Money deposited by the successful tenderer will be retained by AIAHL as security & the same will be refunded after successful completion of the contract including extension, if any.
- xvii) Tenders will be governed by the terms & conditions given in Annexure –'D' and P&F works Manual which is available at AIAHL.
- 25. Tenderers are advised to inspect and examine the site and their surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable the form and nature of the site, the means of access to the site and the accommodation they may require and in general shall themselves obtain necessary information as to risk, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

#### 26. Workmen's Compensation Policy

In case of Maintenance contract since all the premises are already covered under a separate Insurance Coverage taken out by AI Assets Holding Ltd. therefore Contractorhas to take out Workmen's Compensation Policy, covering all their workmen. The Workmen's Compensation Policy shall cover the period of contract and Defect Liability Period.

27. Wherever replacements of any item are operated, the rate shall include removing, except for the items of removing which have been specifically provided in the schedule.

#### ANNEXURE -'D'

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

#### **GENERAL TERMS & CONDITIONS**

#### 28. <u>Rates</u>:

Rates for all items must cover the cost of all appropriate materials, Labour, Machinery, Tools and Plant and all appliances including safety harnesses whatsoever necessary for the complete execution of the work.

- 29. GST as applicable will be paid extra.
- 30. Old replaced brass/ copper items @ 15% of "AIAHL Schedule of Rates (HC)based on DSR 2018" of that item shall be recovered against salvage value.

#### 31. **Price Variation :**

No price variation (escalation) is payable / recoverable on whatsoever account.

#### 32. <u>Commencement of Contract</u> :

The successful Tenderer, after completing the required formalities, should commence the service within 07 days from the date of the Work Order.

#### 33. Payment of Bills :

Contractor is required to submit bill ( in duplicate along with measurement and User Certificate in the office of Chief of Properties & Monetization, AIAHL within One month. Payment will be made after certification of the bill subject to all relevant papers are in order.

#### 34. **Indemnification** :

- a) The Contractor shall indemnify AIAHL against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him.
- b) The Contractor shall also indemnify AIAHL against any claims, damages, loss or penalty including cost thereof arising out of any breach or violation of any Govt. levies, terms & conditions of contract and of the provisions of all the laws, including labour laws as applicable from time to time, governing the employees deployed for the purposes.

#### 35. <u>Termination Clause</u> :

- a) In case the performance of the Contractor is found to be unsatisfactory or for any other reason, the contract will be terminated by AIAHL by giving one month notice to the contractor. The Contractor will however complete all the works, which he is entrusted with till the notice of termination, is served on him.
- b) If the party wants to terminate the contract / agreement, they can terminate the same by giving at least three months' notice in writing.

#### ANNEXURE -'D'

#### TENDER NO. P&CW/CIV/2022/01

dt.25.06.2022

#### **GENERAL TERMS & CONDITIONS**

#### 36. Extension/ Validity of Agreement :

The successful Tenderer shall execute agreement with AIAHL. The agreement shall be for the scope of work as per tender. The contract shall be for a period of 12 (Twelve) Months and can be extended for further 12 (Twelve) months on mutual consent of both the parties on same rates, terms & conditions depending upon satisfactory performance of the contractor.

#### 37. <u>Safety Compliances</u> :

The contractor shall comply with all safety regulations as per good industry practices and as per the prevailing laws and regulations at the Airport Work Place.

#### 38. <u>Settlement of Disputes</u> :

- i) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning scope operation or effect of this contract or the validity or the breach thereof, shall be referred for settlement to "SCOPE FORUM OF COUNCILIATION AND ARBITRATION" GOVT. OF INDIA and the award made in pursuance thereof shall be binding on the parties to the arbitration.
- ii) Any dispute whatsoever shall be subject to the **Jurisdiction of New Delhi Courts only**.

SIGNATURE OF CONTRACTOR

#### ANNEXURE – 'E-I'

#### TENDER NO. P&CW/CIV/2022/01

dt.25.06.2022

Subject: Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

The work is to be carried out under this contract shall consist of various items as per description of works contained in the AIAHL Schedule of Rates based on DSR 2018. The detailed Scope of work covered are given below:

- 1. The work shall cover all Civil, water supply, Sanitary& Electrical Repair, horticultural work and other Maintenance& repair work along with construction and modification work.
- The work to be carried out under this contract shall consist of various items as per description of works contained in the AIAHL Schedule of Rates based on DSR 2018 as per requirement. The payment will however, be made at the rate quoted on actual measurement of the work executed.
- 3. The work in office/residential areas will be carried out in a phased manner causing minimum disturbance to the working of workshops/Buildings etc. The contractor is required to cover & protect all Furniture/House Holds/Plant & Machinery inside the Flats/Offices/Shops/Hangars/Buildings during execution of work.
- 4. Due to exigency of work, the party may require to carry out work at different locations of the Airport including Security Hold Areas. The party has to arrange entry passes and transportation of men and materials at their own cost.
- The contractor should maintain Work Order Register to monitor & Supervision as per the direction of Engineer-In-Charge. Necessary arrangements like Computer, Mobile Phone & E- mail Id etc. to be provided by the Contractor at their own cost.
- 6. The Contractor should depute Technical Manpower like Computer Operator/Supervisor at their own cost to monitor the complaints in systematic mode.
- 7. The Contractor will have to submit weekly / monthly status report of complaints along with completion time of each complaint to the Engineer-In-Charge.
- 8. The Contractor shall deploy technical staff during the execution of work as mentioned in General Terms & Conditions of Contract.

#### PROFORMA FOR FINANCIAL BID

(To be submitted duly signed & stamped)

#### TENDER NO. P&CW/CIV/2022/01

#### dt.25.06.2022

Subject : Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

I / We are prepared to execute all the items mentioned in the Schedule of Items (Annexure E-II ) at\_\_\_\_\_(Percentage in figures) \_\_\_\_\_\_(Percentage in words) Above or Below the rates shown thereat.

Undertaking : I have carefully gone through and have understood the General Terms & Conditions, Work Scope and Specifications governing the tender.

I hereby confirm that I am authorized to sign the tender documents.

:

Signature

Name	:	
Designation	:	
Date	:	
Place	:	
Company Name with Seal	:	

#### ANNEXURE 'G'

#### **TENDER NO. P&CW/CIV/2022/01**

#### dt.25.06.2022

#### LIST OF APPROVED MATERIALS

#### 1. PAINTING WORK

- a) PLASTIC EMULSION PAINT
- b) SYNTHETIC ENAMEL PAINT
- c) ACRYLIC /WASHABLE DISTEMPER
- d) WATER PROOF CEMENT PAINT
- e) EXTERIOR GRADE WEATHER PROOF PAINT
- f) P.O.P.
- g) WALL PUTTY

#### 2. WOOD WORK

- a) PLY BOARDS & PLYWOOD
- b) LAMINATE
- c) FLUSH DOOR SHUTTER
- d) SOLID CORE COMERCIAL DOOR
- e) DOOR LOCK / DRAWER LOCK
- f) ALUMINIUM DOOR FITTINGS
- g) DOOR CLOSER / FLOOR SPRING
- h) SLIDING CHANNEL

#### 3. TILING WORK

- a) GLAZED TILES
- b) CERAMIC TILES
- c) VITRIFIED TILES / DIGITAL JOINT LESS TILES

#### 4. <u>SANITARY WORK</u>

- a) WASH BASIN (CHINAWERE)
- b) WATER CLOSET (IWC/EWC)
- c) URINAL BASIN (CHINAWARE)
- d) CHINAWARE CISTERN
- e) PVC CISTERN
- f) C.I. PIPE & FITTINGS
- g) C.I. MANHOLE COVER
- h) P.V.C. PIPE

: SNOWCEM PLUS OR EQUIVALENT

: ASIAN / ICI / BERGER OR EQUIVALENT

: ASIAN / ICI / BERGER OR EQUIVALENT

: ASIAN / ICI / BERGER OR EQUIVALENT

- : 'APEX' OF ASIAN PAINT OR EQUIVALENT
- : 'SAKARNI/JK/EARTH
- : "JK/BIRLA/OR EQUIVALENT
- : ISI MARKED
- : MERINO / GREENLAM / ISI MARKED
- : READY MADE (ISI MARKED)
- : READY MADE (ISI MARKED)
- : HARRISON / PLAZA/ BOLT/ ISI MARKED
- : ADARSH / CLASSIC / ISI MARKED
- : SANDHU / HARDWIN / ISI MARKED
- : ISI MARKED
- : SOMANY / KAJARIA / ASIAN / NITCO/ORIENT BELL
- : SOMANY / KAJARIA / ASIAN / NITCO/ ORIENT BELL
- : SOMANY / KAJARIA / ASIAN /ORIENT BELL

: HINDWARE / CERA / PERYWARE :HINDWARE / CERA / PERYWARE :HINDWARE / CERA / PERYWARE : HINDWARE / CERA / PERYWARE

- : HINDWARE / CERA / PERYWARE
- : ISI MARKED
- : ISI MARKED
- : PRINCE/ SUPREME OR EQUIVALENT MAKE

#### 5. PLUMBING WORK

a) G.I. PPIE
--------------

- b) G.I. FITTINGS
- c) GATE VALVE / BALL VALVE
- d) C.P. BRASS FITTINGS
- e) PPR/CPVC
- 6. TARFELT / APP
- 7. RUBBER CUSHIONS

#### : JINDAL / PRAKASH / ISI MARKED

- : ISI MARKED
- : ISI MARKED
- : APPROVED MAKE ISI MARKED
- : PRINCE/ASTRAL/ARSHIRVAD OR ISI MARKED
- : BASF/FOSROC/STP/TEXSA/
- : COIR FOAM / SLEEPWELL OR EQUIVALENT

#### PART:B: ELECTRICAL WORK

1 PIANO TYPE SWITCH/SOCKETS ANCHOR/MK/CABTREE/HAVELLS 2 MODULAR TYPE ANCHOR ROMA/MK/CABTREE/HAVELLS SWITCH/SOCKETS/PLATE : 3 FRLS PVC INSULATED COPPER KALINGA/PLAZA/HAVELLS/FINOLEX CONDUCTORS / WIRES/ CABLES 4 MCB/RCCB/ISOLATORS : HAVELLS/INDO-KUPP/STANDARD/HAGGER 5 FLOROCENT TUBE LIGHTS/FITTINGS : PHILIPS/SURYA/CROMP/GEC/HAVELLS 6 CFL/LED FITTINGS : PHILIPS/SURYA/CROMP/GEC/HAVELLS/SYSKA 8 FANS/EXAHUST FANS : USHA/CROMTON/GEC/BAJAJ 9 XLPE ALUMINU/COOPER CONDUCTOR : FINOLEX/GLOSTER/CCI

NOTE:

- 1 ALL MATERIALS WILL BE USED AS PER ABOVE LIST UNLESS OTHERWISE SPECIFIED & REQUIRED TO BE APPROVED BY THE ENGINEER-IN-CHARGE BEFORE THE COMMENCEMENT OF THE WORK.
- 2 THE MATERIALS NOT COVERED IN ABOVE LIST WILL BE APPROVED BY THE ENGINEER-IN-CHARGE BEFORE THE COMMENCEMENT OF THE WORK.

CONTRACTOR

#### **UNDERTAKING FOR GST**

#### (FOR WORKS COSTING RS.10 LAKHS & ABOVE ONLY)

Name of work: Term Contract for Annual maintenance/repair of Civil, Water supply and sanitary Installations in various buildings at AI Complex, Safdarjung Airport, New Delhi-110003."

#### Tender No: **P&CW/CIV/2022/01**

#### dt.25.06.2022

#### OR

We, M/s.....having our official address at .....having our official address at .....hereby confirm that we will submit our GST Registration No. with Central Board of Excise and Custom to AIHAL before the submission of our 1<sup>st</sup> R.A. Bill. In case we fail to submit that same, AIAHL may withhold our payment. We also confirm that our rates are exclusive of GST and we shall claim the applicable GST separately in our Running/Final Bills. We also undertake the responsibility of payment of GST claimed from AIAHL to the appropriate authority of GST and keep AIAHL indemnified on this count.

Place:

Date:

SIGNATURE & SEAL OF THE CONTRACTOR