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NAME OF WORK: Annual Operating & Maintenance Contract for Effluent Treatment Plant of CRF plating section, 4056 facility, plating section at Jet shop and COD at AI Engineering Services Ltd, Old Airport, Santacruz East, Mumbai- 400029

TENDER ENQUIRY NO. EFD/88/08/M/2023-24 dated 23.08.2023

Pl. reply to :

**General Manager - SS,
Engineering Facilities Division,
AI Engineering Services Limited,
Old Airport,
Santacruz (E),
MUMBAI 400029.
Ph. 022 – 2626 3801.**

NAME:.....

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ADDRESS.....

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NAME OF WORK: Annual Operating & Maintenance Contract for Effluent Treatment Plant of CRF plating section, 4056 facility, plating section at Jet shop and COD at AI Engineering Services Ltd, Old Airport, Santacruz East, Mumbai- 400029

TENDER ENQUIRY NO. EFD/88/08/M/2023-24 dated 23.08.2023

Sealed tenders invited by the Executive Director, AI Engineering Services Ltd (AIESL) from suitable contractors meeting eligibility criteria given under for carrying out the following job.

NAME OF WORK: Annual Operating and Maintenance Contract for Effluent Treatment Plant of CRF plating section, 4056 facility, plating section at Jet shop and COD at AI Engineering Services Ltd (AIESL), Old Airport, Santacruz East, Mumbai-400029

ESTIMATED COST: Rs. 50,00,000/- (Fifty Lacs only nett all inclusive) for 3 Years

ELIGIBILITY CRITERIA:

The contractors who wish to participate in the tender process should indicate their acceptance for the following in the Annexure ____ :-

- 1) Carry out the job by employing one worker specified in Technical bid document below (Who is already carrying out this job vide order of the Bombay High Court in writ petition no. 2991 of 1999 (referred to as "Writ Petition Worker") and 3 contract workers.
Accepted/Not Accepted
- 2) Carry out all statutory requirements in connection with the workers such as timely payment, Provident Fund, ESI, Professional Tax, Bonus etc.
Accepted/Not Accepted
- 3) Obtain license issued by Assistant Labour Commissioner (Central) Mumbai, if applicable.
Accepted/Not Accepted
- 4) Have a registration with ESI and PF authorities and should have valid provident fund code under EPF Act and ESI code under ESI Act / should be ready to get ESIS & PF Registration done with appropriate Authorities within 30 days of issue of Work Order. Relevant documents to be submitted.
- 5) Be a registered firm under Companies Act and should have Permanent Account Number.
Relevant documents to be submitted.
- 6) Be a Profit making company with Annual turnover more than Rs. 50 Lacs in the last financial year i.e. 2022-23. Copy of audited balance sheet to be submitted.
- 7) Have a registered office in Mumbai/Thane/Navi Mumbai Municipal Limits with telephone and internet connectivity to coordinate and monitor day-to-day operation and maintenance works. There should be a designated Manager to take care of the operational requirements as well as administrative works for meeting all statutory requirements for writ petition workers and to liaison with AI Engineering Services Ltd.
He/she should be ready to be present at OAP with short notice to attend any administrative matter.
Accepted/Not accepted.
- 8) Have capability to carry out the testing of routine environmental parameters, at defined periods, as required by Maharashtra Pollution Control Board (MPCB), in an National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited chemical lab.
- 9) Have experience in handling similar type of effluent treatment contracts in the last 7 years in Govt. Departments / Public Sector Undertakings / Industrial Establishment as below.



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- i) Three similar completed works costing not less than 40% of estimated cost i.e. Rs. 20,00,000/-
- ii) Two similar completed works costing not less than 50% of estimated cost i.e. Rs. 25,00,000/-
- iii) One similar completed work costing not less than 80% of estimated cost i.e. Rs. 40,00,000/-

10) Interested parties are advised to go through the tender document attached with this invitation and be ready to carry out job as per details provided in the tender. An undertaking in this respect shall be attached with the technical bid.

Documents to be submitted along with the technical bid:

- 1) Proof of the above listed eligibility criteria.
- 2) List of similar contracts executed in last 3 years, as detailed above
- 3) Organization details, Office address in Mumbai/Thane/Navi Mumbai Municipal Limits and contact details of concerned person.
- 4) Copy of PAN card
- 5) Copy of GST Registration Certificate
- 6) Certified copy of Audited Balance sheet and Income Tax Returns for 2022-23
- 7) Latest Solvency Certificate from a Nationalized / Scheduled Bank of Minimum Rs 25 Lacs.
- 8) Undertaking that specifies contractors willingness to carry out job as per tender specifications.

Application for tender with all the documents required should be submitted in the following address on scheduled date.

To
General Manager-Engg.SS
AI Engineering Services Ltd.
Engineering Facilities Division
Old Airport, Kalina, Santacruz (E)
Mumbai-29

Ph. 2626 3519 / 2626 3558
Mail: vk.singh@aiesl.in / pk.kusum@aiesl.in

Alternatively, bidders can download tender from AI Engineering Services Ltd Website. Documents pertaining to all the above eligibility criteria shall be submitted along with technical bids.

Price bid of Parties meeting all the eligibility criteria, ONLY, shall be opened.
The decision regarding eligibility of bidders will be final and at the sole discretion of AI Engineering Services Ltd.



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INVITATION TO TENDER

Sealed tenders invited by the Executive Director, AI Engineering Services Ltd(AIESL) from suitable contractors meeting eligibility criteria given under for carrying out the following work:

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- (i) Date of submission of Tender 16 Oct, 2023 at 2.30 pm
- (ii) Date of Tender Opening
- a) TECHNICAL BID 3.00 pm on 16 Oct, 2023
- b) PRICE BID 3.30 pm on 19 Oct, 2023 or as decided by AIESL
after evaluation of Technical Bids
- (iii) Estimated Cost for 3 years Rs. 50,00,000/-
- (iv) Earnest Money Deposit Rs. 1,00,000/-
- (v) Pre-bid meeting on 10 Oct, 2023 at 9.00 am with prior email intimation of names of persons visiting the site, a maximum of two persons per party will be allowed to attend the pre-bid meeting.
- (vi) Period of Contract 3 years from the date of issue of Letter of Intent or Works Order whichever is earlier. extendable upto two more years depending on the performance of the successful bidder.

1.2 Tenders shall be submitted and be valid for a period of 90 days from the date of opening of the Price Bid. Copies of the Tender document can be obtained from the Office of Dy. General Manager, EFD or can be downloaded from AIESL website.

1.3 Completely filled, duly signed and sealed Tender is to be submitted to office of:

Dy General Manager- EFD, Engineering Department.
AI Engineering Services Ltd, Old Airport, Santacruz(E), Mumbai-400029

in 2 (TWO) sealed envelopes as under:

PART I- TECHNICAL BID (ENVELOPE MARKED - I)

PART II PRICE BID (ENVELOPE MARKED - II)

Both parts shall be submitted in separate envelopes and shall be identified clearly as Technical Bid & Price Bid

1.4 PART - I, Technical Bid shall include each page duly signed Tender Form providing the details of EMD DD / Bank Guarantee, all commercial details & conditions of contract, Deviation sheet, General Conditions of Contract.



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1.5 PART-II, Price Bid shall include only Price quoted along with the Bill of Quantities as per schedules provided in BOQ and PRICING FORMAT.

NO PRICE BID SHALL BE ACCEPTABLE UNLESS THE PRICING FORMAT ENCLOSED WITH THE TENDER DOCUMENT IS COMPLETED IN ALL RESPECTS AND IS SUBMITTED ALONG WITH THE PRICE BID.

1.6 Tender for PART-I will be opened on the scheduled day of opening and necessary technical discussions will be completed on the same day or the following day, if possible as decided by AI Engineering Services Ltd.

1.7 Price bid will be opened only when all technical clarifications have been sought. The bidders will be intimated the date of PRICE BID opening in advance, if the Price Bid is to be opened beyond the second day of opening of the Technical Bid.

1.8 Tenderer shall submit the all clarifications in sealed envelope within 5 days period after opening of the Technical Bid to the Office of GM-SS, AIESL (EFD) as mentioned above.

1.9 An authorized person by the bidder shall sign tenders.

1.10 Tenders shall be filled in English and all the erasures and altercations must be duly attested. Overwritten figures are not permitted.

1.11. The tenders shall be accompanied by the **EARNEST MONEY DEPOSIT in the form of:**

- (i) Demand Draft favoring 'AI Engineering Services Ltd' payable at Mumbai / Bank Guarantee for equal amount valid for 120 days minimum
- (ii) The above is applicable to retention amount / security deposit also.

1.12 Tenders not accompanied by Earnest Money will not be considered for opening. Bidders registered with National / State Small Industries Corporations Limited and interested in availing such exemption from EMD Payment, shall enclose valid (not earlier than 3 years from date of issue of tender documents) Certificate in relevant field with the Technical Bid.

1.13 Earnest Money of successful bidder will be adjusted in Security Deposit. Earnest Money of unsuccessful bidder will be refunded within one month from the date of expiry of the validity. Earnest Money will not bear any interest.

1.14 AI-Engineering Services Ltd reserves the right to accept the tender in full or part or reject any or all without assigning any reason.

1.15 Tenders shall be submitted strictly in accordance with the SPECIAL INSTRUCTIONS as attached.

Dy. GM-Engg. (SS)(CO)
For AI Engineering Services Limited



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SPECIFICATIONS / DETAILS OF THE WORK

1. LOCATION OF WORK:

ENVELOPE - I TECHNICAL BID

The work is to be carried out at the Effluent Treatment Plant of CRF plating section, 4056 facility, plating section at jet shop and COD at Old Airport, Kalina, Santacruz East, Mumbai-400029.

2. SCOPE OF WORK:

The operation and routine maintenance of ETP including connected installations as detailed in the tender is to be carried out as per the instructions of Engineer-In-Charge.

3. CONTRACT WORKERS:

Pursuant to the order dated 16/12/2002 of the Bombay High Court in writ petition no. 2991 of 1999, the Central Government, vide its Order dated 14/05/2003 referred the Industrial Dispute for adjudication to the Central Government Industrial Tribunal at Mumbai. The Reference Number of the said dispute is CGIT-1/23 of 2003. The following contract workers are covered under the said reference. Therefore, the services of these contract workers should not be terminated. The Honorable Tribunal in its interim order dated 17/08/2004 directed to pay revised wages as are being paid the permanent workmen of the lowest category of the Company. This impugned Order is under consideration for challenge before the Honorable Bombay High Court. In the meantime, the contractor will be required to pay Rs. 618/- per day to these contract workers until further orders, subject to revision as per Maharashtra Minimum wage revision notified by AIESL.

Name

1. Mr. D.K. Gadekar

They are required to perform their usual duties of operation of effluent treatment plant. Bidders are, therefore, required to ensure while submitting their tenders that the orders of the High Court are not in any manner breached. However, the contractor is fully authorized to keep an administrative control on the above workmen to enforce discipline to maintain harmony and efficient working atmosphere.

Additional 3 contract workers are already working in the plant. Since they are already working in the ETP Plant, they are familiarized with the operation and AIESL facility. New contractor may employ them at their discretion. Meeting all tender conditions with respect to these workers shall be contractor's responsibility.

4. OPERATION OF THE PLANT

1.1. Effluent treatment plants have to be operated from 8.30 AM to 4.30 PM on all days excluding Sundays and AIESL holidays.

1.2. These workers will be solely under the control of contractor and at no point of time will be considered as AI Engineering Services Ltd staff for what so ever purpose.

1.3. In case of emergency break down of power supply / ET Plant or for any other emergency, contractor has to contact our EPSU II section on extension 3808.



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1.4. DOCUMENTS

Following documents shall be maintained by successful contractor in plant room.

- a) Log book: Daily operation of plant
- b) Daily attendance book

5. PERIOD OF CONTRACT

5.1 The contract period of this contract is 36 months w.e.f_ 01/12/2023. If the services of the contractor are found satisfactory, the contract may be extended for two more years at the same terms and conditions, if the same is acceptable to the contractor.

5.2 However if the operation of the ET plants are not carried out as per required standard or statutory requirements as required by authorities for maintaining status quo in the case of writ petition workers are not done as required or for any other reasons beyond control of AI Engineering Services Ltd, AI Engineering Services Ltd reserves the right to terminate the contract by giving prior notice for one month. If the reasons for termination are attributable to the contractor, then the Security Deposit available with AI Engineering Services Ltd shall be forfeited.

5.3 The contract may be terminated by giving one month's notice at the discretion of AI Engineering Services Ltd without assigning any reason.

6. PAYMENT OF WAGES

6.1 Minimum wages to be paid for plant operators as per the Bombay High Court Order referred above shall be as per applicable Maharashtra Min wages, as advised by AIESL, time to time. Presently applicable Minimum wage of Rs. 618/- per day for 8 hours working including 1/2 hour lunch break shall be applicable. The contractor is also required to carry out his obligation of providing paid weekly offs. If AI Engineering Services Ltd advises for any revision in the basic wages for Writ Petition workers / temporary workers, the contract amount will be amended proportionately.

6.2 Overtime ("OT") working beyond normal time shall be paid at double the hourly rate as and when required by AI Engineering Services Ltd. Approval from AIESL for OT hours shall be submitted along with monthly bills, for processing OT Payment.

6.3 Successful bidder is required to pay wages to the operators through ECS on or before 5th of every month for the work carried out during previous month.

6.4 The disbursement of payment to workers as above shall be ensured without delay irrespective of any reasons including contractor's monthly bills clearances by AI Engineering Services Ltd.

6.5 Proof of payment of previous month's wages / wage register copy etc. has to be submitted every month, along with bills.

7. UNIFORM:

Contractor shall either issue uniforms to the workers; else pay uniform allowance to the workers. The contractor shall take approval for colour and style of uniform from EIC. Contractor shall arrange two pairs of Terrycot uniform and one pair black shoes within one month from the date of issue of work order, failing which an amount of Rs 1000/- per month will be deducted from monthly bills. Contractor shall ensure that the Company's name is embroidered on the shirt, preferably above the left pocket of the shirt.



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8. BONUS

Bonus shall be paid as per Payment of Bonus Act 1965 and the latest amendment to the Act issued by Ministry of Law and Justice. Accordingly, at present, the employees shall be paid 8.33 % of their yearly wages (based on actual number of days worked) as bonus once a year. If any revision in bonus is advised by AI Engineering Services Ltd at a later stage, the same shall be paid.

9. GENERAL CONDITIONS OF CONTRACT:

General conditions of contract of AI Engineering Services Ltd shall form the part of this contract.

9.1 The Contractor assumes full responsibility for adhering to the provisions of all applicable laws, including but not limited to the Minimum Wages Act and relevant labor legislation, concerning the services provided under this service agreement and in relation to the individuals employed or engaged to execute these services. The Contractor shall provide indemnification to AI Engineering Services Ltd. in response to any claims brought forth by the Contractor's employees. It is explicitly understood that this service agreement and its associated arrangements shall not establish an employer-employee relationship between AI Engineering Services Ltd. and the organization's personnel.

9.2 The deployment, rostering, attendance monitoring, granting of leave maintenance of discipline of the staff deployed by the contractor, pursuant to this contract, shall be the sole responsibility of the contractor.

10. SPECIAL TERMS & CONDITIONS OF CONTRACT

Effluent treatment plant cleaning shops are required to be operated on single shift basis of 8 hrs/day. The machinery is to be maintained along with the Process Controls and all Effluent are required to be treated. The relevant RECORDS of treatment and maintenance are required to be maintained by the Successful bidder.

10.1 Process control and Treatment: Samples of the effluent into the treatment plant at various stages of treatment processes and discharge effluent will be closely monitored. Samples at all stages will be analysed for Pollution parameters and treatment efficiencies are determined to ensure that discharged effluent confirms and is well within in limits and Specifications laid down by the MAHARASHTRA POLLUTION CONTROL BOARD.

10.2 The Contractor shall be responsible for maintenance/updating of the Operational records for the Plant including that of the machinery and the samples tested, analysis of the samples and discharge.

10.3 The Contractor shall submit the previous day's results of the treated effluent to the EIC, if required and appraising the EIC, the parameters exceeding the threshold limits set by MPCB.

10.4 The Contractor shall be responsible for the day to day routine functional check up of the machinery, carrying out the Preventive Maintenance of the same as per the Check list provided by AIESL, Breakdown maintenance and regular servicing like lubricating the bearings etc.

10.5 The Contractor shall carry out the overhauling of the machinery as per the Machine Operation/ Maintenance Manual/AI Engineering Services Ltd Checklists.



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10.6 AI Engineering Services Ltd shall provide consumables and spares/ major assemblies to the Contractor and the same is required to be replaced/assembled/tested and commissioned by the Contractor. (See the Scope of Contractor's /AI Engineering Services Ltd Supplies).

10.7 Damage to the Plant and Machinery arising out of the Contractors' negligence shall be made good by the Contractor free of charge.

10.8 Consumables like Chemicals, Lubricants, Cotton waste, brushes for operating the Effluent Treatment Plant will be provided by AI Engineering Services Ltd and the contractor shall maintain the stores and records of all such items, including their monthly/quarterly consumptions. All the used and waste material shall be disposed off according to the standard practices/statutory regulations prescribed from time to time.

10.9 The Contractor shall render the necessary staff like the chemist/technical/skilled/unskilled manpower services on single shift basis of 8 hrs./day (from 8.30 AM to 4.30 P.M on all days except Sundays) for ensuring the efficient and effective operations of the Effluent Treatment Plant. The Chemist and Technical/Skilled staff to be employed shall have an experience of at least 5 years of similar types of jobs.

10.10 The Contractor's personnel shall observe the Rules and Regulations within the AIESL's premises and shall maintain the decorum of the Company.

10.11 The Contractors shall maintain the register for the personnel employed for operating the AIESL's Effluent Treatment Plant. The absenteeism of the personnel from duty shall be deducted from the Contractor's bill.

10.12 The Contractor's personnel shall possess the valid AIESL Security passes while working in the Company premises. It will be the sole responsibility of the Contractor to check for proper authorization of the personnel employed by him to work for AIESL. None of the Contractor's personnel shall be permitted to work without a valid entry pass. Since the ETP is in restricted area, the workers shall be required to obtain Police Clearance Certificate, as and when necessary.

10.13 All General Terms & Conditions/Special terms and Conditions Security and Safety regulations of AI Engineering Services Ltd. shall be binding on the Contractor and their personnel.

10.14 The contractor shall be fully responsible for the acts of negligence of the workers engaged by him and shall indemnify AI Engineering Services Ltd from and against any & all losses and expenses thereby caused.

10.15 Any complaint received in connection with the operation of ET Plants shall be attended to by the contractor immediately, through existing manpower or by temporary arrangement at no extra cost to AIESL.

10.16 The supervisor shall coordinate between user divisions, EFD, ETP Operators and contractor. He will also supervise the operation of plants and liaison with the contractor for taking care of any emergency, absenteeism of operators etc.

10.17 The contractor shall not enter into any sub-contract for this job.



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11 GENERAL CONDITIONS:

11.01 The Contractor shall safely transport the raw material/equipment to the storage area and store the same in a systematic manner with tags for easy identification and retrieval. The contractor shall also maintain all required stores and furnish all required reports.

11.02 For full completion of the work, the Contractor shall, at his own expense, furnish all necessary protective equipment, appliances, materials, for treating, testing that may be required to accomplish the work under contract unless otherwise provided for.

11.03 AI Engineering Services Ltd or any person appointed by AI Engineering Services Ltd or any Govt. agency shall have the access and right to inspect the work, or any part thereof, at all times and places during the progress of the work. The inspection and supervision are for the purpose of assuring AI Engineering Services Ltd that the procedure and specification are being properly executed. Any work which proves faulty shall be corrected by the Contractor without delay. The fact that AI Engineering Services Ltd or any of their representatives have not pointed out the faulty work or work which is not in accordance with the procedure and specifications shall not relieve the Contractor from correcting such work as directed by the EIC without additional compensation.

11.04 PROTECTION TO PLANT:

11.04.1 During operation, maintenance of the plant or on cleaning of the tanks, Contractor shall protect all existing plants, structure, piping, conduits, equipment and facilities against damage during his operation.

11.04.2 The Contractor shall execute their work in a manner that ensures the uninterrupted operation of AI Engineering Services Ltd.'s existing utilities, electrical systems, and other facilities that are interconnected with the operational plant for which the Contractor is engaged..

11.05 CLEAN UP OF WORKSITE

Contractor shall not store or place the raw materials, equipment materials of operational or erection equipment's on the driveways and streets and shall take care that his work in no way restricts or impedes the traffic or passage of men/material. During operation, the contractor shall, without any additional payment, at all times keep the working/storage areas used by him free from accumulation of loose or combustible materials, waste materials or rubbish, to avoid fire hazard and hindrance to other works of AI Engineering Services Ltd. In case the Contractor fails to comply with these requirements in spite of written instructions from AI Engineering Services Ltd, AI Engineering Services Ltd will proceed to clear those areas and the expenses incurred by AI Engineering Services Ltd in this regards shall be payable by the Contractor. Before completion of the work, the Contractor shall remove or dispose of in a satisfactory manner all scaffolding, temporary structures, waste and debris and leave the premises in a condition satisfactory to AI Engineering Services Ltd.

11.06 Any packing material received with the raw material, equipment shall remain for the performance of the work on payment of standard charges to AI Engineering Services Ltd and with prior approval of AIESL. At the completion of work and before the final payment, the contractor shall remove from site all debris and shall restore the site in a workmanlike condition at his cost.



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11.07 WITHHOLDING THE PAYMENTS:

AI Engineering Services Ltd may withhold part or whole of any payment due to Contractor, which in opinion of AIESL is necessary to protect himself from loss on account of:

- a. Defective work not remedied or guarantees not met
- b. Claims filed against contractor
- c. Failure by Contractor to make the due payment for materials supplied or labour employed by him.
- d. Any harm or damage caused to the property of another contractor, or any property owned by AI Engineering Services Ltd..
- e. Failure to meet the mutually agreed schedules.

11.08 PAINTING

The Contractor shall once a year shall paint the equipment exteriors, supporting structures, platforms, handrails, piping's etc. forming the part of contractor's area of work. The job shall include the preparation of the surfaces, application of the primer, two coats, and two coats of finish synthetic enamel paint of approved shade as per IS 2932. The paint materials (Thinners, primer and paints) will be provided by AI Engineering Services Ltd. All other hardware, Consumable etc. will be supplied by Contractor.

11.09 PERSONNEL PROTECTIVE EQUIPMENT

As the chemicals to be handled are liquid irritant such as Nitric acid, Sulphuric acid, Hydrochloric acid, Phosphoric acid etc. and solid irritants like Caustic Alkalis, personnel should be familiar with the various types of personal protective equipment and should be provided with.

- a) **EYE PROTECTION & FACE MASK:** The Contractor's workmen should always wear suitable eye protection (All plastic safety goggles)/ Face mask when in the laboratory or handling irritant chemicals.
- b) **HEAD PROTECTION:** Hard Helmets should be worn to protect against falling, sliding, flying object and others causes head injury while working.
- c) **HAND PROTECTION:** Many minor injuries in handing chemicals can be prevented by proper utilization of hand protection like rubber gloves available in different sizes upto elbow length are recommended for handling concentrated acids or other chemicals.
- d) **FOOT PROTECTION:** Rubber safety shoes are recommended for the workmen where there is considerable amount of water and other chemical present on the floor.
- e) **BODY PROTECTION:** Laboratory coats, aprons are necessarily be worn by the chemists/workmen while testing the effluents and other chemicals.

12. VALUE OF THE CONTRACT:

The Contractor shall submit their offer considering the following for lump sum amount for per month & annual value, in Words & Figures both, failing which the tender is liable for rejection.

12.01 Bill of quantities with detailed break up of wages, statutory deposits, material and contractor's profit is attached here with as Annexure-I. The daily wage shown in the BOQ is as per minimum wage as of today. This will be revised as and when advised by AIESL. Contractors have to fill in item B, C, D, E and Grand total.



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12.02 Contractors are requested to visit the site before quoting, for studying the nature of works & existing working conditions, financial implications arising due to normal wages, overtime allowances, wages paid due to attending/continuation of duty by other workmen on account of absenteeism of any workmen, statutory payments, taxes / levies liable for deduction at source by AI Engineering Services Ltd from the contractor's bills.

12.03 The amount quoted adhering to all terms & conditions & scope of work specified in the tender shall be considered maximum payable to the Contractor, except variation due to statutory changes in wages & effects thereof as mentioned in the tender. No separate reimbursement will be made on any account.

13.0 TERMS OF PAYMENTS:

13.1 Bill shall be submitted during the first week of every month for the work carried out during the previous month.

13.2 The monthly bill should clearly indicate the normal operation charges per month, OT Payment during the month.

13.3 The monthly bill should also indicate the no of ET Operators absent during the month with pro-rata deduction for absenteeism.

13.4 The payment shall be made on monthly basis to the contractor for the work carried out during the previous month.

14. ADDITIONAL CONDITIONS

14.1 The quoted rates shall be firm during the currency of the contract except minimum wages and GST. Any revision in minimum wage or GST as per Govt guidelines shall be applicable in the contract and pro-rata revision done accordingly.

14.2 The contractor should provide necessary tools, tackles, consumables etc. for successful operation and routine maintenance of the ET Plant including the following:

- (a) Torch and Small hammer at centralized locations of ET Plant room.
- (b) Consumables such as stationary, dusters, banian cloth etc. for records / routine cleaning etc. should be provided at Plant.

15 RECOVERIES TOWARDS NON COMPLIANCE OF DUTIES & RESPONSIBILITIES:

15.1 Contractors are expected to ensure operation of ET Plants of all areas as per prescribed time without any disturbance to the areas.

15.2 Failure to execute the contract as per terms of contract or failure to provide facilities to the workers will attract penalty as detailed below. The decision of EIC regarding penalty will be final and binding.

15.3 For not providing tools, tackles, ladders, torches, testing equipment's, electricians' tools kits a sum of Rs. 500/- per month.

15.4 If the operation is not carried out as specified- Rs. 500/- per day.



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15.5 Failing to make timely payment of wages to the Supervisors and Workmen in month, AI Engineering Services Ltd shall disburse the payment to the workers and same shall be deducted with additional 15% towards departmental charges.

15.6 For not providing uniform within one month from the date of the Works Order and duly acknowledged by the Supervisor / Workman - Rs. 1,000/- per month with effect from the date of issue of the Works Order.

15.7 If the painting is not done as per clause 11.09, above, a penalty amount of 120% of quoted amount shall be deducted from contractor's bill.

15.8 An attendance book shall be maintained for the staff detailed by the contractor and same shall be made available for verification by the Engineer-in-Charge or his representative. The contractor is requested to submit monthly roster of the workmen working in each shift, indicating weekly off, place of work, to concerned Asst. General Manager-EFD, Engg, before beginning of each month.

15.9 The non-compliance of the instructions, habitual absenteeism, not observing timings/roster by the workers covered under writ petition shall be brought to the notice of the concerned Dy. General Manager, EFD - Engg.

15.10 Workmen on duty shall be available in the Plant Rooms during the complete shift time. During the working hours they shall carry out the duties as per the preset instructions.

15.11 The Contractor shall also ensure that the Contract Labour is medically fit and in sound mind and health

16. COMPLIANCE WITH STATUTORY REQUIREMENTS / MANDATORY REOURIEMENTS

16.1 Implementation of various Labour Acts / laws as applicable, like the payment of Bonus Act, the Factories Act, ESI, The Workman's Compensation Act, the payment of Wages Act, The minimum Wages Act etc. will be carried out by the contractor, including that of submission of various returns under the labour laws applicable to the establishment including that of the Contract Labour (Regulation & Abolition) Act. The contractor will further carry out all the statutory obligations required under the above Acts & Rules and undertakes to indemnify AI Engineering Services Ltd against any action initiated by the person engaged by the contractor for the performance of the contract as well as by any other third party against AI Engineering Services Ltd for any damages.

16.2 The contractor shall take out a Workmen's Compensation Insurance Policy for all WP Contract workers and Supervisor (all 4 persons) for the contract period. The premium towards this policy is deemed to be included in quoted amount. The copy of this policy will be submitted to AI Engineering Services Ltd, along with the signed copy of Contract Agreement.

16.3 The responsibility of depositing PF and ESIS payment to authorities (both Employer and Employee contribution) for the WP worker shall be with AI Engineering Services Ltd and the amount shall be deducted from monthly bills. For contract workers, this (PF/ESIC statutory payments) will be the contractor's responsibility.

i) ESIS: Workers' contribution @ 0.75% of daily wages and OT payment if any and Contractor's / Employer's contribution @ 3.25% of daily wages and OT payment will be deducted by the AI Engineering Services Ltd, from each month's bill submitted by the Contractor.



NAME OF WORK: Annual Operating & Maintenance Contract for Effluent Treatment Plant of CRF plating section, 4056 facility, plating section at Jet shop and COD at AI Engineering Services Ltd, Old Airport, Santacruz East, Mumbai- 400029

TENDER ENQUIRY NO. EFD/88/08/M/2023-24 dated 23.08.2023

ii) Provident fund: Workers' Contribution@ 12% of daily wages and Contractor's / Employer's contribution@ 12% of daily wages shall be deducted by AI Engineering Services Ltd each month.

16.4. If the workers are liable for any deductions, towards Income Tax and professional Tax, or any other statutory payments, the same will be deducted by the contractor at source from the wages to be paid to them. The amounts so deducted will be deposited by the contractor, with the appropriate authorities and necessary certificates issued to the individual workers and file the annual returns as required under the Laws.

16.5. CONTRACT LABOUR LICENCE :

The contractor shall be governed under the Contract Labour (Regulation & Abolition) Act 1970 and if applicable, he should obtain the Contract Labour License from the Labour Commissioner's Office within 15 days from the date of issue of the Works Order.

16.6. RENEWAL OF CONTRACT LABOUR LICENCE:

The contractor shall renew the Contract Labour licence from time to time and inform the Engineering Department.

16.6 POLICE VERIFICATION OF CONTRACT LABOUR & SECURITY REQUIREMENT:

i) The Contractor shall furnish necessary Police Clearance Certificate for all workers including writ petition workers, before commencing the work at site.

ii) This will be a part of Contractual Agreement, as the entire Airport, including Old Airport has been declared as "Restricted Area". All such contractors who would be awarded contracts are required to comply with the above requirement.

iii) Contractors shall obtain such Police Clearance Certificate from respective Police Authorities and they will submit this certificate giving works order reference on it, to the office of the Engineer-in-Charge, Engineering Facilities Divn., to be forwarded to AIESL Security Dept., along with request for issuance of entry passes/identification badges. Expenses incurred for renewal / issue of Police clearance certificate, if any shall be borne by the contractor.

iv) Workers shall wear these Entry Pass / badges at all times while on duty and the same shall be worn that they are clearly visible. Any such staff failing to do so shall be taken off the duties and shall not be reassigned these duties by the contractor thereafter.

v) The contractor shall remove from the premises their employees who are found to be failing in his/their duties for whose presence in the premises is otherwise objectionable in the opinion of AI Engineering Services Ltd. representatives/Security staff.

v) The contractor shall abide by the Security requirements of AI Engineering Services Ltd., Airports Authority of India, Airport Security and any other Authorities. The Contractor has to satisfy themselves about the antecedents of the employees and obtain certificates from the Police Authorities and the same shall be submitted to Security Department. of AI Engineering Services Ltd.



NAME OF WORK: Annual Operating & Maintenance Contract for Effluent Treatment Plant of CRF plating section, 4056 facility, plating section at Jet shop and COD at AI Engineering Services Ltd, Old Airport, Santacruz East, Mumbai- 400029

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17. The successful bidder will have to enter into a Contract agreement with AIESL, in such form as may be required by AIESL for the performance of the work, which will be subject to these conditions and/or other Terms & Conditions, which may be considered necessary or expedient by AI Engineering Services Ltd.

18. For all administrative purposes, all the workmen engaged by the contractor including the writ petition workers shall be owned by the contractor.

19. SPECIAL CONDITIONS

As indicated above, Mr. Deepak Gadekar is one of the High Court Writ Petition workers whose case for permanent employment in AI Engineering Services Ltd is pending with High Court. As per the final decision of the Court, if any arrears / payments are to be made to these workers, the same shall be paid through the contractor by AI Engineering Services Ltd and no contractors profit will be applicable to this amount. The contractor will be paid the percentage of profit quoted by him based on minimum wages and BOQ only irrespective of final decision of court.

20. SCOPE AND DESCRIPTION OF WORK

20.1 Neutralization of rinse water tank (The following procedures is to be followed every 15 days)

- PH value of the solution to be checked
- Check chemical content and other parameters if any
- Analyze the sample
- Dilute the chemical by addition of water slowly
- Drain chemical water
- Remove manually 6" chemical water manually
- Remove the solid particle in the tank and help in transportation as directed by AIESL
- Clean the holding tank surface manually using acid
- Clean the tanks thoroughly.
- Fill the tank with clean water

20.2 Cleaning I transferring of chemical tanks (following procedures is to be followed every 3 months) Depending upon the concentration of the chemical and sludge formation these tanks required to be cleaned

20.3 Emptying the chemical tanks with the acid proof pump (pump is provided by AI Engineering Services Ltd)

20.4 Remove bottom 6" chemical solution manually

20.5 Complete tank needs to be cleaned thoroughly with wire brush and kerosene

20.6 Neutralization and disposal of disposables at containers as follows:

- a. Indrox 185,188-Gunny bags
- b. Indrox 1871 chemical containers
- c. Androx 6333 - chemical containers
- d. Alkaline permanganate - Drums
- e. Phosphoric acid - Chemical containers



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20.7 All disposable and non disposable chemicals needs to be collected as said above and kept at the open area near ET plant for neutralization and dispose as per following procedure:

- a. Check the PH value of the chemical using PH paper
- b. Analyze the nature of chemical content (acidic I alkaline) and accordingly neutralize
- c. For neutralization fill the drum with water slowly and dilute
- d. Test the sample and relevant chemicals to neutralize
- e. Adjust the PH value to 8 to convert the solution to base and drain it in the public Sewer.

20.8 Sometimes if chemical solutions found to be contaminated it needs to be filtered by filtering units provided by AI Engineering Services Ltd.

20.9 Pumping of effluent from main storage tanks to effluent treatment plant once or twice in a day is also scope the work



AI ENGINEERING SERVICES LIMITED

**ENGINEERING FACILITIES DIVISION
ENGINEERING DEPARTMENT**

Tender No.: EFD/88/08/M/2023-2A

Date: 23/08/2023

TENDER FORM

To,
Dy. General Manager-EFD/ENGG.,
AI Engineering Services Limited,
Old Airport, Santacruz (E), Mumbai - 400029

Sir,

Having carefully studied and understood the entire tender specifications prepared by you and also investigated the working conditions on site, we hereby submit our Tender for the following work

Name of Work:

We enclose a Demand Draft OR Bank Guarantee from _____

(Bank & Branch) / Cash Receipt No. _____ for Rs. _____

duly certified form the Bank as good for payment towards Earnest Money Deposit.

Should this tender be accepted in whole or in part, we hereby agree to abide by all terms and conditions unless accepted and in case of our failure to commence work as stipulated, the Earnest Money shall remain forfeited to AI Engineering Services Limited. Our tender shall be valid for acceptance for a period of 90 days from date of Date of Technical Bid opening.

Our tender shall be valid for acceptance for a period of 90 days from date of tender opening.

Enclosure details:

EMD DD. No. _____ Drawn on _____ Bank, _____ dated _____
Payable at Mumbai.

OR Bank Guarantee Ref. No. _____ Of _____ Bank, _____ dated _____

OR Valid MSME Certificate in specific category, for exemption of EMD

Signed

Name

For.....

Date.....

Signature & Name of the Bidder/Tenderer with Seal



AI ENGINEERING SERVICES LIMITED
ENGINEERING FACILITIES DIVISION
ENGINEERING DEPARTMENT

TENDER NO. EFD/88/08/M/2023-24

Date: 23/08/2023

DATA TO BE FURNISHED BY BIDDER / TENDERER

The Bidder / Tenderer is required to furnish following data and give undertaking on the enclosed format as under ;

1. Estimated value of Material and Labour component involved.
Payment to the Labour involved will be at the Minimum rate of Rs. 618/- per day per workman.
3. In the event of any demand from E.S.I./P.F. Authorities, such demand will be met by the Bidder / Tenderer.
4. Every Bidder / Tenderer will submit his Tender in TWO ENVELOPES as under:
 - a) Envelope marked as No. 1 shall contain:-
 - i) Earnest Money Receipt / Bank Guarantee.
 - ii) Undertaking as given in Item No. 1 to 3.
 - iii) Tender Form.
 - iv) Deviations, if any.
 - v) Commercial details.
 - vi) General Conditions of Contract.
 - b) Enveloped marked as No. 2 shall contain only the Schedule of Quantities.

Note : Please note that if the required information in TWO SEPARATE ENVELOPES as mentioned above is not submitted, the offer will be rejected.

Encl.: As above


Dy. GEN MANAGER-Engg(SS)(CO)
EFD/ENGG.

To,
Dy. General Manager,
EFD / ENGG.,
AIESL.

As required by you, we have furnished all the above information in TWO SEPARATE ENVELOPES Marked as No. 1 and No. 2.

Place : _____

Date : _____

Signature & Name of the Bidder/Tenderer with Seal



AI ENGINEERING SERVICES LIMITED
ENGINEERING FACILITIES DIVISION
ENGINEERING DEPARTMENT

TENDER NO. EFD/88/08/M/2023-24

Date : 23/08/2023

UNDERTAKING BY A BIDDER / TENDERER
TO BE ATTACHED WITH THE OFFER AND PUT IN ENVELOPE MARKED NO. 1

To,
Dy. General Manager,
Engg. Facilities Division,
AIESL,
Santacruz (East),
MUMBAI - 400 029.

1. Estimated value of Material and Labour component involved will be as follows :-

- a) Material : % of Net Quotation
- b) Labour : % of Net Quotation

2. Payment to the labour involved will be made by us at the Minimum rate of Rs. 618/- per day per workman.

3. In the event of any demand from E.S.I./P.F. Authorities, such demand will be met by us.

Signature & Name of the
Bidder/Tenderer with Seal

Place : _____

Date : _____



AI ENGINEERING SERVICES LIMITED
ENGINEERING FACILITIES DIVISION
ENGINEERING DEPARTMENT

DEVIATION SHEET

TENDER NO. EFD/88/08/M/2023-24

Date : 23/08/2023

DEVIATION FROM THE TECHNICAL SPECIFICATION / TENDER DRAWINGS ARE AS FOLLOWS :-

Sl. No.	Description of Deviation

Signature & Name of the Bidder/Tenderer with Seal



AI ENGINEERING SERVICES LIMITED
ENGINEERING FACILITIES DIVISION
ENGINEERING DEPARTMENT

SAFETY NORMS

The following norms are to be observed by the Contractor for the construction, installation and erection jobs at the Client's Projects Site.

As a part of the contract you must satisfy the under mentioned safety requirement and must ensure at all times that these are followed without deviation:-

Smoking is strictly prohibited in areas with combustibles or flammable and other areas where smoking is prohibited.

Any hot job (welding, soldering, gas cutting etc.) however minor it may be or any job which involves open flame or using a hot source or temporary electrical connections shall not be done without prior permission from AIESL. You are not permitted to carry out any hot job on holidays, Saturdays and Sundays without prior permission in writing.

It is entirely your responsibility to see that safety applications such as safety belts, lifelines helmets, etc. depending on the jobs are provided by you. Your supervisors shall ensure that they are used. If you need any suggestion on the matter you can approach AIESL but any lapse or matters or safety will be viewed seriously.

All equipments used carrying out work shall be rendered safe. No equipments such as ladders, tractors, cranes, etc. or welding sets or any tools which belong to the AIESL shall be used by you unless specifically mentioned in writing in the terms of contract. Notwithstanding these it is obligatory on your part, to verify the quality and safety aspects of such hot plant, machinery or tools so that no injury or accident will occur when used in the expected manner. Should any incident occur you are entirely responsible for it including compensation that may arise out of the incident.

You must clearly bear in mind that a competent supervisor shall always be on site when your men are at work, lapse on this point shall be viewed seriously irrespective of occurrence of any incidents.

You shall ensure that safety precautions expected of your professional work are completely understood by your supervisors and workers and that these are followed. You shall also ensure that in every job that you do taking cognizance of varying site conditions. Your staff are completely knowledgeable about the hazards and dangers associated with the work for which due alertness and safe working methods shall be followed.

Site work is quite different from work in an organised workshop. You shall bear this point in mind so that proper work methods to protect you staff from any danger can be evolved.

You are not permitted to carry out work with in the premises of this AIESL which otherwise under conditions of contract are expected to be carried out in your premises.

Your materials which are flammable combustible must under no circumstances be stored in any of our workshops or building or near aircraft. You shall make arrangements of temporary sheds so located that a fire in such a shed shall not involves any of the AIESL property.

Supervisors and field staff do not know the seriousness of consequences of going near aircraft under run-up. You are responsible to see that out of curiosity or lack of after ness while going in a vehicle or otherwise people do not approach an aircraft under run-up.

Precautions During Welding

The contractor must equip himself with an earthing cable without joints.

AIESL electrical connections must be firm to eliminate sparking. Circuit must be protected by fuse.

There should be no flammable material nor any spillage of such material in the locations of work spot.

There should be no joint in the phase side conductor cables.

If the welding is to be carried out in the vicinity of aircraft, separating, distance should not be less than 150 feet.

Welding job should not be carried out directly above the aircraft.

The welding work carried out in workshop should be under the personal supervision of Engineering Facilities Division Supervisor.

The said Supervisor, should inform the related workshop (e.g. COD, AOD etc.) that the welding job could be carried out.

The Contractor's staff would be appraised of the hazards of

- i) being near to an engine under run and
- ii) not following smoking restrictions

The above should also be conveyed in writing to concerned contractor.

Additional Precautions & Instructions

The Contractor should ensure to arrange due supervision to avoid accident and cause of accident.

The Contractor must be careful regarding "SAFETY FIRST" during working and, in Corporations premises.

Each hot job that may ne carried out particularly beyond office hours or on Holidays must have prior concurrence from a responsible authority of the rank of not below Technical Officer form (E. F. D.)

The Contractor must ensure provision of adequate fire fighting capacity to deal with fires at incident state itself, such provision should not be less than of 2 gallon foam extinguishers properly maintained by them. The staff should know the uses of the above mentioned fire extinguishers.

Jobs will be carried out only after obtaining a daily work permit from the client.

1. General

- a. All workers to wear helmets at the construction site. To be provided by the contractor.
- b. All workers to wear footwear. To be provided by the contractor.
- c. All workers to wear suitable clothing for the job required eg.: welders to have leather aprons white welding and gloves to protect from the heat. To be provided by the contractor.

- d. All workers to be familiarised by the contractor the safe methods of operating and procedures in case of an emergency.
- e. All workers to attend a class to be held by the Client's engineers to familiarise the safety aspects of site.
- f. All scaffolding to be used should be of steel pipes and with adjustable clamps. To be provided by the contractor.
- g. All workers must be covered under the workmen compensations act. A suitable insurance policy to be taken and original copy to be kept with AI Engineering Services Ltd. All statutory regulations etc. to be observed by the contractor, and in case of any non compliance the Client must be indemnified by the contractor.
- h. Where applicable, provident fund records to be kept at site.
- i. All wage records to be kept at site and payments to be as per the min wages act.
- j. Working in green field sites poses a problem of snake bites. Snakes serums to be kept at site. Refrigeration will be provided by client, if needed.
- k. Chipping etc. to be done wearing protective eye glasses.
- l. Min. 5 nos. of fire extinguishers to be provided by the contractor.
 - 1. 1 No. of soda acid type for wood / paper type fires.
 - 2. 1 No. of dry power type fire extinguishers.
 - 3. 1 No. of CO2 type fire extinguishers.
 - 4. Two buckets of sand /water, preferably sand.
- m. All unsafe incidents and occurrences will be reported to the site engineer immediately.

2. Working at heights :

- a. Only workers capable of scaling heights should be deputed to do the jobs.
- b. All scaffolding to be made of steel pipes and with adjustable steel clamps. This should be tested and certified by the site supervisor of the contractor and Client's site supervisor / Engineer to confirm the same. If possible use A crow make scaffolding.
- c. Bamboo / wooden ladders to be checked for missing rungs and the fitness of the ladder should be certified by the engineer at site.
- d. All ladders to be tied at the top end, to prevent the slipping of ladders.
- e. All workers at height to wear nylon safety belts, as approved by AI Engineering Services Ltd. The other end of the belt to be hooked to a structural member of the building.
- f. While working on sloping roofs, nylon nets to be provided below to catch falling objects.

- g. Men working heights, should be provided with holsters for keeping hand tools for easy retrieval and will leave both hands free for climbing.
- h. As far as possible, mechanise the upward movement of materials, so that head load can be avoided.
- i. Daily Permit from AIESL to be obtained for working at heights before beginning of work.

3. Electricals

- a. All electrical equipment brought to site, should be checked by the factory / site electrical supervisory staff of the Client, for the suitability of the equipment and certified by them. These certificates should be prominently displayed on the equipment.
- b. All electrical equipment to be property earthen.
- c. The distribution board to have an ELCB of 30 ma capacity to be provided for the hand tools circuits.
- d. All connections through the distribution board to be made with a plug and socket and no loose wires, with wooden splinters.
- e. All hand tools to be earthen.
- f. All welding equipment to be provided with a cutout switch. The welding cables should of adequate length for the earthing of the job and usage of rods etc. is not permitted.
- g. All wires /cables to run only above ground level at a height of min. 2.5 m.
- h. All outdoor light fixtures left unattended for the night time work must be checked for water tightness.
- i. While working with operating equipment they should be disconnected electrically and the fuses to be handed over to the supervisor for safe keeping.

4. Vehicular traffic : (Applicable to vehicle owned by the contractor)

- a. All vehicles delivering the goods must be driven by licenced driver.
- b. Cleaners not to drive.
- c. The vehicle must be in good condition.
- d. Unsafe acts like carrying people on running boards etc. should be avoided.
- e. When outside vehicles come the contractor to ensure safe discharge of goods and send out immediately.
- f. Wherever possible all heavy machinery and equipment to be unloaded using a crane, or a derrick.