

## SECTION IV

### SPECIFICATIONS OF WORK

**Name of Work: Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (Rly), NAGPUR 441108, MAHARASHTRA.**

#### 1.1. Preamble:

AIESL (AI Engineering Services Limited) is having an MRO facility located (on approx 45 acres of land) at MADC SEZ, MIHAN, Nagpur, Maharashtra. The Facility caters to various maintenance activities related with Aircraft and Engines. The MRO Facility consists of Two Hangars (size 100 M X 100 M each), a Ground + One floor support building (approximately 24000 sqm), GE90 Engine Test Facility & other related buildings, Apron and other facilities.

#### 1.2. Overview:

The scope of this Tender is to provide operation of Engg Facilities, periodical maintenance, routine maintenance, breakdown maintenance, attending day to day issues of Engg facilities (electrical, mechanical, hangar facilities, civil, plumbing) and vehicles / ramp equipment, workshop equipment provided in the MRO, detailed of which are provided in this tender.

The Contractor shall be required to provide Specified nos. of staff (highly skilled, skilled and un-skilled), equipment, tools, instruments, and services as required for successfully carrying out the job. Approximate number of workmen to be positioned in the MRO is specified in the tender. Actual number shall be conveyed by AIESL as per demand. However, if the numbers specified are not sufficient to carry out the jobs defined, the required additional manpower shall be provided by contractor. Increase in contract value (due to increase in Manpower if required due exigencies of work) will be limited to a maximum 20% of contract value. The contractor shall be paid for the actual number of contract workers deployed at site.

At present total 36 Nos. of Manpower with various categories like Civil Engineer, Supervisors, Technicians etc are deployed by existing contractor.

The Facility consists of following area/structures/ building,

- i) Hangars : (Two :each 100 M X 100M)
- ii) Support Building: Ground + one Floor (approx. 24,000 sqm)
- iii) Ground Support Equipment Building.
- iv) Energy Block -
- v) Fuel Farms – 2 nos., Waste fuel / Oil Collection tanks
- vi) Line Maintenance Building, Security Building and other miscellaneous buildings
- vii) Apron.
- viii) Fire Protection System Block
- ix) Effluent Treatment Plant, Sewage Treatment Plant.
- x) Scrap yard, Parking area & lawn
- xi) Elect Metering room
- xii) Main gate & air side gates.

- xiii) GE90 Engine Test Facility – Prep Shop 2000 sqm, Test Cell, Control Building ( Gr + Two Floors ), 33 KV HT Substation and ATF fuel farm

1.3. **A. The details of Equipment / Services provided in the MRO:**

- Hangar Door - 26.3 m height X 206 m wide motorized Horizontal sliding – 8 leaves
- 06 Nos. of Under Slung EOT Cranes with different capacities provided in the Hangars
- 04 Nos of Under Slung EOT cranes with different capacities provides in the various shops
- 960 TR AC Plant (320 TR X 3 Nos.) Water cooled Chillers, including 360 TR (45 TR X 8 Nos.) of Aircraft Cabin Cooling System provided
- 400 Hz Ground Power Units - 8 Nos. of 90 KVA solid state, 2 Nos. of Portable 90 KVA GPU's and 2 nos. 50 KVA GPUs provided
- Fire detection & Fire Suppression - Multi spectrum 3-IR flame detectors and Foam Deluge System
- 15Numbers of Chain Pulley Blocks / electric Monorail/ Bridge Cranes of various capacities provided in Workshops
- Dust Collection System provided for the shops to treat Air volume of 85,000 Cum/hr
- 11,000 KVA (2 Nos. X 2500 KVA and 4 Nos. X 1500 KVA ) capacity Transformers
- 750 KVA Diesel Engine operated Generator
- Ventilation / Supply air fans for Hangar and Building where AC not provided.
- 33 KV HT Panels
- Compressed Air System
- LT Panels, APFC Panels, Electrical distribution and all Lighting
- UPS, Inverters
- LV and ELV systems
- Data and Voice systems
- Water Supply System , drainage and sewage lines
- All Rolling Shutters
- 6 Nos. 525 Cum/ Hr Centrifugal pumps for supply of water to Foam System and Sprinkler System
- Lifts – 2 Nos. freight and 1 No. passenger
- Building Management System
- Access Control System
- CCTV System
- Public Address System
- Fire Alarm System
- Rodent Control System
- Sewage Treatment Plant – 35Cum/ Day Capacity
- Effluent Treatment Plant – 25 Cum/ Day Capacity
- Solid Waste Management System – 103 Kg/ Day Capacity
- Aircraft docks and access stands
- Vehicles / Ramp Equipment viz. fork lifts, battery operated trolley, Hydra mobile crane, Boom Lifts, Tractors, High lift etc.
- Workshop equipment
- Hangar equipment used for aircraft support and maintenance

**B. The details of Equipment / Services provided in GE90 Engine Test facility**

- 33KV HT System – HT panel, 2 X 1250 KVA transformers, LT panels
- Compressed Air System
- LT Panels, APFC Panels, Electrical distribution and Lighting
- UPS , Inverters
- LV and ELV systems

- Data and Voice systems
- Water Supply System
- ATF Fuel Farm and pumping system
- 5 nos. Electrical Hoists
- Engine Handling System
- Fire Protection, detection and alarm system
- Split AC units
- Precision AC units for Control Room
- Ventilations fans – suction and exhaust system
- Oil water separator
- Rainwater Harvesting system
- Engine Water Wash system
- Hydraulic Lift Platform

#### **1.4. BROAD SCOPE OF WORK**

The broad scope of services under the Facilities Management Services, are as follows:

##### **1. Operation & maintenance of –**

- HT & LT Electrical Systems (33 KV VCB Panel & 415 V LT Distributions)
- Diesel Engine operated Generating Set (750 KVA)
- UPS Systems
- HVAC (AC plant, other AC units and ventilation plants)
- Cranes (overhead / under slung)
- Dust collectors
- Plumbing & Sanitation
- Water supply systems
- Electrical / pneumatic outlets
- Fire Fighting Systems
- Compressed air system
- Solar heaters
- EPABX / UPS
- Building Management system
- Electrification of Hangar and Annexe building
- Vehicular Equipment such as mobile crane, Man lift, scissor platform, hydro lift etc.
- Aircraft docks and stands
- Building civil maintenance that include water supply, drainage and sewage lines

##### **2. First line maintenance of**

- Mechanized sliding door
- Utility pits, GPUs and PCAs
- Cranes
- BMS
- AC Chillers
- Lifts

Any intensive maintenance activity, which has to be done by an authorized OEM person will be arranged by AIESL. The contractor shall give necessary assistance to such personnel.

## 1.5. DETAILED SCOPE OF WORK

### Working Hours

The duty hours of workers under this contract will be 48 hours in a week including 30 minutes break for lunch daily. The working pattern (6 days) and timings of work of MRO shall be decided by AIESL and communicated to the Contractor.

### General Conditions

1. The successful Bidder shall enter into a Contract with AIESL, which will cover the services to be provided by the contractor, details of minimum manpower that will be deployed, their working hours and on-call availability.
2. All Services will be rendered out at timings which will be as per convenience to the office and without causing interference to the normal office work. Contractor's supervisory staff should be available to give instructions to his staff. All employees of contractor should be in uniform. All contractors work men should maintain discipline and follow instructions of AIESL Staff. **The Official In charge (OIC) of MRO (AIESL Executive) should be informed immediately whenever there is an emergency situation and any major work or repaired to be carried out should be brought to his notice immediately.** Reports of all complaints and remedial works done should be maintained and should be submitted to the OIC every month.
3. The contractor shall provide one single point of contact personnel available in the site or in his office in Nagpur who will coordinate with AIESL or contract workers. Charges for his/her services are deemed to be included in contractor's service charges. No extra charges shall be payable on this account.
4. Site Engineers and Supervisors deployed shall be responsible for preventive and breakdown maintenance of all the equipments/machines/accessories/units etc. as mentioned in this tender. They also will be responsible for maintaining the Complaint (Call Log) Register. They shall also be responsible for co-coordinating with external agencies and Original Equipment Manufacturers, for respective area (Electrical / Mechanical / Civil).
5. The equipment, other tools, instruments and aids required for undertaking the services are to be arranged by the Contractor.
6. The Contractor shall also be responsible for compliance and implementation of Labour laws, regulations and the statutory requirements of Central and State authorities.
7. Prospective bidders are advised to visit and understand the scope, facilities, equipment and large area covered under the contract before quoting. .
8. AIESL will hold a Pre- Bid meeting at Nagpur MRO for qualified bidders. The minutes of pre bid meeting along with amendments to tender documents, if any, shall be communicated to all qualified bidders. The Minutes of such pre bid meeting shall be a part of the contract.
9. The personnel deployed by the contractor will be Contractor's employees and allocation of work, supervision and maintenance of discipline will be attended by the contractor through Plant Engineers / Supervisors. The contractor will be solely responsible for all the aspects relating to the wages, safety, welfare, health, records keeping etc. of the personnel deployed by them in connection with the services provided under this contract.

The contractor will substitute such of those employees whose performance is not found satisfactory by AIESL.

10. Once the tender is awarded no price escalation other than yearly quoted increase and Min wage revision and statutory payments as per Government guidelines / change in tender terms shall be allowed for duration of contract.
11. The successful contractor will ensure adherence to all security regulations of AIESL by the personnel deployed by him in the premises of AIESL and he will ensure verification of character and antecedents of his personnel through Police department before deployment since AIESL MRO is a highly security sensitive area. The personnel deployed by the contractor shall not indulge in any illegal activities.
12. The successful contractor will ensure strict supervision of all the activities under this contract round the clock and will ensure constant co-ordination with the Officer deputed by AIESL in this regard. The successful contractor will maintain constant communication facilities with the officials of AIESL.
13. The personnel deployed by the successful contractor for carrying out various jobs under this contract will be solely the employees of the contractor and AIESL will not have any direct supervision or control over their functioning. They will not have any dealings with the officials of AIESL and they will not have any sort of claim or access whatsoever in relation to their employment/deployment by the successful contractor. Payment of wages and other benefits to his employees will be made by the contractor as per law and to the satisfaction of concerned government/statutory authorities under the relevant statutes.
14. The contractor will strictly comply with all statutory obligations and other requirements in so far as the personnel deployed by him in the premises of the AIESL under this contract and he will be solely and exclusively responsible for compliance of all pertinent regulations concerning his employees, under various Statutes including the Provident Fund Act, ESI Act, Minimum Wages Act, Workmen Compensation Act, CLRA Act, Payment of Bonus Act, Payment of Wages Act etc. Any claims/disputes that may arise between the successful contractor and their employees will be exclusively dealt by them and AIESL will in no way be involved or made responsible in any manner.
15. The contractor will make timely remittances to the Government/Statutory Authorities in respect of Income Tax TDS, Profession Tax, Provident Fund and ESI contributions throughout the period of contract without any default.
16. The Contractor shall maintain all the records on electrical installations, Substations, DG sets, UPS, Lifts, firefighting system, cranes, lifting tackles, vehicular equipment, AC installations, compressed air receivers, fuel farms, ETP, machines/equipment installed in various shops/ hangar etc., in accordance with the statutory rules and regulations of Central and State Authorities and OEM guidelines.
17. In reference to the point 16 above, the Contractor shall also be responsible for updating and intimating AIESL regarding changes in the statutory requirements of Central and State authorities and shall recommend suitable measures to be taken to adhere to such statutory requirements.
18. Preventive maintenance and break down maintenance of all systems covered in this tender shall be done as per OEM manual / Check sheets available at MRO/ if successful bidder desires to improve the check sheets / service report and schedule, the same shall be prepared and obtain AIESL approval.
19. This contract covers provisioning of labour, consumables, spares etc. as and when required. Repair activities of all items within the premises of MRO are to be covered in

the contract. However replacement of spares shall be taken up with prior approval of AIESL and all spares to be procured should be genuine from OEM / authorized dealers.

The cost of the same shall be reimbursed at actual, along with monthly bills. GST will be payable extra as applicable. A fixed 5% handling charges (transport, loading / unloading) on basic cost of spare will be payable extra to contractor. The reimbursement for spares shall be processed along with Monthly bills on submission of invoices and delivery challans signed by AI EIC. There will not be any separate purchase order for spares.

20. All consumable (solvents / oil / greases) required for engg maintenance shall be payable extra plus GST as applicable. A fixed 5% handling charges of basic cost of items will be payable extra to contractor as done in the case of spares detailed in clause 19.

**The Contractor, *inter alia*, shall be responsible for the following:**

- A. HT & LT POWER SUPPLY AND DISTRIBUTION** Preventive and break down maintenance and record keeping etc. in respect of electrical substation, transformers, Panel, Bus Bar, HT Panel, LT Panel, AMF Panel, Capacitor panel, Distribution Panels etc. Electrical Control Panel room including maintenance of switch gears, panels for AC, garden lights and water fountain, lift room, water pump and power factor panels, UPS, earthing system etc. and co-ordination & getting necessary assistance from OEM/ statutory authorities in emergency situations.
- Preventive and breakdown maintenance, record keeping etc., of Distribution Boards for AC, light and power and MCBs on all floors Maintenance of lighting, power points, switches, fans, water pumps, motors etc.
  - Replacement of faulty lights and maintenance of other installations on continuous basis both indoor and outdoor
  - Checking the power factor and MONITORING APFC panels for PF correction to avoid any penalty.
  - Periodically checking of the working of UPS, load sharing conditions, maintaining battery bank, reporting faults and coordinating with OEM of UPS during maintenance by them.
  - Periodically checking of street lights, maintaining of street lights including solar lights, High masts
  - Material purchases in coordination with AIESL for electrical consumables & spares as and when required.

**B. DIESEL ENGINE OPERATED GENERATOR**

- Operation of DG sets, preventive maintenance, checks and minor maintenance
- Preventive and breakdown maintenance, record keeping etc
- Daily & Weekly trials (no load). Diesel Stock Monitoring and reporting requirement for fresh stock
- Coordination with AIESL for diesel purchasing.
- Recordkeeping of the maintenance details, assisting AIESL license renewals from the authorities

**C. LIFTS**

- Monitoring and day to day maintenance of lifts inside the building, operating (Switching on & off) lifts and as per instructions of the office, monitoring the working of lifts, reporting faults to the AMC provider and coordinating during maintenance by them.
- Recordkeeping of the maintenance details, assisting Air India license renewals from the authorities.

**D. WATER SYSTEMS – INDUSTRIAL WATER, DRINKING WATER, FLUSH WATER, SANITATION, RAINWATER HARVESTING**

- Coordinate with MADC and ensure water supply in underground tanks.
- Pumping of water & ensuring continuous supply in the premises.
- All day to day preventive maintenance related to the water distribution pipe line, valves-inspection and minor leakage, ensuring supply to water purifiers for drinking water, coordinating with water purifier manufacturer for cleaning, servicing and repairs of purifiers & water treatment plants etc., to ensure that water is available to user within the site premises.
- Preventive Maintenance and cleaning of water dispensers, filters and water coolers.
- Reporting on time to AIESL for any major repair needed in pipe line requiring modification, welding and re-routing of pipe lines etc.
- Cleaning of overhead and underground water tanks half yearly (the months to be fixed at each premises) and also whenever need arises.
- Minor plumbing and sanitation works including minor repair of pump and motor like rewinding of motor etc.
- Maintenance, repair and removal of blockage if any in water / sewage drains and manholes / chambers.
- Material purchases in coordination with AIESL for plumbing and sanitation works as and when required.
- Operation & Maintenance of Sewage treatment plant & Effluent treatment plant
- **ENSURING THAT THERE IS NO WATER LEAKAGE / WASTE OF WATER/DRAINAGE BLOCK / SEWAGE LINE BLOCK IN THE FACILITY.**

**E. FIRE FIGHTING SYSTEM - FIRE HYDRANTS, SMOKE DETECTORS & PORTABLE FIRE EXTINGUISHERS -**

- Preventive and breakdown maintenance, record keeping etc of FPS that includes hydrant pumps/motors, jockey pumps /motors, foam pumps/motors, diesel pumps/motors, pressure switches, foam oscillators, sprinklers etc.
- Monitoring and Maintenance of Fire Hydrant System, hose pipe & nozzle etc.
- First line Minor break down maintenance of jockey pumps and motors.
- Periodic certification from statutory (local FIRE / MADC) authorities.
- Periodic Inspection and Maintenance of portable Fire Extinguishers.
- Preventive and minor break down maintenance of pipe lines and distribution valves.
- Actual firefighting in the event of fire, fire information & reporting to AIESL and nearest fire station.
- Assisting AIESL in carrying out Fire drills, operation of water hydrants, Training of staff
- Smoke Detection/ Fire Alarm System – Inspection, Maintenance, responding to fire alarm, checking the reason for alarm and taking corrective action and conducting periodical Fire Evacuation Drills as directed by AI.

**F. AIR CONDITIONING SYSTEMS**

- Daily switching on/off and monitoring of AC Plants, AHUs, air conditioning units, PCA units in Hangar etc. and adjusting temp settings as desired by AIESL.
- Uninterrupted maintenance of desired temperature in server rooms etc.
- Operation of ACs, checks and routine maintenance including minor repairs.
- Periodic maintenance, minor repairs, adjustments and provide services for replacement of components of AC systems that include central plant, cassette

units, Precision ACs, split ACs, PCA units, AHUs, cooling towers, Precision ACs, motors, pumps etc. as per OEM manual and available at MRO.

- All basic spares and consumables required for maintenance / repairs including refrigerant gas shall be provided by the contractor and the cost of the same shall be paid extra. If any major repairs / replacement of items such chillers, compressors, motors and pumps are required, the same shall be arranged by AIESL. However, services for replacing motors and compressors of cassette units, split ACs, refrigerators etc. shall be in contractor's scope.
- Record keeping of status of AC units and ventilator systems and the services carried out by the AIESL identified other contractor/s. (OEM/ AMC Contractor)
- Cleaning of ducts as and when required and periodic cleaning of filters of AC Units, AHUs and ventilator systems at frequent intervals.
- Operation and record keeping of Chilling machines, chilled water air handling units, refrigeration machines, cooling towers, water heaters, pumps etc.
- Preventive and break down maintenance check sheets to be provided to AIESL.

### **G. AIR COMPRESSORS**

- Daily switching on/off and monitoring of Compressor units and dryers as desired by AIESL.
- Daily Draining of compressors, moisture separators, air receivers
- Periodic maintenance, & repairs, replacement etc. of compressor / drier units, filters, valves, auto drain valves, air receivers etc. as per OEM manual available at MRO.
- Preventive and break down maintenance check sheets to be provided to AIESL
- Maintenance of Log book for compressed air system.
- All spares and consumables required for maintenance / repairs shall be provided by the contractor and the cost of the same shall be paid extra by AIESL. However, if any major repairs/ replacement of item such compressors/ motors are required, the same shall be arranged by AIESL.

### **H. SOLAR LIGHTS AND WATER HEATERS.**

- Daily switching on/off and monitoring of water heaters and solar panels/ cells as desired by AIESL.
- Routine cleaning and maintenance of solar PV panels.
- Preventive maintenance / Major repairs /replacement etc as per OEM manual.
- Log Record keeping of status of water heaters
- If replacement of solar batteries required, cost of the same shall be reimbursed at actual on production of invoice from authorized dealers.

### **K. HOISTS AND CRANES –**

Assistance for Operation of the cranes, as desired by AIESL (Normal operation shall be done by AIESL staff). An AMC has been awarded to OEM, M/s. Kone Cranes and they shall provide authorized man power and spares for the EOT cranes. Necessary assistance to them shall be provided by FMS contractor.

Further the cranes those are not covered under AMC (Chain pulley blocks / mono rails) shall be maintained by FMS Contractor as follows.

- Periodic maintenance, repairs of Monorail / hoists as per OEM manual available at MRO
- Preventive and break down maintenance check sheets to be provided by AIESL
- Record keeping of status of cranes and the services carried out on the cranes/monorails.



- Any repairs to items such as gear box, VFD, brake, rewinding of motors etc. are covered under the AMC with M/s KONE Cranes.
- Record Keeping of complaints, actions taken and annual proof load testing

#### **L. UTILITY PITS / GPUS**

- Assistance for Operating the UTILITY PITS / GPUs as desired by AIESL.
- Cleaning / de watering of the pits as and when required.
- Periodic preventive maintenance as per OEM manual
- Periodic check of sump pump and its operation and maintain the same as and when required.
- Intimation to AIESL if OEM Expert assistance required for Break down jobs.
- Record keeping of status of GPUs, spare consumption etc.

#### **M. HANGAR SLIDING DOOR**

- Routine check and Preventive maintenance as per OEM Manual
- Track cleaning
- Any assistance required for AIESL in operation of the door.

#### **N. BUILDING MANAGEMENT SYSTEM**

Necessary assistance (man power) shall be provided by FMS contractor for routine operation & maintenance of BMS. Following shall be in the scope of FMS Contractor.

- Monitoring the BMS system.
- Coordinate with OEM for any break down and assist for Preventive / break down maintenance.
- Record keeping of status of BMS system / LOG maintenance.

#### **O. OPERATION AND MAINTENANCE OF VEHICULAR RAMP EQUIPMENT SUCH AS MOBILE CRANE, BOOM LIFT, SCISSOR LIFTS, FORK LIFTS etc.**

- The operator should have license to operate heavy vehicles.
- Maintenance technician should have expertise in repair of heavy vehicles such as EICHER / TATA / ASHOK LEYLAND. Expert technician on hydraulic system to be employed for lifting equipments.
- Daily operation of all equipment and maintenance if required.
- Servicing of vehicular equipment as per OEM manual.
- Monitoring of battery charge / terminal / water level etc.
- Minor Repair / adjustment of clutch, starter, break system etc.

The cost of spares and consumable shall be reimbursed at actual on production of invoice from authorized dealers. Details of spare to be replaced shall be provided for approval and also mentioned in the invoice.

#### **P. CIVIL WORKS & BUILDING MAINTENANCE**

- Minor civil repairs like leakage, minor cracks, replacing glass panes, plumbing works, hangar roof leakage, terrace leakage and other repairs in toilets, touching up painting etc. The cost of material like cement, sand & paints and other consumables shall be reimbursed at actual production of invoice. A fixed 5% handling charges of basic cost of items will be payable extra to contractor.
- Monitoring and reporting of major civil works those need to be done by AIESL .

- Minor Maintenance of aluminum, wood and glass doors, partitions and windows and repair of handles, locks, lockers, hardware etc.
- Maintenance of all signage in the building.
- Operation and First line Maintenance of sewage treatment plant and cleaning/blockage clearance of sewage lines/manholes.
- Maintenance of irrigation systems in gardening area
- Maintenance of Storm water drain, hangar roof drains, septic tank, sewage chambers

**NOTWITHSTANDING ANYTHING SPECIFIED IN CLAUSES 1-20 ABOVE, THE CONTRACTOR SHALL DEPLOY HIS PERSONNEL FOR ANY TECHNICAL WORKS AS ASSIGNED BY AIESL TIME TO TIME, THAT INCLUDES INSTALATION OF EQUIPMENT BOUGHT BY AIESL.**

<b>1. DETAILS OF MIN STAFF TO BE DEPLOYED IN MRO</b>			
<b>Sl.</b>	<b>Particulars</b>	<b>Category</b>	<b>Quantity</b>
1	Plant Engineers	Technical (Ele/Mech / Civil)	3
2	Supervisor – Technical	Technical (Elec - 2 / Mech - 1)	3
3	Technician (High skilled)	Technical (Electrical with HT License - 5)	5
4	Technicians (skilled)	Technical ( LT Elec – 12, Mech–8, HVAC – 2, Fire – 2, BMS IT / Communication – 1, Plumber - 2, Diesel Mech -2, Ramp Eqpt. Operator – 2, Electronics-2	33
5	Technician Assistant (un skilled)	Unskilled	10

The work force given is approximate numbers be deployed at the MRO. In case of exigencies of work, AIESL at its discretion may utilize few staff in their Mumbai Engg Maint facility. However, the scope of contractor's responsibility will limit only to the MRO, Nagpur. Actual number of workers to be employed at site, category wise, shall be intimated by AIESL, time to time.

Increase in contract value (due to increase in Man power if required due exigencies of work, with specific approval from AIESL) will be limited to a maximum 20% of contract value.

At present total 36 Nos of Manpower with various categories as mentioned above like Civil Engineer, Supervisors, Technicians etc are deployed at MRO Nagpur by existing contractor.

**The contractor shall be paid for the actual no. of staff deployed at site.**

## **2. QUALIFICATION / EXPERIENCE OF MAN POWER TO BE DEPLOYED**

### **(i) Plant Engineers:**

**QUALIFICATION – BE/ B Tech IN ELECTRICAL / MECHANICAL/ CIVIL**

Maximum Age – 45 (Forty five) years

Experience: At-least 5 (five) years of Facility Maintenance experience in Heavy INDUSTRIAL PLANT Maintenance and in MRO/Aviation/Airport field. Shall have thorough

knowledge of facility maintenance, record upkeep, trouble shooting, preventive maintenance in respective fields and computer knowledge.

**(ii) Supervisor – Technical:**

QUALIFICATION – Diploma in ELECTRICAL / MECHANICAL

Maximum Age – 45 (Forty) years

Experience: At least 10(Ten) years of Facility Maintenance experience (Hands on work experience). Shall have knowledge of facility maintenance, trouble shooting, preventive maintenance in respective fields and in MRO/Aviation field.

Supervisor – Electrical should have valid HT license and should have hands on Experience on operation of HT Panels, Transformers and VCBs.

- (iii) Technicians:** All technicians irrespective of their trade necessarily shall have experience in MRO or other Aviation / Airport related facility so that they can operate and maintain the specialised facilities and equipment provided in the MRO.

Maximum Age – 40 (Forty) years

- a) The HT Electrician (high skilled) shall be a Diploma holder or Industrial Trade Certificate (ITI) holder with relevant "C" license to operate High Tension electrical installations with minimum 4 years' experience in the field.
- b) LT Electrician (skilled) shall be an Industrial Trade Certificate (ITI) holder with relevant "C" license to operate / low tension electrical installations with minimum 3 years of experience in the field including MRO /Aviation experience.
- c) The Mechanical / Fire technician/HVAC / Plumber shall be an ITI Certificate holder / Diploma holder in Fire Engg having minimum of 3 years' experience in the same field including MRO /Aviation experience and shall be conversant with operation, routine maintenance and fault fixing of mechanical equipments / FPS system/ or Machinist as per trade.
- d) Electronics / IT Technician shall be an ITI Certificate holder in Electronics / IT trade having minimum of 3years experience in the same field and shall be conversant with maintenance / repair / fault diagnosis of electronic circuit, PLC, IT etc.
- e) Ramp operator/ Diesel Mechanic - Qualification: ITI Diesel Auto Mechanic / Motor Mechanic. Maximum Age – 40 (Forty) Years  
He should have valid Heavy motor vehicle driving license and at least 3 years of experience including MRO /Aviation experience in vehicle maintenance/operation of hydra, forklift, trucks etc.

**(iv) Technician Assistant (TA): Unskilled**

Maximum Age - 40 (Forty) years - TA shall be SSC/ 10<sup>th</sup> standard pass  
At least 01 year of experience in heavy industry/Airport/MRO.

## SECTION V

### TERMS AND CONDITIONS OF CONTRACT

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

- i) The Successful Bidder will be intimated by AIESL of the award of the Contract, vide issue of a Letter of Intent (LOI) by AIESL. Thereafter the contractor shall execute a Contract agreement with AIESL (as per standard AI format that shall be forwarded with the LOI), within 15 days from date of receipt of LOI. Thereafter AIESL shall issue a formal Work Order with effective date of contract.
- ii) The contract period shall be two years, unless it is curtailed or terminated by AIESL for the reasons mentioned herein.
- iii) If the services provided by the contractor are satisfactory, AIESL may consider extension of the contract for one or two years, as the case may be, if the same is acceptable to the contractor at annual escalation as already accepted in per price bid.

AIESL expects that successful bidder under this contract to observe the highest standard of ethics and should not engage in activities that conflict with the interest of AIESL in this contract.

#### 2. Material / Spares

Emergency spares and consumables are to be supplied by the contractor with prior written approval of AIESL, clearly indicating the requirement, details of item and estimated cost. The invoice of OEM/ Authorized dealer / seller along with delivery challan indicating details are to be submitted for reimbursement. Such reimbursement shall be effected along with monthly bills. A 5% Handling charges (towards conveyance transportation charges) of basic cost of item will be payable to the contractor for supply of these spares.

#### 3. Emergency work

It shall be the Contractor's responsibility to attend to all/any emergencies that may occur on the Site. No extra payment will be made by AIESL to the contractor for attending to any such emergencies. However the payment of overtime to the personnel and/or contract labour for such emergencies shall be reimbursed by AIESL on actual basis after verification of necessary documents.

#### 4. Rates, Taxes and Duties

**AS AIESL MRO FACILITY IS AN APPROVED SEZ UNIT, GST IS EXEMPTED. AIESL SEZ Consultant will assist in necessary documentation required for availing TAX Concessions. The Contractor shall provide all required documents for this purpose.** All the rates quoted in the bid shall be inclusive of all labor and material including all duties, royalties any other taxes, local charges or any statutory payments, wherever applicable. No extra claims on this account will be entertained.

**THE CONTRACT IS A FIXED RATE CONTRACT**

All costs related to employees should be inbuilt in the tender. No other cost other than quoted and agreed rates as per BOQ shall be paid on account of this. Other than yearly quoted annual increase, Minimum wage revision & statutory payments as per Government guidelines, no revision shall be made in any of the rates quoted.

**5. STRUCTURES, PAYMENT OF WAGES & COMPLIANCES**

- i. Payment of wages to employees shall be as per applicable minimum wages notified by Maharashtra Labour Commissioner for Engineering Industry. The sole responsibility for payment of minimum wages to be paid to workers (including contract labour) shall rest with the Contractor.
- ii. It will be the sole responsibility of the contractor to pay Provident Fund, ESIC, Workmen compensation, Prof tax, leave encashment, Bonus etc. These heads are to be included in BOQ Item A, wages.
- iii. Uniform and personnel protective equipment (shoes, helmet), Paid leave, training or any other expenditure towards employees is to be inbuilt in BOQ item B. Further, any other expenditure including contractors' Over heads and Profit ALSO shall be included in BOQ item B as a percentage of BOQ item A.
- iv. Over Time (OT) wages, for working beyond normal working time (in case of exigencies of work solely as per AIESL's operational requirements) shall be paid by the Contractor, extra on an hourly rate as and when required by AIESL. The same shall be with written approval of AIESL and OT amount shall be reimbursed by AIESL at actual.
- v. Meeting all statutory requirements with respect to labour commissioner and other statutory authorities shall be contractor's sole responsibility.
- vi. Successful Bidder is required to pay wages to the staff through bank transfer on or before the 7<sup>th</sup> (seventh) of every month for the work carried out by them during the previous month.
- vii. The disbursement of payment to workers as above shall be ensured without delay, irrespective of any procedural time taken by contractor or AIESL for processing contractor's bills.
- viii. The contractor will be required to take out Workmens' Compensation Insurance Policy (specifying area of work as AIESL MRO, Nagpur) for all their staff who are not covered under ESI, before they are deployed at MRO site. The copy of this Policy shall be handed over to AIESL and this policy shall be kept valid throughout the contract period. All Charges, Premiums etc towards taking out this Insurance policy are deemed to be included in Contractor's overheads and no reimbursement shall be made by AIESL. Corporate insurance policy of the contractor, with specific names of employees mentioned, is also acceptable.

## 6. COMPLIANCE WITH LABOUR LAWS

The Contractor shall comply with the various labour laws read with latest amendments, both Central and State including, but not limited to the following acts:

- i. Employees' State Insurance Act 1948;
- ii. Employees Provident Funds & Miscellaneous Provisions Act 1952;
- iii. The Minimum Wages Act, 1938;
- iv. The Payment of Wages Act, 1936;
- v. Contract Labour (Regulation & Abolition) Act, 1970;
- vi. Workmen's Compensation Act, 1923;
- vii. Employers' Liability Act, 1938;
- viii. Maternity Benefit Act, 1961;

Any other labour law as applicable from time to time.

Further, the Contractor shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of said laws in force.

## 7. PERSONNEL/STAFF ON THE SITE

- i. Presently, this work is being done through specially trained and experienced staff deployed by current O& M Contractor. These technical trainings have been imparted by Facility providers and OEMs. As the Technical staff has acquired experience and competency in operation and maintenance of various specialized equipment in MRO and are familiar with AIESL's technical and procedural requirements, the contractor is encouraged to retain the same staff to the extent feasible, so as to maintain good standard of service. The contractor shall be solely responsible for verifying their qualification, experience and credentials as per the HR policy of contractor and AIESL's tender requirements. The contractor may provide new man power, meeting all tender conditions, at his discretion.
- ii. The Contractor shall always employ adequate number of experienced and trained employees as per AIESL's requirements for successfully carrying out the jobs covered under the contract. The Contractor shall also comply with the provisions of all labor legislations as mentioned herein. **Non-compliance with this clause shall effect in immediate termination of the Contract.**
- iii. No separate training shall be given by AIESL or training cost shall not be reimbursed by AIESL. Contractors are expected to consider experienced staff and training cost in their bids.
- iv. The Contractor will be required to submit the list of the names of the workers with photo identity (ID), address proof, police verification certificate and educational qualifications certificates before deputing the workers. The Contractor shall be solely responsible for the credentials / acts of his employees.
- v. The Contractor shall take full responsibility/liability of his staff employed at Site (including the contract labour), keeping in view the security measures to be observed at the airport as the Site is a part of prohibited area of MIHAN SEZ, Nagpur Airport. Thus all security measures as decided by AIESL security department and BCAS shall be applicable. The workers / staff employed at the Site, should be well groomed and shall wear uniform, consisting of pant, shirt, and shoes, for male

workers and suit/saris, shoes for female workers. Any indecent behavior or suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty as mentioned herein shall be levied on the Contractor. The Contractor will be required to maintain a daily attendance register duly signed by Engineer/Supervisor and submit to EIC as and when demanded.

- vi. In case, AIESL finds the services of one or more personnel unsatisfactory, or the personnel so deployed indulging in any activity other than fulfilling their obligations under the Contract of the Successful Bidder, the same shall be communicated in writing to the Contractor by AIESL. The Contractor shall replace such personnel without any delay, but not later than a week from the date of receipt of such communication, failing which, such personnel shall not be allowed to enter the Site.
- vii. The Contractor will be required to make timely payment of wages/salaries to its staff.
- viii. Employment of child labor will lead to termination of the Contract.**
- ix. The Contractor shall arrange for adequate training in firefighting to be imparted to all their staff deputed by it before rendering Services.**
- x. The Contractor shall maintain registers, work allocations and checklists for each activity and the work done by each of the contractor's employees (including contract labour), and shall be recorded on a job register, duly signed by the supervisor. The Contractor shall also submit a comprehensive report every month to AIESL, with the monthly invoice, detailing the works/services done during the month.
- xi. The Contractor shall make available members of his staff deployed to assist AIESL in miscellaneous type of work as and when required by AIESL officials in charge. The type of work must match the skill of person deployed. The name of AIESL official requesting and supervising such work, must be recorded in job register. The unskilled workers may be asked for loading / unloading in Cargo department at Airport for MRO related works if required.
- xii. The Contractor shall ensure that cell phone facility is available, at all times with engineers, supervisors, facility manager to facilitate easy access in day-to-day work and in times of need. A list of the names and cell phone numbers of the aforesaid should be made available to AIESL.
- xiii. **SAFETY** : Safety is of paramount importance. Required personnel protection equipment i.e. PPE kit must be provided by Contractor and employees must use whenever required. Contractor's supervisors and employees must ensure personal safety at all costs. Any incident / accident must be reported maximum by next working day to Official in charge of AIESL.

## **8. Emergency telephone Nos.**

The Contractor shall provide an emergency telephone number accessible all twenty four hours (24 hours) and on all seven days of a week (in an English calendar) for attending to all/any emergencies on the Site.

On calling the said telephone number the Contractor shall immediately address the break downs/emergencies at the site such as power failure, cable fault, bursting of water pipes etc., within a maximum of one hour from the time of receipt of a call on such emergency telephone number.

## 9. Indemnity

- i. The Contractor shall keep AIESL, its directors, employees and subsidiaries, indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of Contractor's employees or any other third party in connection with, relating to or arising out of the performance of the Services or non-compliance, deficiency, non-implementation of various provisions of statutory requirements including labour laws.
- ii. The Contractor agrees to undertake to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws both Central and State.
- iii. The Contractor agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948, and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961, and, as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of laws in force.
- iv. It is further agreed that the Service Provider shall indemnify AIESL against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Pune Labour Welfare Fund Act, any Acts / Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments / allowances payable to the workmen deployed by the Contractor during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers / Muster Roll / Bank Clearance Statements / Overtime incurred penalties and advances if any in respect of the workmen engaged by the Contractor shall be maintained and produced as and when required by AIESL and / or any other third party including Government Agencies / Authorities.
- v. The Contractor shall also indemnify AIESL, for any liability arising out of any accident/incident involving his personnel and/or contract labourers.
- vi. The Contractor shall also indemnify AIESL for making good any claim/ penalty/ loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing the employees of the Contractor. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Contractor, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Contractor under this Agreement.
- vii. For the avoidance of any doubt it is hereby clarified that the Contractor shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of any third party, due to negligence of its personnel, during performance of their duties under this Agreement and shall indemnify the AIESL and/or its



employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).

- viii. The Contractor further confirms that necessary ESI / PF payments in respect of the workmen engaged by the Service Provider shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIESL against any claim/s and liabilities arising out of the contract during the validity of the contract.
- ix. The Contractor hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by AIESL on account of non-compliance of whatsoever nature on the part of the Contractor in the matter of all applicable legislations with regard to their employees/contract labour deployed on the contract.
- x. The Contractor indemnifies AIESL and its subsidiaries against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. We further indemnify AIESL and its subsidiaries against any losses that may accrue / occur on account of any claims filed by ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws.
- xi. The Contractor shall also execute an indemnity bond in favor of AIESL in this regard. The format of the same is attached in Tender Enquiry.
- xii. The provisions of this Article shall survive the termination or expiration of the term of this Agreement.

## 10. Payment Terms

- i) **Immediately after receipt of Contract work order, the contractor (with help AIESL SEZ Consultants) will get his firm registered with SEZ Authorities as AIESL MRO Contractor.**

**The invoices generated by the contractor has to be in the approved format of SEZ and the same shall be submitted monthly through SEZ Consultants to**

**AI ENGINEERING SERVICES LIMITED,  
MRO FACILITY ,MIHAN, SEZ (Developed by MADC)  
NEAR KHAPRI RAILWAY Stn.  
NAGPUR – 441108, Maharashtra  
Attn : GENERAL MANAGER – MRO, Nagpur**

- ii) Invoices should accompany attendance sheet, proof of statutory payments, invoices for material procured if any and job done report jointly signed by contractor and AIESL representative as proof of service provided.
- iii) The commercially clear bills will be settled ordinarily within 45-60 (**Fourty Five to Sixty Days**) days from receipt of the bills with necessary documents in AIESL MRO, Nagpur office after verification of the work done and deducting necessary TDS (Tax Deducted at Source), other applicable taxes, retention money , deduction of penalties, etc.
- iv) The invoice, in proper form, must be duly accompanied by details of work carried out in that month, service reports, check lists, STAFF ATTENDENCE, OT hours, proof of payment to contractors staff ( Bank statement showing salaries paid) (ESIC, EPFO and Profession Tax) etc or Form II with wage details signed by individual staff. AIESL's certification of invoices shall be based on rate quoted by bidder / rate actually paid (CTC) whichever is lower.

- v) **The Contractor's invoices should be prepared, as per BOQ. In respect of BOQ item A (Monthly Salaries of staff that include wage, Employer contribution of ESIC/PF and pro-rata Bonus), AIESL will reimburse the actual payments remitted by contractor to respective employees' bank accounts, based on the bank statement. In addition, AIESL will reimburse the statutory payments ( PF and ESIC contributions made by employer ) based on the challans at actuals. Further, AIESL will reimburse the Bonus amount actually remitted by contractor to respective employees' bank accounts, as per bonus act. The total of salary, statutory Payments and Bonus for each category, reimbursable by AIESL will not exceed the quoted rates for respective category of employee.**
- vi) The Successful Bidder shall, while submitting their monthly bill, shall certify in writing to AIESL that they have paid and settled all salary and wages due for the preceding month and have duly complied with all statutory deductions / payments and deposits like PF and ESI etc as well as applicable requirements of law in the prescribed format by AIESL.
- vii) For supply of Spares / Consumables if any, the bill should be submitted along with monthly bill, along with the sanctioned slips and Original delivery Challan duly signed by EFD Executive, failing which the bill will not be accepted for payment.

viii) **Dispute regarding payments**

- a) In the event of any dispute in relation to any payment to be made under this Contract, AIESL shall hold the payment due to Contractor for that period.
- b) In the event that an invoice/bill is subject to a dispute, the Contractor and AIESL agree that, they shall make their best efforts to resolve the dispute within thirty (30) days from the date on which such dispute arose.
- c) The time for payment in respect of the disputed amount shall run from the date of the revised invoice corresponding to the agreement reached by the Contractor and AIESL to settle the dispute, in accordance with this clause.

**11. Penalty for Poor performance, Non-performance or Damage caused**

Penalty for poor services, negligence, damage to AIESL / Site etc., will be levied on the Contractor (after informing the Contractor in writing) in that particular month. The amount of such penalty shall be limited to 5% (five percent) of the amount billed by the Contractor.

**12. Rate enhancement:**

The rates finalized and agreed between the Contractor and AIESL shall remain firm during the full Contract period and for additional period in case of extension, other than increase in Minimum wages notified by Government, No other request for increase shall be entertained for increase of rates during the validity of the Contract and extensions.

**13. Compliance with all statutory requirements:**

**The Contractor shall be solely responsible to pay to the staff deployed at the Site, at least applicable minimum wages for Engineering Industry as notified by Maharashtra Labor Commissioner, revised from time to time. For categories of contract employees who are not falling under the purview of Minimum wages, wages as per Bidder's company policy shall be considered.**

The Successful Bidder shall be liable not only to pay the said wages but also overtime, any compensation, notice pay, gratuity or bonus as per applicable labour laws payable and AIESL shall not be held liable for any obligation of the Successful Bidder.

**IMPORTANT NOTE – AFTER BIDS OPENING, IF IT IS NOTED THAT ANY BIDDER HAS QUOTED WAGE RATES LOWER THAN APPLICABLE MINIMUM WAGE FOR A SPECIFIC CATEGORY, THEIR BID SHALL BE SUMMARILY REJECTED.**

**14. Subcontracting the work**

**SUB CONTRACTING IS NOT ALLOWED FOR THIS CONTRACT.**

**15. SECURITY REQUIREMENT:**

- i) The Contractor shall produce the Police verification certificate of their employees to be deployed on the Site in original before commencing the work at Site. It will be responsibility of the Contractor to submit the experience and Police verification certificate if there is change in the personnel.
- ii) This will be a part of Contractual Agreement, as the entire Airport, including MRO is declared as “Prohibited Area”. All such Contractor(s) who would be awarded contracts are required to comply with the above requirement.
- iii) Contractors shall obtain such Police Clearance Certificate from Police Authorities (available against a fee) and they will submit this certificate giving works order reference on it, to the office of the Engineer-in-Charge designated by AIESL to be forwarded to our Security Dept., along with request for issuance of entry passes/identification badges. Expenses incurred for renewal / issue of Police clearance certificate shall be borne by the Contractor. Workers shall wear these badges at all times, while on duty and the same shall be easily visible. Any such staff failing to do shall upon complaint of the departmental representative/ security staff/ occupants be taken off the duties and shall not be reassigned these duties by the Contractor thereafter.
- iv) 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 AIESL representatives/ Security staff.
- v) The Contractor shall abide by the Security requirements of AIESL. 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 Dept. of AIESL.
- vi) The expenses towards security requirements shall be borne by contractor

**16. Safety Requirements:**

- i) The contractor shall at his own expenses provide safety measures and facilities related thereto to the manpower deployed at Site. These measures/facilities to be provided by the Contractor shall also include helmets, safety belts, gloves, who shall also take adequate steps to ensure for their proper use. Adequate provisions shall

also be made by the Contractor for prompt evacuations, transportation and all medical treatments to the workers in the circumstance of any accident/injury during the course of work.

- ii) The safety norms as mentioned in the Annexure-VII, shall be followed by the Contractor.

## **17. Accidents on Site**

In the event of an accident involving serious injury or damage to human life or death of any of the employees and or contract laborers of the Contractor, the Contractor shall be liable for the same, including reporting the same to the appropriate authorities and payment of compensation.

## **18. Stationary**

The Contractor will have to bear the cost of all the stationery, telephone, computer, Printer etc. required for proper execution and maintenance of record of its work.

## **19. Dispute & Differences, Jurisdiction and Governing Law.**

- i. Decision of the Executive Director, AIESL regarding performance of contract, levy of penalty for delay and payments for extra work done shall be final and binding on the Contractor.
- ii. In case of any other dispute or differences, shall be as far as possible resolved through negotiations between AIESL and the Contractor and in the event of failure of any dispute resolutions within Fifteen (15 days) of the said negotiations the same shall be referred to a sole Arbitrator appointed by the CEO (Chief Executive Officer) of AIESL.
- iii. The venue of the arbitration proceedings shall be at EFD, MRO AIESL, Nagpur and Arbitration proceedings shall be carried out in English and the award of the Arbitrator shall be final and binding on the Parties. The cost of the arbitration shall be borne equally by the Parties as per the award of the Sole Arbitrator.

## **20. Termination**

### **i) Termination by AIESL**

AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, in the following cases:

- a) If the Successful Bidder being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as bankrupt or otherwise insolvent, or order for administration of his estate is made against him or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to make such assignment, composition and/or arrangement.
- b) If the Successful Bidder, being a company, bankruptcy or liquidation proceedings are commenced or likely to be commenced against or if it enters into or is likely to

enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.

- c) If it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding and/or made any misrepresentation misleading or false representation in the bid/Contract.
- d) The Contract can be terminated by AIESL at any time during the term of the Contract without assigning any reasons and liability on AIESL with a written notice of thirty (30) days.
- e) In case of failure of the Successful Bidder to carry out the services to the satisfaction / requirement / standards of AIESL, AIESL reserves the right to terminate the Contract, on a written notice of thirty (30) days and shall be free to get the services by some other agency / party at their sole discretion but at the risk and cost of the Successful Bidder. AIESL also reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the contract.
- f) In case of breach of the Contract by the Successful Bidder, AIESL shall have a right to terminate the Contract with a written notice of SEVEN (07) days. AIESL also reserves the right to claim from the Successful Bidder for any loss sustained due to breach of the Contract by the Successful Bidder.
- g) AIESL will be at liberty to terminate the contract without any liability or obligation besides forfeiting the security deposit, in the event of failure of the Service Provider in complying with any of the terms and conditions of the agreement with a written notice of SEVEN (07) days.
- h) This Contract may be terminated by AIESL in case of an event of force majeure.

**ii) Termination by the Successful Bidder**

- a) This Contract may be terminated by the Successful Bidder by giving three months' notice in writing in case of breach of the Contract by AIESL.
- b) This Contract may be terminated by the Successful Bidder in case of an event of force majeure.

**iii) Effects of termination/expiry of the Contract**

- a) On termination of the Contract, the Contractor shall take steps to remove, within a period of 7 (Seven) days from the termination or expiry of the Contract all employees and the vehicles, equipment, fittings, fixtures and other paraphernalia belonging to the Contractor, in a smooth and orderly manner, without any damage to the Site.
- b) Any damage to the Site on account of the aforesaid shall be made good by the Contractor. The Contractor shall be required to renovate, refurbish or repaint the

Site or any part thereof, if the Site or any such part thereof has been damaged or destroyed by the Contractor at the time of vacating the Site. In case such renovation; refurbishment or repainting is not possible the Contractor shall monetarily compensate AIESL for any such damage.

c) In addition, the Contractor shall cause to be returned to AIESL, all details, plans, technical data, maintenance schedules, related data correspondence and documentation in its possession relating to the Services. AIESL shall also cause to pay all sums due to the Contractor as provided under the Contract, after all deductions as applicable.

d) In the event that the Contractor fails to remove its employees, vehicles, equipment, fittings, fixtures and other paraphernalia brought into the said Site within the period mentioned above, AIESL shall be entitled to the following:

1. To remove all and any property of the Contractor lying in the said Site at the cost of the Contractor. AIESL shall not render itself liable for any civil or criminal action by doing the aforesaid.
2. To prevent the Contractor, its employees, agents and servants from entering in or upon or remaining in the said site except for removing their vehicle, articles, effects and belongings there from in the event the same have not been removed by the Contractor. In the event of the Contractor or any of the persons aforesaid enter upon the said Site in breach of the provisions of this clause, they shall be held liable for trespassing.
3. AIESL shall have the right to take all steps to prevent the Contractor and the persons aforesaid from committing such trespass upon the said Site and AIESL shall not be liable for any loss, damage or injury caused to any person or property therein while enforcing the rights under this Contract.
4. Each of the rights stipulated in the sub-clauses (i), (ii) and (iii) above shall be without prejudice and independent of each other and to any other remedy as may be available to AIESL in law or otherwise.

## **21. Force Majeure**

- i. Neither the Successful Bidder nor AIESL (herein referred Party/Parties) shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of an event of Force Majeure.
- ii. An event of force majeure shall include, but shall not be limited to an act of God or any governmental act, fire, earthquake, gales, flood, storm, lightning, explosion, accident, industrial dispute(not by service provider's employee), civil commotion, or power failures or shortage of power, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, public disorder, riots, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines or anything beyond the control of either Parties.
- iii. If Party encountering and affected by such causes, shall immediately give notice to the other with full particulars of the matter claimed as a force majeure event. The

Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

- iv. In the event of Force Majeure lasting for more than three months, either Party may after mutual consultation with the each other, terminate the Contract.
- v. For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of force majeure.

## **22. Confidentiality Clause:**

The Parties agree that they will hold in confidence the terms & conditions of this agreement, all information, documentation, designs etc., which comes to their knowledge in the course of the agreement ("Confidential Information") and will not disclose to any third party including but not limited to media (print or electronic) or use confidential information or any part thereof without the other party's prior written consent provided that confidential information may be disclosed to any Government or Regulatory authority requiring such disclosure under law.

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

The Successful bidder should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- i. It is a duly incorporated and validly existing under the laws of its incorporation.
- ii. It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Contract and the performance of the obligations there under. Further, the Contract shall constitute a legal valid and binding obligation against it, and is enforceable against it in accordance with the terms herein.
- iii. The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- iv. It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AIESL.
- v. The Contractor shall also prevent the encroachment / trespass, dumping of the waste / debris, unauthorized construction, whether permanent or temporary in nature, on the common / open areas in and around the Site. The Contractor shall

have to file a complaint in the concerned police station in this respect and it will be their responsibility to remove the same with the assistance of the Client on taking proper police protection.

- vi. It shall compensate AIESL for any damage or loss or caused to the premises/equipment/property of AIESL or any third party on account of negligent act/ performance on the part of its personnel.
- vii. It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- viii. It shall comply with all such directions issued by AESI from time to time.
- ix. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect or its ability to perform its obligations under the Contract.
- x. It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.
- xi. There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.
- xii. It is and shall able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- xiii. It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- xiv. All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.
- xv. It shall be responsible for the payment of all and any taxes including income tax and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc., by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.
- xvi. It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions



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

**24. ADDRESS OF THE OFFICES FOR CORRESPONDENCE**

**OFFICE ADDRESS:**

**GENERAL MANAGER – MRO  
AI ENGINEERING SERVICES LIMITED.  
ENGINEERING FACILITIES DIVISION,  
PLOT NO.01, SECTOR 9, MIHAN, SEZ (DEVELOPED BY MADC),  
NAGPUR-441108  
Email: cmm.mro-nagpur@aiesl.in**

**25. ADDRESS FOR GRIEVANCE:**

**EXECUTIVE DIRECTOR – ENGG**

**AI ENGINEERING SERVICES LIMITED  
4TH FLOOR, HANGAR 3, OLD AIRPORT SANTACRUZ (E), MUMBAI- 400029  
Email: edaiesl.bom@aiesl.in**