

भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

पश्चिमी क्षेत्र / Western Region

प्रचालन अनुभाग /Operations Department, मुंबई- 400099/Mumbai-400099

Ref: AAI/Ops-TM/WR/ Glass cleaning O/o RED WR/2022-23/2

कोटेशन आमन्त्रण सूचना/ Notice Inviting Quotation

ENVELOPE-I (TECHNICAL BID)

Date: 21.07.2022

Sub: Internal & External cleaning of Façade glasses, ACP Sheets & Truss area at New Integrated Office Complex at Mumbai.

Dear Sir / Madam,

1. Item Rate offers (Quotations) are invited by Jt. General Manager (Ops.), O/o Regional Executive Director, Western Region, A.A.I., Integrated Operational Offices Building, Vile Parle (E), Mumbai - 400 099 from your agency for subject work as per details given below:

Name of Work	Internal & External cleaning of Façade glasses, ACP Sheets & Truss area at New			
	Integrated Office Complex at Mumbai.			
Address for submission of Offer (Quotation)	Operational -Terminal Management Department (WR), Airports Authority of India, Integrated Operational Offices Building, 7 th floor, Opp. Parsiwada, Sahar Road, Vile Parle (E), Mumbai 400 099.			
Last date & time for submission of offers (Quotations) Envelope—I & Envelope—II	08 .08.2022 , 1500 Hrs.			
Master Envelope[Containing Envelope-I (Technical Bid) & Envelope-II(Price Bid)]	The master envelope having offer documents should be sealed & written with address of submission as above, name of work & name of agency.			
Bid opening Date (Envelope-I) Technical Bid	08 .08.2022 , 1530 Hrs			
Bid opening Date (Envelope-II) Price Bid of successful bidders in Technical Bid	08 .08.2022 , 1600 Hrs			
Bids shall be opened by Jt. GM(Ops) \	WR, 01 executive from finance department			

&01 executive from Technical / other department of AAI.

2(A). You are requested to inspect the site before submitting your offer in Annexure – A (Price Bid) of this letter and also along with undertaking regarding unconditional acceptance of offer's terms & conditions Annexure –B (Technical Bid) and duly signed copy of special terms and conditions.

Qualifying requirements of contractors / firms:-

- a) Agency should have valid Permanent Account Number (PAN): Signed copy to be attached.
- b) Should possess valid GST Registration Certificate: Signed copy to be attached.
- c) Should have satisfactorily completed similar nature i.e. glass façade, ACP sheets &/ truss area cleaning of buildings (definition of similar works as below) with appropriate technique/ spider man technique. The bidder has to submit the relevant work experience certificates to the tune of 03 works each of 40% of annual estimated value i.e. Rs. 59240.00 (excluding GST) (or) 02 works each of 50% of the annual estimated value i.e. Rs. 74051.00.00 (excluding GST) (or) 01 work of 80% value of the annual estimated value i.e. Rs. 118481.00 (excluding GST) in last 07 years.

Similar works mean —Cleaning of glass façades, ACP sheets, truss of airport terminals, non-residential corporate office buildings / Cyber city, MNC Buildings, shopping malls / complex, Five Star Hotels/Corporate Hospitals/ metro rail premises etc.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

- 2(B) Envelope-I should contain the following documents (with duly signed by agency):
 - (i) Copy of GST Registration certificate,
 - (ii) Copy of GST PAN card,
 - (iii) Copy of experience certificate as per 2 (A) c) above.
 - (iv) Duly filled 'ANNEXURE-B', the <u>UNDERTAKING REGARDING UNCONDITIONAL ACCEPTANCE</u>
 <u>OF TERMS AND CONDITIONS OF OFFER</u>
- 2(C) Envelope –II should contain the Price Bid (ANNEXURE-A)
- 3. AAI reserves the right to accept or reject any or all applications without assigning any reasons.
- 4. If at any stage, any information/documents submitted by the applicant are found to be false, the agency shall be liable for debarment from tendering in AAI, apart from any other appropriate /legal action.
- 5. <u>Unlimited Additional/Nil Quantity</u>: Though the quantity of item(s) indicated is/are tentative nature the individual items requirement may increase or decrease by Nil quantity during the contractual period but it will be restricted within the financial limit of Order Value. In case of any <u>increase or decrease</u> quantity is / are required to be executed/supplied, the party/contractor has to execute the subject supply(ies) at the

same approved rates, terms & conditions of the order/contract as per discretion of Jt. GM (Ops), WR.

- 6. <u>Cancellation Of Order / Contract</u>: The order / contract can be cancelled at any time / stage in part or in full by A.A.I. without assigning any reason whatsoeverwill not be responsible for any liabilities on this account.
- 7. **Payment Schedule**: Payment(s) shall be made within 30 (Thirty) days only after satisfactory execution of work.
- 8. "In the event of any/all disputes or differences relating to the interpretation and application of the provision of the order/contract, such disputes shall be referred by either party for the arbitration, and shall be referred to the Sole Arbitration of a person to be appointed by the Regional Executive Director, AAI, Western Region, Mumbai-400099, who will be the sole arbitrator and his decision or award will be final and binding on both ie. AAI as well as the contractor/supplier on whom the order is placed, and if the Arbitrator so appointed is unable and unwilling to act, to the sole arbitration of some other person to be similarly appointed and willing to act as such arbitrator. There will be no objection to any such appointments that the Arbitrator so appointed is a servant of the Authority that he had to deal with the matters to which this agreement relates and that in the course of his duties as such servant of the Authority he had expressed views on all or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties.

Joint General Manager Ops (WR), Regional Head Quarter, Western Region, Airports Authority of India, Mumbai- 400099

UNDERTAKING REGARDING UNCONDITIONAL ACCEPTANCE OF TERMS AND CONDITIONS OF OFFER

Date:

The Jt. GM (Ops.)
Operational - Terminal Management Deptt,
Airports Authority of India,
O/o Regional Executive Director(WR),
New Airport Colony,
Opp.Parsiwada, Sahar Road,
Vile-Parle (East),
Mumbai -400099

Name of work: Internal & External cleaning of Façade glasses, ACP Sheets & Truss area at New Integrated Office Complex at Mumbai.

Sir.

The offer for the above work have been asked to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the work and read the entire terms and conditions of the offer which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein. I hereby unconditionally accept(s) the conditions of AAI's quotation documents in its entirety for the above work.

I/We declare that I/We have not paid and will not pay any bribe to any Officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills. If any officer of AAI asks for bribe / gratification, I will immediately report it to the appropriate authority in AAI.

I/We agree that "If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / Legal action".

Thanking you,

Yours faithfully,

(Signature of the Contractor/ Agency)
With Rubber Stamp

SPECIAL TERMS AND CONDITIONS

Name of Work: Internal & External cleaning of Façade glasses, ACP Sheets & Truss area at New Integrated Office Complex at Mumbai.

- 1. The scope of work covers Internal & External cleaning of Window glass panels (one side area: 1060 sq.mtrs.), Façade ACP sheets (one side area 5150 sq.mtrs) & Façade glasses (one side area 660 sq.mtrs.) & Internal Cleaning of Truss area by providing skilled manpower, specialized technique i.e. spider men etc. suitable for New Integrated Office Complex at Mumbai (O/o RED WR).
- 2. The agency shall employ trained and highly skilled personnel, cleaning material and cleaning agents, so that Glass are free of all dust and any other material, marks, stains etc. and are absolutely clean to the satisfaction of Officer -in-Charge. All cleaning material has to be brought by Agency.
- 3. The Agency shall provide required cleaning tools such as wiper, squeeze, extension poles, buckets, brushes, cloth etc.
- 4. The cleaning material should not cause any damage, scratch marks on the glass façade, window glass panels, façade glasses & truss or damage any other part of New Integrated Terminal Complex at Mumbai.
- 5. Water required for cleaning works shall be provided by AAI.
- 6. The Agency shall be fully responsible to provide assistance and aid to its workers, in case of any incident or accidents during the course of such work.
- 7. The Agency must have adequate Insurance coverage for all the workers working for New Integrated Office Complex at Mumbai -AAI, against any injuries/casualty which may occur due to any incident or accidents during course of such work, as per workman compensations rules of Govt. of Maharashtra or Govt. of India and adhere to prevailing labour laws.
- 8. Appropriate health check to be ensured before employing labour for cleaning the high rise bldg.
- 9. The agency shall ensure that all standard safety measures associated with working on high rise buildings are taken. The agency shall provide uniform, safety shoes and safety gadgets like helmets and belts etc. to the employees deployed for the above said work.
- 10. The Agency shall also examine all the safety devices and rescue devices for proper functioning.
- 11. The payment shall be made to the agency on completion of each cycle of cleaning work after deducting statutory taxes as per Govt. Regulations.

- 12. Firm must forward the list of manpower and tools & plant deputing to New Integrated Terminal Complex at Mumbai (O/o RED WR) in their letter head for work including mentioning work period and attaching attested ID proof in advance. Accordingly, AAI shall arrange gate passes for entry. The firm's staff shall carry original ID proof always during the work period in the premises of New Integrated Terminal Complex at Mumbai.
- 13. The Agency shall be responsible for compliance with provision of all applicable labour laws including minimum wages act, labour laws in connection with the services to be rendered under this contract. It is clearly understood that the services agreement shall not constitute any relationship of employees / employer between AAI and labours. The labours deployed for the above mentioned wok should be in permanent role of contractors firm. The firm should comply with the provisions of contract labour (Regulation & Abolition) Act 1970 and contract labour (Regulation & Abolition) Central Rules 1971 and minimum wages act & rules thereof Central and State Government.
- 14. The agency must arrange all the tools and plants required for the contract work for which no extra payment will be made. The agency must ensure and follow safety regulations for Personnel deployed by the Contractor during the contract and the agency shall be legal responsible.
- 15.AAI has right to terminate the contract at any time during the contract period by giving one month notice, if the services of the agency are not found satisfactory.
- 16. The contract agreement shall be executed on a non-judicial stamp paper of the value of Rs. 100/- or as per prevailing practice by court of law and the cost of the stamp paper shall be borne by the contractor.
- 17.Rates quoted by the Agency shall be firm. Applicable GST to be indicated separately. GST as applicable for this contract as per Govt. Notification shall be paid against documentary proof.
- 18. The time limit for the contract is 04 (Four) months . The quoted price shall remain same during the contract period.
- 19. Validity of PF and ESI Code: On commencement of contract, the contractor shall continue to have valid PF and ESI code number till conclusion of the contract. AAI reserved the right to withhold any payment if ESI and PF contribution are not paid by contractor and proof of that effect have not been produced regularly by contractor.
- 20.Personal deployed by the Contractor for cleaning of window glass panels, ACP sheets, Façade Glasses & Truss shall be covered under Workmen Compensation Act, Insurance Act and any other Act may be in vogue. There shall be no employer employee relationship between AAI and deputed service personal of the contractor.

21. Dispute Resolution Mechanism Board:-

- (i) If dispute of any kind, whatsoever, arises between the procuring entity and the contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action. In action, opinion, instructions, determinations, certificate of valuation of the Executive (AAI), the matter in dispute shall, in the first place, be referred to the Dispute Resolution Board as may be appointed by Regional Executive Director, AAI, WR, Mumbai.
- (ii) If the contractor do/does not make any demand for dispute resolution board in respect of any claim in writing within 90 days of receiving the intimation from the AAI that the bill is ready for payment, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released liabilities under the contract in respect of these claims.
- (iii) When the dispute could not be resolved through the Dispute Resolution Board, the arbitration clause may be invoked.

22. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out to or relating to the contract, designs, drawings, specifications, estimate, instructions, orders or there conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be reffered to the sole arbitrator as may be appointed by Regional Executive Director, AAI, WR, Mumbai. There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or in ability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, it is also term of this contract that no person other than a person appointed by the authority, should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Cases, where the amount of claim in dispute is Rs.75,000/- (Rupees Seventy Five Thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the arbitration act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes arising between two Government of India undertakings, provisions as contained in Bureau of Public Enterprises Letter No.BPE /GL-001/161MAN-2(100-75-BPE) (GM-I) dt.01.01.1976 and as may be amended from time to time shall apply.

The decision of Officer-In-Charge regarding the quantities of reduction as well as justification thereof in respect of rates of sub-standard work, which may be decided to be accepted will be final and would not be open to arbitration. Also compensation levied under compensation for delay shall be final and binding and the same shall not be open to arbitration.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such disputes.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The contractor shall not any case suspend the work for settlement on dispute through arbitration.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearings.

The arbitrator shall give a separate award in respect of each dispute or differences reffered to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall conclusive and binding all parties to this contract.

This contract shall be governed by the Indian Laws for the time being in force.

Joint General Manager Ops (WR), Regional Head Quarter, Western Region, Airports Authority of India, Mumbai- 400099.



Annexure - "A" Price -Bid ENVELOPE-II

Name of work: Internal & External cleaning of Façade glasses , ACP Sheets & Truss area at New Integrated Office Complex at Mumbai .

SI.No.	Description of Item	Unit	Qty.	Rate (INR)	Amount (INR)
1.	Cleaning of following areas Externally and Internally by providing highly				
	skilled manpower, cleaning materials,				
	tools, chemicals, etc.along with				
	equipments, machinery, T&P as per				
	site requirement & terms and				
	conditions of AAI attached along with				
a)	Window Glass Panels (Area 1060 –				
	sq.mtrs – one side)	Job	1		
b)	Façade ACP Sheets (Area 5150		,		
- 1	sq.mtrs - one side)	Job	1		
c)	Façade glasses (Area 660 sq.mtrs-one side)	Job	1		
2.	Cleaning of Internal Truss Area (300	ı		
	Approx.230 Sq.mtrs.) by providing				
	highly skilled manpower, cleaning				
	materials, tools, chemicals, etc.				
	with spider man or other adequate				
	technique along with equipments,				
	machinery , T&P as per site				
	requirement & terms and conditions of	lob	1		
	AAI attached along with .	Job	I		
		Total amount (INR)			
		GST (If any) INR Gross Total (INR)i/c GST			
		GIU	aa ioidi	(114K)1/C G31	

NOTES: Airports Authority of India shall not issue any tax exemption form(s) / certificate(s)
Signature of Authorized person of Agency

Seal of the Agency

Phone no. of the Agency