



Tender No. MPD-777-T/S & IFE/344, Dated: 26.04.2019, Due Date: 16.05.2019

**Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited.**

Air India is an International Airline fully owned by Government of India and having its maintenance base at Mumbai, Delhi & Nagpur.

3 nos. B777-200LR and 12 nos. B777-300ER are operated by Air India Ltd as part of its fleet operation.

The seat configurations of the Aircraft are as below:

Class of Seat	No. of Seats	
	B777-200LR	B777-300ER
First Class	8	4
Business Class	35	35
Economy Class	195	306

The purpose of this tender document is to invite technical and financial proposals from DGCA approved repair shops having capability to repair the subject seats. It may please be noted that the “seats” indicate the seat assembly minus the cushion and the upholstery material.

#### **TENDER DETAILS**

Sealed / closed tenders are invited by “**Air India Limited**” herein after termed as ‘AIL’ from prospective bidders under two bid system i.e. Technical Bid-Part A and Financial Bid-Part B for the subject Work / services. The prospective bidders fulfilling Technical eligibility criteria of this Tender may apply as per following documents:

Sr. No.	Particulars	Annexures
1.	<b>General Terms &amp; Conditions</b>	I
2.	<b>Pre-qualification Criteria</b>	II
3.	<b>Scope of Work</b>	III
4.	<b>Special Terms &amp; Conditions</b>	IV
5.	<b>Technical Bid Form- Part A.</b>	V
6.	<b>Certificate for unconditional acceptance of Terms &amp; Conditions of the tender.</b>	VI
7.	<b>Price Bid Form - Part B</b>	VII
8.	<b>Bill of Quantity – Equipment (Part B)</b>	VIII
9.	<b>Integrity pact &amp; Annexure M</b>	Attached

#### **1.0 Availability of Tender Documents:**

Tender documents can be downloaded from our website: <http://www.airindia.in/air-india-tenders.htm>. Amendments (if any) shall also be hosted only on ‘AI’ website at least 07 days prior to opening of the tender and no separate intimation for amendment/extension of due date shall be published in the newspapers.

Contd. 2/-

**2.0 Method of submission of quotations in two bid system:**

- 2.1 Envelope one- shall contain duly filled "Technical Bid - Part A" together with EMD and supporting documents. The envelope should be super scribed with: ENVELOPE ONE – "Technical Bid- Part A" for "Tender No. MPD-777-T/S & IFE/344, Dated: 26.04.2019, Due Date: 16.05.2019" Name of the Bidder / Co. and address to be written at the bottom of envelope for identification purpose.
- 2.2 Envelope two- shall contain duly filled "Price Bid Form – Part B". The envelope should be super scribed with: ENVELOPE TWO - "Price Bid – Part B" for "Tender No. MPD-777-T/S & IFE/344, Dated: 26.04.2019, Due Date: 16.05.2019." Name of the Bidder / Co. and Address to be written at the bottom of envelope for identification purpose
- 2.3 Both the bids and supporting documents must be signed by the authorized representative of the Bidder and bear Company Stamp.
- 2.4 **Note:** The Bidder(s) may use 'AIL' Tender Documents for applying to this tender and must put their Co's Stamp on each page and be duly signed by the Authorized signatory of the Co /Firm. For submission of Price Bid, Bidder can use their Company letter head but in this case, it has to be typed in the manner and format shown in our "Price Bid Form- Part B".
- 2.5 Envelope three (Master envelope): The above two sealed / closed envelopes (Envelope One and Envelope Two) must be put in the "Third / Master Envelope" which should be super scribed with: "Quotation for Tender No. MPD-777-T/S & IFE/344, Dated: 26.04.2019, Due Date: 16.05.2019". Name of the Bidder / Co. and Address to be written at the bottom of the envelope for identification purpose
- 2.6 The tenders should be dropped in the **TENDER BOX kept at Engineering Department, Materials Planning Division, Hangar #3 2<sup>nd</sup> Floor, Old Air Port, Mumbai - 400029, on or before 1500 hrs of 16.05.2019.**
- 2.7 Bids received after stipulated date/ time will not be entertained.
- 3.0 The prospective bidders may send their offers in sealed/closed envelope through messenger or courier services so as to reach us at above mentioned address on or before 1500 hrs of 16.05.2019.
- 4.0 The tender closes on 16.05.2019 at 1500 hrs. The closing date may be extended at the sole discretion of 'AIL' and shall be uploaded on 'AI' website only. No separate intimation shall be sent to any Bidder or Vendor.
- 5.0 **Pre-Bid Meeting:**
- 5.1 Bidders must visit the site for assessment and clarifications. They should seek prior appointment first by writing at e-mail: [bk.bagchi@airindia.in](mailto:bk.bagchi@airindia.in) OR [sunil.sanap@airindia.in](mailto:sunil.sanap@airindia.in)
- 5.2 **Date for Pre-bid meeting:** A pre bid meeting is scheduled on 02.05.2019 at 14:00 hrs in the office of GM-SS to discuss work scope and visit site if required. Bidders are requested to send details of their rep, including vehicle, to [sunil.sanap@airindia.in](mailto:sunil.sanap@airindia.in) by 10 AM on 2<sup>nd</sup> May..
- 5.3 Name of the attendees will have to be informed by the bidders at the above e-mail ids. Representatives of the bidder shall have to carry their Photo ID Cards and authorisation letter for attending to the Pre-bid meeting.
- 6.0 **Opening of Technical Bids:**
- 6.1 The Technical Bids shall be opened on 17.05.2019 at 14:00 hours in the office of GM-SS.
- 6.2 Bidders who wish to attend tender opening may do so OR send their representative with authorization letter on their Co.'s letterhead signed by their authorized signatory, which should be produced at the venue and at the time of opening of the bids.
- 6.3 Bids received and opened shall be technically evaluated to verify fulfilment of the eligibility criteria by the Bidder and for suitability of the bidders.

:Pg 3:

6.4 **Queries from the Bidders during Evaluation of Bids:**

During the process of Technical evaluation of bids, no queries shall be entertained from the bidders on their status.

7.0 **Opening of Financial Bids:**

Financial bids of only technically qualified parties will be opened on a later date which shall be intimated to them in writing. No intimation for opening of financial bids will be sent to the technically disqualified parties.

8.0 'AIL' reserves the right to reject any tender in part or full or annul the whole tender process without assigning any reason.

Sd/-  
General Manager (SS)



## Annexure-I

Tender No. MPD-777-T/S & IFE/344,

Dated: 26.04.2019, Due Date: 16.05.2019

**Sub: Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited**

### TENDER DETAILS

Sealed / closed tenders are invited by "Air India Limited" herein after termed as 'AIL' from prospective bidders under two bid system i.e. Technical Bid-Part A and Financial Bid-Part B for the subject Work / services. The prospective bidders fulfilling Technical eligibility criteria of this Tender may apply as per following documents:

#### General Terms and Conditions:

1. Abbreviations used:

'AIL' as used in the Tender document means "Air India Ltd"

'OAP' as used in the Tender document means "Old Airport".

'EMD' means "Earnest Money Deposit"

'SD' means "Security Deposit" for performance of products & services rendered during Warranty period.

'PBG' means Performance Bank Guarantee for the Operation, Servicing & defect free support during the Warranty period.

'LOI' means "Letter of Intent"

'PO' means "Purchase Order"

'DD' means "Demand Draft" for EMD

'BG' means "Bank Guarantee" obtained for performance of products/services during warranty.

2. Contract means the Contract for repair of B777 Aircraft Seats and defect free performance of 12 months, as per warranty terms and scope of work given in the tender.
3. The "Successful Bidder " OR "Service Provider" OR "Party" OR "Vendor" OR "Contractor" as used in the Tender document, shall mean the one who has been declared as
- Lowest bidder
  - Whose tender is under consideration for award of LOI
  - Who has received LOI
  - Who has been awarded PO / Contract for execution of work / services
4. The "Bidder/ Party" as used in the Tender document, shall mean the one who has signed the tender form and submitted the quotation in response to our tender notice.
5. It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:

**Contd. ...2/-**

- i) A "Sole Proprietor" of the firm OR "Constituted Attorney" of the "Sole Proprietor".
  - ii) A "Partner" of the firm for Partnership Firm, must have an authority to refer to arbitration, disputes concerning the business of the Partnership by virtue of either the Partnership Agreement OR a "Power of Attorney". Alternately, all the Partners should sign the tender.
  - iii) "Constituted attorney" of the firm, if it is a Company.
  - iv) An "authorized signatory" of the firm.
  - v) A "Karta of HUF" in case, the firm is constituted under HUF.
6. The Bids shall be evaluated / compared on the basis of details filled in the tender form and documents provided by the Bidder with the Tech. Bid Form-Part A.
7. Offers should be valid for a period of **120 days** for consideration of 'AIL' from the date of opening of the Technical Bids.
8. **Tender Fee:**  
There is no tender fee for this tender. Tender documents are available on our website: [www.airindia.in](http://www.airindia.in) in downloadable form on free of cost basis.
9. **Earnest Money Deposit (EMD) :**
- a) The Bidder will furnish along with Technical Bid- Part A, an **EMD of Rs. 1,00,00,000/- (Rupees One Crore only)** in the form of DD/Pay Order/ Bank Guarantee drawn in favour of "Air India Ltd" payable at Mumbai and must enclose it with the Envelope for Technical Bid- Part A.
  - b) EMD in any other form shall not be accepted and if done so, the tender shall be rejected.
  - c) **Tenders received without EMD/ lesser amount of EMD will be rejected.**
  - d) EMD so deposited shall not carry any interest.
  - e) In case of violation of terms of the tender, EMD shall be forfeited.
  - f) In case, the successful Bidder refuses to accept the LOI/Contract OR fails to abide by any terms of the Tender/fails to commence the work within stipulated time without valid reasons, EMD shall be forfeited.
  - g) In case of successful Bidder, EMD can be adjusted in Security Deposit.
  - h) In case of unsuccessful Bidders, EMD shall be refunded without interest, within a reasonable time after finalization of the Tender.
  - i) In case, the Bidder declines to accept or honour the contract awarded in his favour **OR** the Bidder opts out of the tender process, for reasons unknown, after submitting their bid against this tender, EMD of such Bidder will be forfeited and the Bidder will not be allowed to participate in the next tender of "AIL" and it's subsidiaries. AIL may also blacklist such Bidder for a period of 3 years. The decision of 'AIL' would be final in this regard.
  - j) Date of EMD DD/PO/Banker's Cheque/ Bank Guarantee should be after the date of issue of Tender Enquiry.
10. **Study of Tender documents and Submission of Bids:**
- i) Bidders are advised to study the tender documents carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications, nature and character of the work to be carried out, operating conditions and other pertinent matters which may affect the contract and / or the cost.
  - ii) Bidders are required to fill up the tender in the prescribed forms only and must sign and stamp all the pages including the supporting documents attached with the Tender.
  - iii) Tenders be closed /sealed in an envelope and deposited in the designated Tender Box on or before due date/time.
  - iv) Bids submitted should be unconditional. In case of any condition, the Bids are liable to be rejected.
  - v) During evaluation of bids if the supporting documents or the data, submitted by the Bidder(s) are found at variance, such bid(s) would be liable to be rejected.

**Annexure-I**

- vi) Rates quoted in the Price Bid-Part B should be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Bidder. In case of any discrepancy, the amount written in words shall be considered as final for all purposes.
- vii) Tenders not accompanying required information and documents are liable to be rejected. Any request for subsequent submission of any information/documents will not be entertained unless such request is made by 'AIL'.
- viii) Tender documents sent through Post or Courier will be at the risk of the Bidder and 'AIL' will not be responsible for any loss OR non-receipt OR late receipt of the Tender documents.
- ix) Tenders received after due date/time will not be considered.

**11. Extension of Due Date:**

- i) The Due date /time of submission of Tender is 16.05.2019 / 1500 hrs and may be extended at any time, at the sole discretion of 'AIL'.
- ii) In case of issue of any amendment/extension and addendum to this Tender, the same will be hosted only on 'AIL' website: <http://www.airindia.in> and 'AIL' may not issue any Press Advertisement OR **will not** intimate the Bidders individually of the same. The Bidders are therefore advised to visit 'AIL' website regularly till the close of the Tender.
- iii) In case, there is a change in Work-scope OR Terms & Conditions of the Tender after publication of the NIT but before its due date, **the last amendment, if any, will be hosted on 'AIL' website a minimum of seven days before the closing date of the Tender.** The bidders who have submitted their response before amendment shall have an option to re-submit their bids, before the due date, if they choose to do so.
- iv) In case, a revised bid is received before the due date, then, only the revised bid with latest date of submission shall be considered for opening and the original bid will not be opened.

**12. Rejection of bids :**

The bids received in response to the Tender are liable to be rejected on the following grounds: -

- i) If bids are received after due date and time of the Tender.
- ii) In case Bids are received at an address other than as mentioned in the documents.
- iii) If the bids have been received unsigned or are incomplete.
- iv) If the Bids are received by fax or email.
- v) If the Bids are received without EMD or without exemption certificate of EMD or the EMD has been submitted in a mode other than as specified at Clause 9 above.
- vi) If the Bids are submitted in a different name.
- vii) If bids received are conditional.
- viii) If bids are not filled in the prescribed format.

Bids of Ineligible Bidder(s) shall not be entertained and the decision of 'AIL' in this regard would be final. No correspondence in this regard will be entertained.

- 13.** The bids completed in all respect should be submitted on or before due date and time in the

**Tender Box kept at:**

**Material Planning Division,**

**Hangar # 3, Second Floor,**

**Air India,**

**Old Airport, Mumbai - 400029**

**The Tender closing date and time is: 1500 hrs on 16.05.2019**

- 14. The prospective bidders may send their offers in sealed/closed envelope through messenger or courier services so as to reach at above mentioned address on or before closing time/ date.
- 15. The tender closes on 16.05.2019 at 1500 hrs. The closing date may be extended at the sole discretion of 'AIL' and shall be uploaded on 'AIL' website only. No separate intimation shall be sent to any vendor.

**16. Opening of Technical Bids:**

- i) The Technical Bids shall be opened on 17.05.2019 at 14:00 hrs in the office of GM-SS.
- ii) Bidders who wish to attend tender opening may do so OR send their representative with authorization letter on their Co.'s letterhead signed by their authorized signatory, which should be produced at the venue and at the time of opening of the bids.
- iii) Bids received and opened shall be technically evaluated to verify fulfilment of the eligibility criteria and Technical suitability of the bidder(s).

**17. Queries from the Bidders during evaluation of Bids:**

During the process of Technical evaluation of bids, no queries shall be entertained from the bidders on their status.

**18. Opening of Financial Bids:**

Financial bids of only technically qualified parties will be opened on a later date which shall be intimated to them in writing. No intimation for opening of financial bids will be sent to the technically disqualified parties.

19. The Financial bid shall be submitted in the prescribed format. Rates quoted in the Tender shall be valid for **120 days** from the date of opening of Technical Bid-Part A for consideration of 'AIL'.

20. 'AIL' reserves the right to accept or reject any OR all bids OR annul the Tender process at any time prior to of LOI / PO without incurring any liability to the affected Bidder(s) OR without any obligation to inform the Bidder(s) on the grounds of such annulment / rejection.

**21. Price negotiation:**

It is not the general practice of 'AIL' to carry out negotiations Post Tender Opening. Award would be made to the L-1 Bidder. L-1 Criteria will be as given in the Tender. Bidders are therefore advised in their own interest to submit their best quotes in response to this Tender. However, 'AIL' reserves the right to carry out negotiations in exceptional cases with the L-1 Bidder, if so required.

**22. Award of contract, acceptance, commencement / execution & validity:**

The award of LOI/ PO to the successful bidder shall be subject to the following:

- i) The successful bidder shall fulfil the eligibility criteria and accept all the terms & conditions of the tender including undertakings as specified in the Tender and the LOI / PO would be withdrawn, if these requirements are not met.
- ii) The contractor has to convey acceptance of LOI within 07 days of its receipt and start the work within 30 days from the date of LOI. The contractor, after taking delivery of seats at AIL Maintenance facility, is required to complete repair of seats of each Aircraft as per scope of work, and redeliver the seats back to the respective maintenance facility within 15 days from the date of removal from the Aircraft at AI maintenance facility,.
- iii) In case, the successful Bidder is unable to commence the work within 30 days from the date of LOI, they shall intimate GM (SS), with the reasons for the same. However, GM (SS) may not provide extension if the reasons given are not convincing. Consequent upon this, any delay shall be liable for the penalty.
- iv) The Bidder has to submit Security Deposit in the form of DD / Pay order / BG from a scheduled Bank as required at the time of commencement of work.
- v) The Bidder has to execute an agreement of terms & conditions for the said work in duplicate on Rs.100/- non-judicial Stamp Paper, with 'AIL'.

**Contd.5/-**

**23. Security Deposit (SD) & Performance Bank Guarantee (PBG):**

- a) The successful Bidder, on award of LOI / PO, shall deposit SD equivalent to 5% of value of PO in the form of DD / Pay Order/ BG from a Scheduled Bank. The party shall continue to maintain SD Amount OR the BG for the entire period of Warranty plus three months more time
- b) In case, SD is not deposited in time, the same may be deducted from the bills.
- c) In case of breach of any terms of PO/ Warranty, SD may be forfeited.
- e) SDs shall not bear any interest.
- f) SD shall be refunded only on successful completion of the PO and Warranty period and on fulfilling of all contractual obligations.
- g) SD shall not bear any interest.
- h) The expenditure incurred towards submission of **SD** will have to be borne by the Bidder.

**24. Payment of bills:**

- a) The Contractor shall submit an Invoice Po wise to GM (SS), OAP Mumbai for certification and forwarding of same to Finance Dept. for payment actions. Invoice submitted will have necessary supporting documents as proof of work carried out.
- b) 'AIL' will make payment within 45 days of the submission of Bills for the undisputed amount, only after successful completion of the defined services for the Aircraft Seats defect free support during the period of warranty.
- b) No advance payment / partial payment shall be admissible in any case.
- c) Necessary deductions at source towards applicable income tax may be done as per Govt rules as applicable from time to time. GST as applicable shall be levied.

**25. Risk Purchase clause:**

- a) In case of delay in execution of the job within the completion period and the reasons for delay of completion of the job are not convincing, 'AIL' shall have a right to make alternate arrangements at the 'Cost and Risk' of the contractor and may cancel the PO / Contract if costs incurred by 'AIL' are not paid by the contractor. In case of such cancellation of PO, EMD and SD shall be forfeited. Besides this, the contractor will not be considered for the next tender. 'AIL' may also suspend / black list such contractor for a minimum period of 3 years. The decision of 'AIL' would be final in this regard.
- b) In the above case of cancellation of PO, No compensation shall be available to the contractor.

**26. Termination of the PO:**

The PO/ Contract may be terminated under the following circumstances:

- i) 'AIL' may at any time terminate the PO for repair of Aircraft Seats and defect free support for 12 months with immediate effect by giving written notice if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to 'AIL'. In this case, no compensation shall be available to the Contractor.
- ii) In case of unsatisfactory performance or breach of any terms of the Contract, 'AIL' shall issue a written notice to the party to rectify the breach and improve the performance within 15 days. In case, the notified party fails to take remedial action within 15 days time, 'AIL' may take a remedial action without any further notice, at the Cost & risk of the Party. In this case and in case of dishonour of the "cost & risk clause" by the notified party, 'AIL' may terminate the contract without prejudice to any other rights, which 'AIL' may have on the party / Bidder under the Contract.  
The Party shall not have any right to dispute or question the judgment of 'AIL' on its unsatisfactory performance.



**27. Exit Clause:**

- i) In case of **Change of circumstances**/operational requirement of the Company (AIL), 'AIL' shall have right to terminate the contract by serving a 60 days written notice to the Contractor. In this case, the Contractor shall not have any right to claim damages/ compensation from 'AIL'.
- ii) The Contractor shall also be at liberty to terminate the Contract by providing a 60 days written notice to 'AIL'.

**28. Handing over / Taking over:**

On starting and on termination / expiry of the Contract, the Contractor shall take over /handover all materials belonging to him / AIL. All the documents related to the services rendered shall be handed over in writing with complete details.

**29. Indemnification by the Bidder:**

The successful Bidder shall indemnify 'AIL' for the following:

- i) The Contractor shall indemnify 'AIL' against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident/theft involving their staff deployed on the plant.
- ii) In case of any accident / incident on the maintenance site, 'AIL' will not be responsible for any injury sustained by Contractor's staff during the performance of duty. In case, any expenditure is incurred by 'AIL' for handling of any situation of accident / incident OR any damage is caused to plant by the staff on duty, such expenses shall have to be payable by the contractor failing which the same shall be made good from SD/ PBG/pending future bills of the Contractor.
- iii) The Contractor shall indemnify 'AIL' against payment of penalty /third Party claims/damages / loss of property of 'AIL'/any other party OR for penalty due to mishandling of job by the staff deployed.
- iv) The Contractor shall also indemnify for any liability arising out of any accident / incident involving his staff and shall reimburse any loss or damage to 'AIL' or to the concerned party.
- v) In case, any such amount is not deposited / paid to 'AIL' / Party concerned, the same shall be deducted from his SD/Bills/ Future payments due to them.

**30. Compliance of Security Regulations:**

- i) Any violation of security regulations and indulgence of contractor's staff in illegal activities will be at the cost / risk of the individual and or of the contractor.
- ii) The staff deployed must be in possession of photo identity cards provided by the Bidder under his signatures, Company Name and Seal. The ID should be shown at 'AIL / AI' Security gate when demanded by 'AIL / AI' officials.
- iii) The Bidder shall take responsibility for good conduct of their staff in 'AIL' premises. If any of its employee is involved in any theft/pilferage of property of 'AIL' or its staff, 'AIL' reserves the right to impose penalty on the Contractor apart from initiating legal action.
- iv) It will be the responsibility of the Bidder to ensure that no unauthorized personnel other than those deployed ones gain access to the maintenance facility of AIL.

**31. Undertakings from Bidder(s):**

In case of award of LOI/ contract, the Bidder must agree and give undertakings as under:

- i) That they shall give acceptance of clause No. 22 of this annexure.
- ii) That on the spot surprise checks can be conducted by 'AIL' / third party authorized by 'AIL', anytime during tenure of the contract and shortcomings, if any, shall be overcome within the given time OR if not corrected, the same can be penalized by 'AIL' / Govt of India and same shall be payable by the Bidder.

**32.** Bidders shall give the official mailing Address, email and Fax Number for the purpose of official correspondence by 'AIL'. Also if address, e-mail, fax / phone no is changed in due course, the same shall be intimated to 'AIL' immediately.

**33.** Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address / e-mail / Fax specified for the purpose.

**34.** The Successful Bidder shall not sub-contract the Work assigned in full OR any part to any other person / party without prior approval of 'AIL'.

**38. Completion time:**

The repair of Aircraft Seats and redelivery at a pre decided AIL Maintenance facility, shall have to be accomplished by the contractor **within 15 days** from the date of delivery of seats at AIL facility.

**39. Contract Period:**

The validity of the contract shall be for a period of three years from effective date of the subject contract unless or otherwise terminated.

**40. Validity of Quoted Agreed Rates:**

Rates, terms and conditions agreed in the PO shall remain firm and no request for further price escalation on any ground shall be entertained except for increase in the Govt. Taxes/ levy / introduction of New Taxes, if revised by the Govt., for e.g. GST, after release of the PO.

**41. Interpretation:**

In the event of any difference in the interpretation of any of the clauses of the PO and/ OR the Tender documents, the clarifications given by GM (SS) shall be final and binding.

**42. Relationship:**

The relationship shall be on 'Principal to Principal Basis'. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. Neither party shall have any Right OR Power OR Authority to enter into any agreement or act in any manner on behalf of the other.

**43. Arbitration:**

Subsequent to award of LOI/ contract against this Tender, any dispute or differences, whatsoever arising between the parties out of OR relating to the construction, interpretation, application, meaning, scope, operation OR effect of the PO/ Contract OR validity or the breach

**:Pg 8:**

thereof, which despite best efforts cannot be amicably settled between the parties, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION, GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

**44. Jurisdiction:**

The construction, interpretation, validity and performance of such PO / Contract shall be governed by the laws of land of India. Any disputes arising out of implementation of the Contract between 'AIL' and the contractor whatsoever shall be subject to the Jurisdiction of Mumbai Courts Only.

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## Annexure-II

Tender No. MPD-777-T/S & IFE/344,

Dated: 26.04.2019, Due Date: 16.05.2019

**Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited.**

### ELIGIBILITY CRITERIA FOR THE BIDDERS

#### 1. General Qualifications:

- i) The prospective bidder applying to this tender should be Indian registered Firm/Company, legally eligible to do business in India under relevant Indian Laws as in force on the date of bidding.
- ii) Firm/Company blacklisted OR declared corrupt, fraudulent by Central Govt./State Govts./Public Sectors OR having any other unethical business practice shall be ineligible to participate in this tender during the period for which such ineligibility is declared.

#### 2. Minimum Eligibility Criteria for bidders:

The preliminary evaluation will be done on the Technical and Financial parameters as per details submitted in the Technical Bid - Part A and Financial Bid – Part B.

##### i) Registration of the establishment:

The prospective bidder applying to this tender should be registered in India for last 2 years as on date of the tender.

##### ii) Work experience:

The bidding Firm / Co. **must** have experience of 2 years in repair of Aircraft Seats. The copies of POs with order **and OR** Work Ex Certificates of AMC with satisfactory performance must be enclosed with the Technical Bid-Part A.

iii) The Bidder **must** have PAN / GST registration.

iv) The Bidder's firm **must** have average annual turnover of Rs. 14 Crores or above during each of financial year for last 2 years i.e. 2016-17 & 17-18. Profit & loss accounts & Balance Sheets for all the 2 years duly attested by Chartered Accountant to be enclosed

v) The Bidder has to furnish details of Manpower presently employed in their Organisation with the Technical bid form. The details should have Name, designation, qualification and experience etc.

vi) The Bidder should give warranty of minimum 1 (One year) upon redelivery of seats.

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### Annexure-III

Tender No. MPD-777-T/S & IFE/344, Dated: 26.04.2019, Due Date: 16.05.2019

Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited.

### SCOPE OF WORK

**Scope of Work for Repair of Seats of B777 Aircraft operated by Air India Limited.**

The following areas shall require specific attention:

#### Primary Inclusions:

- Number of Aircrafts under consideration B777-200LR- 3 nos. & B777-300ER- 12 Nos.

The seat configurations of the Aircraft are as below :

Class of Seat	No. of Seats	
	B777-200LR	B777-300ER
First Class	8	4
Business Class	35	35
Economy Class	195	306

- Work Completion Time 15 days
- Work to be performed – repair/rejuvenation of the plastic parts of the seats as per approved procedure.
- Responsibility of the contractor – Pick up removed seats from AI Maintenance facility (Seat Assembly excluding the cushions and the cover – upholstery) and redeliver after completion of re-work at a pre decided AIL maintenance facility.
- Materials to be supplied as per IPC.

#### Warranty Period:

- The successful Bidder has to provide defect free warranty of minimum 12 months for the seats and a guarantee of providing repair service at cost for another 24 months.
- The warranty shall cover all the defects related to the plastic parts of the seats.
- **The warranty will start from the date of re-delivery of the seats to AIL for installation on Aircraft.**

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#### Annexure-IV

Tender No. MPD-777-T/S & IFE/344,

Dated: 26.04.2019, Due Date: 16.05.2019

**Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited.**

#### Special Terms and conditions

1. **The Bidders are required to visit the site and assess the job before offering price quotes.**
2. The Bidders are expected to discuss with the GM (SS) and Or DGM (Cabin Maintenance), for any input related to scope of work.
3. Bidder must arrange to obtain Entry Permits, Road Permits and Certificates that might be required for execution of the job. Delay arising in the completion of work due to delay in obtaining such permits and certificates for whatsoever reasons will also attract penalty as defined under Liquidated / Delay Damages of the tender.
4. The Successful bidder shall comply with all Local, State & Central Govt. Rules, Regulations, Ordinances, and Codes & Law relating to the work or the conduct thereof.
5. The Bidder has to acknowledge that he has made himself fully acquainted with all the conditions & circumstances under which the Contract shall be executed and the specifications & other details of the contract. The bidder shall not plead ignorance of any of those as an excuse in case of complaint against or rejection of supplies of Replaced parts tendered by him or with a view either of asking for encashment of any rates agreed to the contract or the evading any of his obligations under the contract.
6. The Bidder should note that 'AIL' reserves the right to add / delete any point not exclusively mentioned in the bid document but found necessary for incorporation at any time during the period of Technical discussion before placement of order. The same shall be considered a part of tender and shall be mandatory and binding on the Vendor.
7. **Product specifications:**
  - i) Bidder should clearly specify the approval under which the repairs to be carried out, in the technical bid. In case specifications are not clearly stated in the Technical Bid, the respective bid is liable to be rejected. Quoting only "XXX" or "YYY" will not be accepted.
  - ii) If, after completion of work, it is discovered that the delivery of the products / services do not conform to the specifications/ approval, such part may be rejected at the supplier's cost who will have to supply the part exactly according to specifications. In the event of non-compliance with this condition, AIL shall be at liberty to take such action as it may deem fit. In addition to penalty clause, such additional cost as may be incurred by the supplier in replenishing it with supplies from other sources will be borne by the supplier himself. Any item rejected after receipt will have to be taken back by the Supplier at their own risk and cost.

Contd. 2/-

In the event of default in services, 'AIL' reserves the right to cancel the order and to claim damages from the contractor, and also reserves the right to award the contract to another Party at the 'cost and risk' of the contractor.

8. **Force Majeure clause:**

- i) The Bidder shall be liable for any delay in execution or failure of the respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Bidder, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, order / action or regulations of government, Local or other public authorities.
- ii) In case of Force Majeure situation arises, the Bidder shall immediately notify AIL in writing of such conditions and the cause thereof within two calendar days and prove that such delay is beyond the control and affect the implementation of the agreement.
- iii) Unless otherwise directed by AIL in writing, the Bidder shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

9. **Limited Liability:**

Except in cases of criminal negligence or wilful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract, in tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/ Bidder to pay liquidated damages to AIL and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with 'AIL' under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment / part.

10. **Interpretation:**

In the event of any difference in the interpretation of any of the clauses of the service agreement, the clarification given by the General Manager (SS), shall be final and binding.

11. **Other Responsibilities of the Contractor:**

- i) The staff deputed by the Contractor for the said tender should not smoke in the non-smoking areas. If found doing so, disciplinary action will be taken and any damages to the infrastructure because of negligence shall be rectified at the cost of the Vendor.
- ii) The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly, to any person firm or company whatsoever.
- iii) The Service Provider shall make his own arrangements and at his cost, for the engagement of transport, staff and labour, local or other and for their payment, housing, feeding, transport, medical and all related expenses.
- iv) All unrequired parts/items shall be removed by the contractor from the site and taken away. The site should be kept '**neat & clean during work and later.**'

**:Pg 3:**

**Annexure-IV**

- vi) The Service Provider shall supervise and ensure the quality of work performed by its personnel and in case of any complaint against a particular person; the Service Provider shall have to replace such personnel. In case of non-compliance of this condition, "Air India Ltd.", shall have the right to refuse entry to any such personnel.

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**Annexure-V**

Tender No. MPD-777-T/S & IFE/344,

Dated: 26.04.2019, Due Date: 16.05.2019

**Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited.**

**TECHNICAL BID FORM – PART A**

	<b>Name of the Bidder / Co.</b>		
	Complete Address of the bidder/Co.		
	Telephone No. / Mobile No./ Fax No./email ID		
	Name, Designation& Mobile number of Contact Person.		
	<b>Technical Details of the Bidder</b>		
1	Whether Bidder Co. registered in India for last 2 years. <b>(Must)</b>	Yes / No	
2	Details of Regn of Co. / Firm. <b>(Must)</b>	-----	
I	Regn No.		
ii	Regn date		
iii	Whether copy of Regn certificate enclosed. <b>(Must)</b>	Yes / No	
3	<b>Experience details</b>		
I	Whether Bidder has repaired Aircraft Seats earlier. <b>(Must)</b>	Yes/No.	
ii	Whether list of clientele together with the order copies and order completion certificate enclosed. <b>(Must)</b>	Yes/No.	
iii	Whether Bidder is having 2 years experience in repair of Aircraft Seats <b>(Must)</b>	Yes/No.	
v	Whether Bidder is providing Warranty for 01 year.	Yes/No.	
4	Whether EMD of Rs. 1,00,00,000/- enclosed. Original DD/ Pay Order/BG to be enclosed. <b>(Must)</b>	Yes/No	DD/Pay Order No. .... Date.....
5	Whether EMD exemption sought	Yes / No	
6	In case, yes to 5 above, whether the bidder is regd. with NSIC / MSME under its single point regn. Programme	Yes / No.	
7	In case, yes to 6 above, whether self attested copy of valid NSIC Regn. Certificate to be enclosed.	Yes / No.	
8	Whether having PAN Regn. No. Self attested copy to be enclosed. <b>(Must)</b>	Yes/No.	Regn No.....,Date....
9	Whether Bidder is having an average turnover of <b>Rs. 14 Crores or above, per year</b> for last 02 Fin yrs i.e. 2016-17, 17-18. Self Certified copies of ITRs, Balance Sheet duly verified by Regd. Chartered Accountant to be enclosed in support. <b>(Must)</b>	Yes/No.	<u>Turn over</u> 2016-17: Rs..... 2017-18: Rs.....

10	Whether self attested copy(s) of Income Tax Returns for last 02 Financial years - 2016-17, 17-18 enclosed. <b>(Must)</b>	Yes/No	2016-17: ..... 2017-18: .....
11	Whether having GST No. Self attested copy to be enclosed. <b>(Must)</b>	Yes/No	Regn No....., Date.....
12	Whether Certificate for unconditional acceptance of all the terms and conditions of the tender enclosed as per format (Annexure- ). <b>(Must)</b>	Yes/No	
13	Are you already doing business with AIL or any of AI subsidiary Co.(s) in same name or under some other name? If so, pl provide details.	Yes/No	
14	Has your Co. been Black Listed by AIL /AIL/ any agency of the Airport or elsewhere. If yes, please give details.	Yes / No	If yes, details. ....
15	Agree to sign attached Integrity pact document <b>(Must)</b>	Yes / No	

**Undertakings: To be agreed & signed by the Bidder (s)**

- i) It is confirmed that we have the capability & capacity to provide the tendered products / services for which we have quoted rates in the Financial Bid Form – Part –B as per terms & conditions of the tender.
- ii) It is also confirmed that we have carefully gone through and have understood and hereby agree to abide by all the Terms & Conditions, scope of work and Specifications governing the tender.
- iii) It is also confirmed that I am authorized to sign the tender documents and the information given is true and correct to the best of my knowledge and belief and no material is concealed.
- iv) It is also confirmed that the documents attached in support of the details filled in the Technical Bid Part –A above are correct.
- v) It is also confirmed that we have quoted rates for the defined scope of work

**Signature of Authorised signatory:** \_\_\_\_\_

**Name & Designation:** \_\_\_\_\_

**Co. Name & Seal:** \_\_\_\_\_

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

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



**Annexure-VI**

( TO BE ATTACHED WITH TECHNICAL BID FROM-PART A, ON YOUR CO's LETTER-HEAD )

General Manager (SS)  
Engineering Facilities Department  
Old Airport, Mumbai

Reference:

Date:

**Subject: Letter of un-conditional acceptance of Terms and Conditions of the Tender.**

Please refer your **Tender No. MPD-777-T/S & IFE/344, Dated: 26.04.2019, Due Date: 16.05.2019**, inviting quotations for **Repair of Seats of B777 Aircraft operated by Air India Limited.**

We hereby give our un-conditional acceptance of all the terms and conditions including scope of work as given in the tender.

We also confirm that we have submitted our response against above tender after visiting the site especially and also after due consideration of all the Technicalities and costs involved.

**Signature of Authorised signatory:** \_\_\_\_\_

**Name & Designation:** \_\_\_\_\_

**Co. Name & Seal:** \_\_\_\_\_

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

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



**Annexure- VII**

Tender No. MPD-777-T/S & IFE/344,

Dated: 26.04.2019, Due Date: 16.05.2019

**Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited.**

**PRICE BID FORM – PART B**

1.	Name of the Bidder / Co.	
2	Complete Address of the bidder/Co.	
3	Telephone No. / Mobile No./ Fax No. /email ID	
4	Name of Contact Person & mobile.	
5.0	<b>Rates quoted as per scope of work of tender</b>	
5.1	<b>Rates for Repairs of Seats of B777 per ship set</b>	In Figure: Rs.....for B777-200LR In words: Rupees..... ..... for B777-200LR  In Figure: Rs..... for B777-300ER In words: Rupees ..... ..... for B777-300ER.
5.2	<b><u>L-1 Criteria:</u></b> L-1 Bidder shall be decided based on the L-1 rates as quoted above at 5.1 and based on total estimated cost to 'AIL'.	

6. **Price Composition:**

- i) The price quoted in Financial Bid should be only in Indian rupees.
- ii) The price quoted at 5.1 above should be inclusive of Cost of Servicing and including every aspect of scope of work, (viz. Annexure- III).
- iii) The price quoted at 5.1 above for repair of the seats and defect free support for one year, as per "scope of work" (Annexure-III).

**Contd..2/-**

7. **Inclusions in the quoted rates:**

The rates quoted in the tender shall be inclusive of cost of equipment / tools, Manpower, material or consumables involved (if any), to & fro transportation, insurance if any etc. and exclusive of Govt. Taxes and levies.

8. **Exclusions in the quoted rates:**

- i) Applicable Goods and Service Tax on the services shall be excluded, would be paid as per prevailing rates.
- ii) Charges/ levies imposed by M/s MIAL, if any, shall be excluded from the quoted rates and would be reimbursed/ paid separately by AIL on production of receipt as proof of payment.

9. **Criteria for selection of L-1 bidder:**

L-1 Bidder shall be decided based on the L-1 rates as quoted above at 5.1 and based on total landed cost to 'AIL'.

10. **Special Powers to AIL:**

If there is a tie between parties, a revise price bid would be taken from such tied parties only.

11. **Discounts:**

Unconditional / Conditional Discounts, if any, must be indicated separately.

12. **Negotiations:**

Negotiations with L1, as required, would be done as per the standard norms of AIL.

13. There should not be any hidden costs to AIL and therefore AIL will not pay anything over and above the prices quoted in the Bids.

14. Rates quoted in the Tender shall be valid for 120 days from the date of opening of Technical bids for consideration of 'AIL'.

15. It is confirmed that I am authorized to sign tender documents.

**Signature of Authorised signatory:** \_\_\_\_\_

**Name & Designation:** \_\_\_\_\_

**Co. Name & Seal:** \_\_\_\_\_

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

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



**Annexure- VIII**

**Tender No. MPD-777-T/S & IFE/344, Dated: 26.04.2019, Due Date: 16.05.2019**

**Sub: Tender inviting quotations for Repair of Seats of B777 Aircraft operated by Air India Limited.**

**BILL OF QUANTITY – PART B**

**To be discussed in the pre-bid meeting.**