



M/s Silica Infotech Pvt. Ltd.
142, Ground Floor, Sant Nagar
East of Kailash, New Delhi – 110065
Phone: 011-41622583
Fax: 011-41622915

Ref. no.DLH:IT:NR:FMS:15

Date: 25.01.2012

LETTER OF INTENT

**SUB: IT FACILITY MANAGEMENT SERVICES AT AIR INDIA, NR STATIONS AND COMPUTER CENTER,
IGI AIRPORT, NEW DELHI**

Our Ref. : Tender No. DLH/IT/NR/FMS/ENQ-235 Dt. 02.09.2011

Your Ref.: Your Technical & Financial Bid opened on 14.10.2011 & 02.12.2011 respectively.

Sir,

Please refer to our tender enquiry and your financial bid opened on **02.12.2011**. We intend to sign contract/agreement for award of subject services, as per work-scope, rates & terms and conditions of the above referred tender document.

1) Services/Contract:

The services contract shall be for providing IT Facility Management Services and onsite Comprehensive Maintenance Contract (CMC) of PCs & Printers at Air India Ltd., NR Stations & Computer Center, IGI Airport, New Delhi for a period of three years w. e. f. 1st Feb, 2012 to 31st Jan, 2015.

1/17/12
25/1/2012



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एअर इंडिया लि0, सफदरजंग एयरपोर्ट, नई दिल्ली - 110 003
Air India Ltd., Safadrjung Airport, New Delhi-110 003

रजिस्टर्ड कार्यालय: एअरलाइन्स हाउस, 113, गुरुद्वारा रकाबगंज रोड, नई दिल्ली - 110 001. EPABX: 2342 2000
Regd. Office: Airlines House, 113, Gurudwara Rakabganj Rd., New Delhi - 110 001. EPABX: 2342 2000
Website: www.airindia.in

2) Applicable Rates :

S. n.	Station	Location	Coverage Time (Hrs.)	Min. Strength during coverage time	Days per week	Total monthly charges for Services (₹)	Segment
1.	DELHI	Site-A*	24 Hrs.	01	07	52000	
			1000 - 1800	01	07		
		Avionics Complex*	0815 - 1615	01	07	39000	
			1200 - 2000	01	07		
			1000 - 1800	01	07		
		Domestic Cargo*	24 Hrs.	01	07	55000	
			SFJ MBO & allied locations	24 Hrs.	02	07	
1000 - 1800	02	07					
1000 - 1800	02	06					
Workshop, SFJ	MMD, IGIA	1000 - 1800	01	06	12000		
		0930-1730	01	06	12000		
2.	AMRITSAR	CBO	1000 - 1800	01	06	12000	
3.	ALLAHABAD	APT*	1000 - 1800	01	06	13000	
4.	BHOPAL	CBO	1000 - 1800	01	06	12000	
			0700 - 1100	01	07		
		1700 - 2100	01	07	27000		
5.	CHANDIGARH	CBO	1000 - 1800	01	06	12000	
		APT*	1000 - 1800	01	07	13000	
6.	DEHRADUN	APT* & CBO	1000 - 1800	01	07	13000	
7.	GWALIOR	CBO	1000 - 1800	01	07	13000	
		APT*	1000 - 1800	01	07	13000	
8.	JAMMU	CBO	1000 - 1800	01	06	12000	
			1000 - 1700	01	05		
		0700 - 1620	01	02	25000		
9.	JABALPUR	APT* & CBO	1000 - 1800	01	07	13000	
10.	JAIPUR	CBO	1000 - 1800	01	06	12000	
		APT*	24 Hrs.	01	07	55000	
11.	JODHPUR	CBO	1000 - 1800	01	06	12000	
		APT*	1000 - 1800	01	06	12000	
12.	KHAJURAHO	CBO	1000 - 1800	01	06	12000	
		APT*	1000 - 1800	01	03	10000	
13.	KANPUR	APT* & CBO	1000 - 1800	01	06	12000	
14.	KULLU	APT* & CBO	1000 - 1800	01	06	12000	
15.	LEH	CBO	1000 - 1800	01	07	13000	
		APT*	0600 - 1400	01	06	12000	
		CBO	1000 - 1800	01	06	12000	
16.	LUCKNOW	APT*	0400 - 1200	01	03	39000	
			0730 - 1530	01	04		
			1400-2200	01	07		
			1000 - 1800	01	07		
17.	LUDHIANA	APT*	1000 - 1800	01	07	13000	
18.	PATHANKOT	APT* & CBO	1000 - 1800	01	06	13000	
		CBO	1000 - 1800	01	06	12000	
19.	RAIPUR	APT*	0600 - 1400	01	07	13000	
		CBO	1000 - 1800	01	07	13000	
20.	SRINAGAR	CBO	1000 - 1800	01	07	24000	
		APT*	0800 - 1800	01	07	24000	
21.	UDAIPUR	CBO	1000 - 1800	01	06	12000	
		APT*	1100 - 1900	01	07	13000	
22.	VARANASI	CBO	0930 - 1730	01	06	12000	
		APT*	0945 - 1745	01	07	13000	

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SILICA INFRATECH PVT. LTD.

Sr. no.	Station	Location	Coverage Time (Hrs.)	Minimum Strength during coverage time	Days per Week	Total monthly charges for Services (₹)	Segment
23.	Computer Center, IGIA & Airlines House, Delhi	C' Center & Airlines House	24 Hrs.	02	07	91000	II
			0930-1730	01	07		
		C' Center, NMS	24 Hrs.	01	07	12000	
24.	Computer Center, IGIA	Web Engine Monitoring	24 Hrs.	01	07	39000	III
25.	AI LOCATIONS	DELHI, T-3*	24 Hrs.	07	07	315000	IV
			24 Hrs.	01	07	45000	
		DELHI, T-3, HCC*/IOCC*/CMS	24 Hrs.	03	07	135000	
			24 Hrs.	02	07	120000	
		DELHI, Terminal-II/GSD/Cargo/EMF	0930-1730	02	07	12000	
			0900-1700	01	05	12000	
		DELHI, SAFDARJUNG APT	0800-1600	01	07	52000	
			1200-2000	01	07		
			1000-1800	02	06		
		Amritsar Airport*	1000-1800	01	05	12000	
			24 Hrs.	01	07	65000	
Jalandhar CBO	1000-1800	01	05	10000			
DELHI, T-3 (APIS)	24 Hrs.	01	07	41000			
Detail of equipment for Onsite Comprehensive Maintenance Charges of PC's & Printers			Qty	Charges Per Equipment per month (in ₹)	Total monthly Charges for services (in ₹)		
26.	Desktops of IBM, HP,		75	100	7500		
27.	Epson LX – 300+ Printers		75	60	4500		
28.	HP Desk Jet Printers		15	50	750		
29.	HP Laser jet Printers 1007/1020/1022/1505n/P2015		35	150	5250		
30.	Total of Monthly Charges for IT FM Services & Comprehensive Maintenance Charges from Sl. no. 1 to Sl. no.29 of Financial Bid In Figures: ₹ 18,41,000.00						
	Total of Monthly Charges for IT FM Services & Comprehensive Maintenance Charges from Sl. no. 1 to Sl. no. 29 of Financial Bid In Words: (Rupees Eighteen Lac Forty One Thousand Only)						
31.	Overall reduction of 4% on the above rates for all the locations including Comprehensive Maintenance, as per your letter reference no. SIPL/AI/11-12/0016 dated 16.01.2012						

Note:

- 1) The location-wise rates will be used for payment of Royalty Charges to Airport Authority of India (AAI)/Delhi International Airport Limited (DIAL) for services inside the Airport Location where Airport Entry Passes are required and are marked with * above .
- 2) The Location-wise rates will be used for hourly payment for that location on pro-rata basis for extended hours.
- 3) The location-wise rates will be used for pro-rata deduction for deficient services, in case of any absence/non-reporting/miss shifts for duty for that location in addition to the penalties, as per terms & conditions of this contract.
- 4) The location-wise rates will be used for additional requirement of IT FMS personnel/withdrawal of IT FMS Personnel from a location based on the average rate quoted for that location.

Inclusions:

- a) The rates offered/finalized/agreed by the Tenderer shall be inclusive of all Govt. Taxes/ Levies, capital cost, material cost, manpower cost, provision for Name Badges & Uniform, issuance of ID cards, AEP/ ADP, AAI/ Airport Authority Training costs and all statutory payments like ESI/PF, transportation, Airport permits, Inventory desks, Toolkits, Labour welfare fund, Mobile & conveyance charges, etc.

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25/1/2012



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- b) **Exclusions:** The Service Tax (including education CESS) shall be payable extra, as applicable. Any additional charges like GTO (Gross Turnover Tax)/Royalty if levied by DIAL/AAI shall be excluded from the quoted rates and would be separately admissible (reimbursed) by AIR INDIA LTD on production of receipt as proof of payment. For AAI Airports the Royalty as applicable to AIR INDIA LTD shall only be reimbursed subject to maximum of 5% of the contract value on production of receipt of the same.
- c) Rates finalized & agreed will remain firm during the Contract period of 3 years and for additional period of 3 months in case of extension. No request shall be entertained for increase of Rates during the validity of the Contract and extensions, if any, under any circumstances except for d (i) below.
- d) **Increase in Minimum wages:**
- The tenderer will not be entitled to any claim for fluctuation of cost towards minimum wages during the validity of contract. However, if increase towards minimum wages is more than 10%, in such case the rates of minimum wages so increased, the tenderer will be reimbursed excess over 10%. In the event of decrease in the rates of minimum wages, Air India will have the right to claim, the refund of decrease beyond 10%. Such rates shall be payable only from the effective date of implementation of increase / decrease in minimum wages as notified by the appropriate Govt.
 - The rates finalized & agreed to will remain firm during the Contract period and for extended period, if any and no demand for increase in rates shall be applicable except for d (i) above.
 - Further the increase in Contractual consideration on account of d (i) above shall not exceed the total impact of the increase in minimum wages notified plus the associated increase in social security costs and would be limited to the minimum number of workers as defined in Work-Scope or the monthly average number of workers actually deployed for the subject work as verified from the certified wage sheets for the preceding three months submitted by the Tenderer /Service Provider, whichever is minimum.
 - Rates not quoted separately as per the format given in the Financial Bid (Annexure IV), the Financial Bid will be outrightly rejected.

3. Award of Contract, Acceptance, Commencement/Execution & Validity/Extension:

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings) of following conditions by M/s Silica Infotech Pvt. Ltd.: -

- M/s Silica Infotech Pvt. Ltd. has to convey acceptance of LOI (Letter Of Intent) within 7 days of receipt of letter of intent.
- M/s Silica Infotech Pvt. Ltd. has to execute an agreement of terms & conditions of the Contract on a ₹ 100/- non judicial Stamp Paper with "Air India Limited" within 30 days of his acceptance of the Letter of Intent (LOI).
- M/s Silica Infotech Pvt. Ltd., after completing the required formalities, should commence the services from 1st February 2012 or as specified in the Letter of Intent (LOI) from the date of the acceptance of Letter of Intent (LOI).
- The Contract shall be valid for a period of 3 years and extendable for another 3 months at the same rates & other terms and conditions.
- In the event, M/s Silica Infotech Pvt. Ltd. fails to comply with any of the Terms and Conditions of the Contract/Agreement, "Air India Limited" shall be at liberty to terminate the Contract with immediate effect besides forfeiting the security deposit.

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4. Termination & Exit Clause:

- a) AIR INDIA LTD may at any time terminate the Contract with immediate effect by giving written notice to M/s Silica Infotech Pvt. Ltd., if M/s Silica Infotech Pvt. Ltd. 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 AIR INDIA LTD. In this case no compensation shall be made available to M/s Silica Infotech Pvt. Ltd.
- b) In case of three months default of unsatisfactory performance, not meeting the required SLA's or breach of any of clauses of the service contract, AIR INDIA LTD may issue a 30 days notice to M/s Silica Infotech Pvt. Ltd. to rectify the breach and improve the performance failing which AIR INDIA LTD shall be at liberty to terminate the agreement by providing a 30 days written notice to M/s Silica Infotech Pvt. Ltd. M/s Silica Infotech Pvt. Ltd. shall not have any right to dispute or question the Judgment of AIR INDIA LTD of unsatisfactory performance of the party. In such case M/s Silica Infotech Pvt. Ltd will not be allowed to participate at least in the immediate next tender floated for the subject work.
- c) Notwithstanding the above clause (a) & (b), AIR INDIA LTD shall also be at liberty to terminate the contract/agreement for any reason including change in situation or circumstances etc. by providing a 180 days written notice to M/s Silica Infotech Pvt. Ltd.. M/s Silica Infotech Pvt. Ltd. shall also be at liberty to terminate the contract by providing to AIR INDIA LTD a 180 days written notice. In such an event, the terminated party shall have no right to claim compensation/damages etc. from the terminating party on account of early termination. However the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination. **In case, M/s Silica Infotech Pvt. Ltd. exercises the option of this exit clause then M/s Silica will not be allowed to participate atleast in the immediate next tender floated for the subject work.**

5. Security Deposit (SD)/Performance Guarantee (PG):

- a) The successful bidder shall deposit SD @ 5% of the Contract value of Three years within 30 days from the date of acceptance of LOI/ Contract. SD can be in the form of Bank guarantee/DD/Bankers Cheque in favour of Air India Ltd.
- b) In case, Security Deposit is not deposited in time, the bills shall not be processed for payment till the Security deposit is provided.
- c) The SD would be valid till 30 days after completion of all contractual obligations.
- d) SD shall be released only on completion of the contract and on receipt of confirmation of satisfactory performance of all contractual obligations and after deduction of penalties (if any) as advised by the user Deptt.
- e) In case of breach of Contract or violation of any terms of the contract, the Security Deposit shall be forfeited.
- f) The cost of submission of SD would be born by the successful bidder.
- g) In case of extension of the contract, the validity of the SD shall be extended up-to 30 days beyond the period of such extension.
- h) The security deposit will not carry any interest.

6. Application of contract to new Entity:

In the event of any change in the entity of Air India, the contract awarded shall be applicable to such successor entity at the same rates, terms & conditions.

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7. Other Terms & Conditions:

Other terms & conditions including general terms & conditions, Schedule of requirements, Service level requirements and work-scope shall be referred as per tender document no. DLH/IT/NR/FMS/ENQ-235 Dt. 02.09.2011.

Please acknowledge receipt and convey acceptance of LOI within 7 days on receipt of this letter.


Thanking you,

Yours faithfully,
for Air India Limited,



(Nirmal Kumar) 25/1/2012
Chief Manager / NIRMAL KUMAR
मुख्य प्रबन्धक (आई.टी.) / Chief Manager (I.T.)
आई.टी. विभाग, उत्तरी क्षेत्र / I.T. Deptt., Northern Region
Acceptance:
एयर इंडिया लिमिटेड / AIR INDIA LIMITED
नई दिल्ली / New Delhi-110003

We hereby accept the above LOI as per above terms and as per terms & conditions of the tender enquiry no. DLH/IT/NR/FMS/ENQ-235 Dt. 02.09.2011. It is also confirmed that the services under this contract shall be started w. e. f. 1st February, 2012.

for Silica Infotech Pvt. Ltd.


(Vikas Gupta) 25/1/2012
Manager - ITSM



Received LOI

25/1/2012

- Copy to:
1. GM (S&M), AI, NR.
 2. GM (IT), AI, CC, IGIA.
 3. GM (F), AI, NR.
 4. GM (P), AI, NR.
 5. GM (MM), AI, NR.

for kind information please. This is as per delegation of authority by ED(North) vide note no. DLH:IT:NR:14 dated 25.01.2012.