
To,

Office Address:

Dy. General Manager -Engineering,
Production Planning & Material Management,
A320 Avionics Complex, AI Engineering Services Limited,
IGIA Terminal-2, New Delhi 110037.India.

Tele: +91-11-25656068 (Direct)
+91-11-25667831

GST # 07AAFCA9618L2Z9

PAN # AAFCA9618L

TENDER NO. Ref No: AIESL/PPMM/DEL/23-24/23031

Date:-12th August 2023

Tender inviting quotations: Tender for Hiring of outsourced security manpower in AIESL and AIAHL, Pan India.

Last Date of Bid Submission: 04th September 2023 till 14:30 Hrs

Pre-Bid Meeting: 21st August 2023 at 11:00hrs

Bid Opening:

1. Opening Date & Time: 4th September 2023 at 14:45 Hrs

2. Tender box no-2

The tender documents can be downloaded from the "AIESL" website: www.aiesl.in

From: -

NAME & ADDRESS OF THE AGENCY/SERVICE PROVIDER (With Stamp)

M/s.....

.....

.....

Phone :

Email :

For any queries you may contact on below mentioned email or Phone number

Mr. Manoj Jain (Technical)

011-25653150/25667705

011-25667869/25667831

Email ID: aieslpurchase.nr@aiesl.in

For AI Engineering Services Ltd

S/d

For ED , AIESL

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by AI Engineering Services Ltd., but an invitation. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Service provider.

The information is provided on the terms and conditions set out in this Tender.

This Tender is not an agreement and is neither an offer nor invitation by AI Engineering Services Ltd. to the prospective service provider(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

AI Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person or service provider under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the tender process.

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or service provider upon the statements contained in this Tender.

Any information/documents including information/documents pertaining to this Tender or subsequently provided to service provider(s) and/or successful service provider and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Service provider.

Introduction

AI Engineering Services Ltd. has been incorporated under the Indian Companies Act 1956. AI Engineering Services Ltd. Limited is an Aviation MRO and fully owned Company of Government of India which provides maintenance, repair and related support for fleets of aircraft of Govt. organizations as well as commercial domestic and international airlines.

This RFQ is issued to invite proposals from reputed vendors with credible experience in “**Private security services**” to State/Central Government department, State/Central Govt. PSUs, hospitality industry or large public organizations in conformance of specifications given in the tender documents and distribute the same at various locations in India as per requirement and schedule.

AIESL invites sealed bids in a two-bid stage system i.e.

- 1- Technical Bid and
- 2- Commercial bid.

The first stage of the bidding process shall involve the opening of the technical bid Response and the second stage shall involve the opening of the Commercial Bid Response after technical bid evaluation. Service providers shall submit their offer, in two separate sealed envelopes, as is required of the two-bid tender system.

The first envelope should be super-scribed with the tender reference number and be marked as “Technical Bid – Tender Enquiry Ref. No. AIESL/DEL/PPMM/23-24/23031 dated 04th September 2023 for Appointment of a suitable service provider to provide “Outsourced security manpower in AIESL and AIAHL, Pan India.”” and should contain only the technical details.

The second envelope should be super-scribed with the tender reference number and be marked as “Commercial bid - Tender Enquiry Ref. No. AIESL/DEL/PPMM/23-24/23031 (Not to be opened with Technical Bid)” for Appointment of a suitable service provider to provide “Outsourced security manpower in AIESL and AIAHL, Pan India.” and should contain only the Price offer.

The Service providers who have 04 years’ experience in providing similar Services and satisfy the eligibility criteria of Tender Document need only apply for this Tender.

OBJECTIVE

The purpose of this Tender document is to search reputed Private security agency (Reg, under PSARA act 2005). This agency will provide “Private Security Guards” (Trained as per PSARA act subclause d of clause 10) to protect the properties and personnels of AIESL & AIAHL whereas required in PAN India.

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SUMMARY OF BIDDING INFORMATION

| S.No. | Particulars | Details |
|-------|--|---|
| 1. | Tender subject | Tender for Hiring of outsourced security manpower in AIESL and AIAHL, Pan India. |
| 2. | Tender Document Fee | NIL |
| 3. | Availability of Bidding Document | From 12 th August 2023 on AIESL website : www.aiesl.in |
| 4. | Time & date of pre-bid conference | 21 st August 2023 at 11:00 Hrs |
| 5. | Last date and time for bid submission | 4 th September 2023 at 14:30 Hrs |
| 6. | Place of submission of bid | Dy. General Manager – Engg. (PPMM) AI Engineering Services Limited Avionics Complex, IGI Airport New Delhi 110037 Contact No : +91 11-25667831 Tender Box No-2 |
| 7. | Date and Time of Technical Bid Opening | 4 th September 2023, 14:45 Hrs |
| 8. | Validity of Bid | 120 days from the closing date of submission of the Bid. |
| 9. | Earnest Money Deposit | Rs 11 lacs through bankers cheque/Draft in favour of AI Engineering Services Ltd. |
| 10. | Address of Communication | Dy. General Manager – Engg. (PPMM) AI Engineering Services Limited Avionics Complex, IGI Airport New Delhi 110037 Contact No : +91 11 25667834 |

Note: Date and time for opening of the Commercial bids of the technically qualified Service providers shall be intimated later. If any of the due dates specified above happens to be a holiday, then next working day shall be the due date for the said purpose.

Bids will be opened in presence of the service provider / service provider's representative who chooses to attend.

For further details regarding tender documents visit our website: www.aiesl.in

**Executive Director- Engg.
AI Engineering Services Ltd.**

GENERAL TERMS & CONDITIONS

AI Engineering Services Ltd. Limited reserves the right to accept or reject any/or all bids, annul the tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Service provider(s) or without any obligation to inform the Service provider(s) of the grounds for its action. AI Engineering Services Ltd. also reserves the right to extend the validity period of the Tender due date and has right to re-issue the Tender without Service providers having right to object to such reissue.

1. Abbreviations, Definitions and instructions to Service provider(s):

- | | | |
|-----|---|--|
| 1.1 | AIESL PAN GSTIN PQ EMD MSME LOA SD ECS TDS MOQ Guard | - AI Engineering Services Limited - Permanent Account Number - Goods & Service Tax Identification Number - Pre-qualification - Earnest Money Deposit - Micro, Small & Medium Enterprises - Letter of Award - Security Deposit - Electronic Clearing Service - Tax Deducted at source - Minimum Order Quantity -“Guards” means all security staff/personnel engaged by the service provider with Knowledge and trained in “Security Operations and Procedure”. |
| | BG PSARA | - Bank Guarantee -Private Security Agency (Regulation) |
- 1.2 In this Tender, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:
- 1.3 **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Tender.
- 1.4 **“Bid”/“Proposals”** means the proposals submitted by the Service provider(s) in response to this Tender in accordance with the provisions hereof including, Technical Bid and Commercial bid along with all other documents forming part and in support thereof.
- 1.5 **“Service provider”** means eligible entity who submits the Bid along with Earnest Money Deposit and Tender Fees under this Tender within the stipulated time for submission of Bids.
- 1.6 The term **“Contract/Agreement”** shall mean the agreement entered into between AIESL and the Successful Service provider, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 1.7 **“Successful Service provider”** shall mean the Service provider whose technical bid and Commercial bid has been accepted by AIESL and to whom a Letter of Acceptance is consequently issued by AIESL and the same has been accepted by such Successful Service provider vide a letter.
- 1.8 Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

1.9 **Term:** The term of the proposed Contract is for a period of 02 years (Two years) from the date of award of contract, which is the date when all operations by the identified successful Service provider with regards subject work shall commence. This contract is extendable to next one year, if and only after successfully completion of term of two years.

2. Bid Submission requirement:

2.1 Tender documents giving the Eligibility Criteria, detailed Specifications of the item required & other terms and conditions are available for down-loading on free of cost basis from AI Engineering Services Ltd. Limited website www.aiesl.in. There is no fee for the Tender Documents.

2.2 Service provider are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein, they should immediately liaise with AI Engineering Services Ltd. for necessary clarification.

2.3 The Bids should be neatly presented, sign all pages of the tender document and all the enclosures accompanying the tender document before submission of the Bid. Service-Providers must submit this form duly completed & signed in a sealed envelope as per para 4 of this document. Each column should be commented.

2.4 The tender document must be serially numbered with page numbers marked on each page and signed by the service provider. The Service provider shall also sign with date, the last page of the Tender Document and stamped with company seal.

2.5 The Tender shall contain the name of the authorized signatory with designation, postal address, email address, Telephone No. and Fax No. for the Bid in connection with the Tender.

2.6 The Tender document shall include the documentary proofs for qualifying requirements.

2.7 The Service providers, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. The name(s) of the representative(s) must be directly sent to AIESL at least 3 (three) days before the date of opening of the tenders by e-mail or fax, as under e-mail Dy. Gen. Manager-Engg (PPMM) on dgmppcncr@aiesl.in & aieslpurchase.nr@aiesl.in

2.8 AIESL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, AIESL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the AIESL to respond to any question or to provide any clarification.

2.9 The complete bidding document shall be published on www.aiesl.in on 11th August 2023 for the purpose of downloading.

2.10 A successful service provider will be selected on the criteria described in this Tender.

2.11 Service providers are advised to study this Tender document carefully, before submitting their proposals, in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions and implications.

3. **Tender Fee**
NIL

4. **Submission of Bids:**

The Service providers should submit their Bids in a two-bid format

(a) Technical Bid

(b) Commercial bid, as per following details:

❖ **Envelope-1 (Technical Bid):**

The Envelope 1 containing the Technical Bid, must be submitted separately in a Sealed/closed envelope superscribing **“Technical Bid for Tender No: AIESL/DEL/PPMM/23-24/23031 for “Hiring of outsourced security manpower in AIESL and AIAHL, Pan India”. (Service providers to mention Due Date and Time in the blank space)”** along with the requisite proof of submission EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Service providers must furnish the Technical Bid along with all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Service provider(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The Service provider’s name, email ID / contact numbers (telephone and fax) of the Service provider’s contact person, and the item(s) for which the Bid has been submitted should also be mentioned on the Envelope-1.

❖ **Envelope-2 (Commercial Bid):**

The duly filled and signed Commercial bid, as per Annexure ‘VI’, should be submitted separately in another Sealed/closed envelope superscribing **“Commercial Bid for Tender No: AIESL/DEL/PPMM/23-24-23031 for “Hiring of outsourced security manpower in AIESL and AIAHL, Pan India”, The words “Commercial bid not to be opened with Technical Bid”** should also be super-scribed on the envelope. The Commercial bid must be signed by the authorized signatory of the Service provider and company seal shall be duly affixed on each page. The name of the Service provider, mailing address, contact no., fax, e-mail-id, and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-2.

❖ **Envelope3 (Master Envelope):**

Both the above envelopes i.e. the Technical Bid and Price Bid, must further be enclosed in a master envelope which must also be in a Sealed/closed condition superscribing **“Tender No: AIESL/DEL/PPMM/23-24-23031 for “Hiring of outsourced security manpower in AIESL and AIAHL, Pan India”. “NOT TO BE OPENED BEFORE 4th September 2023, 14:45 Hrs. (Service providers to mention Due Date and Time in the blank space)”**, The name, contact no., fax, e-mail-id and complete address of the Service provider must be mentioned on the Master Envelope and the same shall be addressed to the. The Sealed bid master envelope shall be submitted at the above address in person or by post/courier to reach on or before the Due Date/Time.

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- 4.1 Prospective Service providers must submit both their technical bid and Commercial bid responses, in sealed condition by the due date and time. Please note the copy of the technical bid should be in the sealed “Technical bid” envelope and the copy of Commercial bid should be in the sealed “Commercial bid” envelope. No deviation of the above will be accepted.
 - 4.2 Service provider must submit the Pre-bid Qualification format and technical bid in hard copy as well as in soft copy– DVD / Pen drive in PDF format. If there is any discrepancy between the hard copy and the soft copy, the hard copy shall prevail. The Commercial bid is to be submitted in hard copy only.
 - 4.3 The Service providers should sign on all pages of the Technical Bid and the Commercial bid. Further, all pages of the bid document shall be electronically numbered serially and stamped by the authorized signatory along with supporting documents as asked in the Technical Bid, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.
 - 4.5 Service provider should submit a copy of their Commercial bid response **WITHOUT MENTION OF ANY PRICE WHETHER IN FIGURES OR WORDS** (with price blanked) along with the Technical Bid.
 - 4.6 The Commercial bid should remain valid for acceptance for a minimum period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. However, the validity of the bid must be extended as required, upon request from AIESL to enable completion of the evaluation of the bids and finalization of the Successful Service provider.
 - 4.7 The visit may be done by the intending service providers (who wish to visit) at their own cost if they so desire, visit certificate to be submitted along with the technical bid if done. While, it is not mandatory.
 - 4.8 AIESL reserves the right to accept/reject any/all bids. Further, incomplete bids are also liable to be rejected.

Further, the Technical Bid must be submitted in a spiral binding form whereby it may not be possible to replace any paper without disturbing the documents and other instructions as detailed herein below, with regard to bid submission are to be followed.

The Master Envelope should be sealed / closed, addressed and submitted at the following address on or before the closing date and time:

Dy. General Manager – Engineering (PPMM),
AI Engineering Services Ltd,
Avionics Complex
I.G.I. Airport,
New Delhi-110037, INDIA Tel: + 91 11 25667831
E-mail: dgmppcncr@aiesl.in; aieslpurchase.nr@aiesl.in

- 4.9 Service provider’s queries, if any, may be addressed to the officials of AIESL by e-mail ID given at 4.8 above:

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- 4.10 AIESL reserves the right to award the contract(s) to one or more Service providers.
- 4.11 All bids must be delivered by the person / courier / post to the office of Dy. GM –Engg (PPMM), AI Engineering Services Ltd, Avionics Complex, IGI Airport, Terminal -2, Delhi-110037, on or before 1430 hrs of 04th September 2023. The Technical Bids will be opened in the presence of the service providers at O/o DGM PPMM, New Avionics Complex.
- 4.12 AIESL has the right to amend and/or re-issue the Tender document without the applicant(s)/service provider(s) having any right to object to such reissue.

5. Pre-bid Meeting

AIESL may convene a pre- bid meeting to address clarification sought by prospective Service providers and incorporate suggestion suitable to AIESL, schedule is given in “summary of bidding information”. if any.

6. Tender Opening:

- 6.1 On the date of opening of the technical bid only the technical bids would be opened, and the Commercial bids would be kept in the custody of AIESL, duly countersigned by AIESL tender opening committee members.
- 6.2 Service providers, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory (Annexure-I), authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process.
- 6.2 The Commercial bids of only those Service providers, who qualify in the Technical Bid evaluation, would be opened at a later date, which would be notified in advance to the successful Service provider.
- 6.3 The bids should be neatly presented. No overwriting or cutting/usage of white correction ink would be accepted in the Tender Document.
- 6.4 AIESL reserves the right to award the contract(s) to Successful Service provider as it may deem fit as per its operational requirements.

7. Grounds for Rejection of Bids

- i. In case the Commercial bid and the Technical Bid are enclosed in the same envelope instead of in two separate sealed envelopes, AIESL will assume no responsibility for the misplacement or premature opening and such bids shall be rejected.
- ii. The Technical Bid should not contain any indication of the price. In case an indication of the price quoted is included in the Technical Bid, the quotation will be rejected without any reference to the Service provider. No correspondence will be entertained in this regard.
- iii. The bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the authorized person who is signing the Tender, failing which the Tender is liable to be rejected.
- iv. All relevant supporting documents attached with the said bids must be duly signed by the

Service provider. In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.

The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:

- v. If the Tender has been received after the closing date / time of the tender.
- vi. If only the technical bid has been received and the Commercial bid has not been received, and vice versa.
- vii. If the Tender has been received by email or fax or in any other manner as the one mentioned in the Tender, instead of in separate sealed / closed covers.
- viii. If the Tender has not been signed by the authorized signatory of the Service provider.
- ix. If the technical bid has been received without EMD or the EMD has been submitted in a mode other than as specified in the Tender.
- x. If the Tender is received without the signed integrity pact in the technical bid.
- xi. If the service provider's response is not received in sealed condition and if the bids are not deposited in the tender box at the designated address as mentioned in the tender document.
- xii. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
- xiii. If the Commercial bid indication has been provided in the technical bid response
- xiv. If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorised signatures of the person who has signed the bid document.
- xv. If the bid has been received without the undertaking of acceptance of all terms & conditions.
- xvi. If the bid (technical/price) is incomplete.
- xvii. The above list is only illustrative and there can be other relevant grounds of rejection of bids.

8. Eligibility Criteria:

- 8.1 The Service provider must have PAN/ GSTIN/PSARA Lic. at the time of application of tender. Self-attested copy of PAN/GSTIN Number must be enclosed along with the Technical Bid. **(The self-attested scanned copy of PAN & GSTIN should be attached.**
- 8.2 The Service provider must have a minimum average annual Turnover of **Rs 6 CR (Six Crores)** for the Financial Years 2019-20, 2020-2021 & 2021-22. Self-attested Copy(s) of ***Profit & Loss statement showing the sales figures*** for the Financial Years 2019-20, 2020-2021 & 2021-22 duly certified by Chartered Accountant be submitted as proof of above to be enclosed
- 8.3 The Service provider must be a Company registered under the Indian Companies Act.
- 8.4
 - a. Self-Attested Copies of Purchase Orders / Contracts issued from 1 Apr 2019 (with pricing information erased / blanked), as a proof of experience required.
 - b. The service provider must submit copy (s) of satisfactory performance Certificates from respective companies on the company's letter head having seal & signatures of company official for having satisfactorily completed the services indicating quantity and volume during the last 4 years.

8.5 The Service provider must submit self-attested copy of Income Tax Return (ITR) of Financial Years 2019-20, 2020-2021 & 2021-22 along with the Technical Bid.

8.6 The service provider/company or any of its subsidiary, must not have been blacklisted by AIESL or any other Govt./Public Sector Undertakings. If so, the details must be provided.

8.7 Other requirement;

- a. Preference will be given to MSME as per clause no-17 of this documents
- b. License granted by Police/Government to engage in the business of Security Agency.
- c. **Experience:** The company should have an experience of minimum four (04) years in the same services in any reputed organizations preferably in Government/Public Sector or Aviation sector and shall have registration, licensed and have a Head Office or Branch Offices at Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Nagpur & Trivandrum with in any reputed organizations preferably in Government/Public Sector or Aviation sector. Certificate of Satisfactory Performance to be provided from the clients.
- d. **The Security Service Provider Should have a valid License under PSARA act or applied for Psara License applicable for Delhi, Maharashtra, West Bengal, Tamil Nādu, Telangana, & Kerala. PSARA license should be valid during the contract period, breach of this will be treated as illegal and contract can be terminated and payment will be deducted for the period.**
- e. **Turnover:** Should have an average turnover of Rs 06 Cr (Rupees Six Crores) or above per annum relating to the business of Industrial Security Services anywhere in India during last three financial years (2019-20, 2020-21 & 2021-22).
- f. For the financial year referred by you for the above eligibility, Certificate from a Chartered Accountant (CA) certifying the turnover specific to Security Services and Copy of audited Balance Sheets and P&L A/c duly signed by the Proprietor/Director / Authorized representative.
- g. **Acceptance of bids from Service provider (s):**
The Service Providers are advised to inspect the work area and other details pertaining to the work by making prior appointment with concerned Officer/ Manager, AIESL. Service Providers shall be deemed to have full knowledge of all relevant documents, site etc., whether he / they has / have inspected them or not.

9. Amendment

Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the web site of AIESL, (www.aiesl.in) and no separate Notice Inviting Tender (NIT) would be issued in the newspapers or anywhere else. AIESL will also not intimate the Service providers individually of the same. The Service providers are therefore, advised to visit the AIESL website regularly till the date of closing of the Tender (or extended date, if any). The last amendment, if any, will be hosted a minimum of ten (10) days before the closing date of the Tender.

10. Modification of Bids

- a. On account of any amendments, being made to the Tender the Service providers shall have

a right to modify their bid after the bid submission but prior to the due date (or extended due date, if any) for submission of Bid. The last modified bid of the Service provider received by AIESL before the due date (or extended due date, if any) and as submitted to AIESL shall be final and binding on the Service provider.

- b. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of this Tender, with the outer and inner envelopes additionally marked "modification". ***No bid shall be modified after the deadline for submission of bids.***
- c. At any time prior to the last date for submission of bids, AIES may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service provider, modify this Tender document by an amendment. In order to afford reasonable time to Service providers to take such amendments into account for preparation and submission of their bids, AIESL may, at its discretion, extend the last date for the submission of bids through an announcement of its website.

11. Withdrawal of Bids

No service provider will be permitted to withdraw in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of bid during this period would result in forfeiture of service provider's EMD. However, on account of any amendments the Service provider may withdraw their bid after the bid submission prior to the due date (or extended due date, if any) for submission of bid.

12. Technical bids, Commercial bids :

12.1 Technical bid:

- i. The technical bids submitted would be evaluated to verify the suitability and compliance of the service provider as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the service providers meet the requirement under Scope of Work of AIESL, as per the pre-qualification criteria and compliance to other terms and conditions of the tender.
- ii. It may be noted that all those service providers who fully and unconditionally meet all of the Eligibility criteria listed at Annexure – B, C, D & E would be declared qualified in the technical evaluation process.
- iii. The service provider's offers would be evaluated based on their response to the Eligibility criteria and the response to the technical information. All the conditions indicated as "**MANDATORY**" conditions in the Eligibility Criteria (Annexure – B, C, D & E) response format, are to be mandatorily fulfilled and along-with the said Annexure, the supporting documents thereof are to be given, in order to qualify for the evaluation of the technical bid. The service provider must also have submitted the requisite amount of EMD of Rs 11 Lacs (Indian Rupees Eleven lacs) for Indian service providers as well as the signed Integrity Pact document (Annexure-H) along-with the technical bid response in order to qualify the technical evaluation. Any exceptions, conditions, covenants or qualifying remarks submitted by the service providers will not be accepted.
- iv. AIESL reserves the right to confirm the authenticity of the bid documents or to seek clarifications from the references quoted by the Service providers in their bids, for compliance with the requirements as mentioned in the Tender, without the knowledge of the concerned Service providers. AIESL also reserves the right to seek documents/ information / clarifications from the service providers as it may deem necessary for the

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- purpose of evaluation of the Technical Bids, to determine their suitability or otherwise for this tender.
- v. The verification of the information submitted by the service provider through a site visit by the Technical Committee may also be the part of the Technical Evaluation.
 - vi. The bids will be evaluated to verify compliance with the pre-qualification criteria.

12.2 Commercial bid:

The Commercial bids of only those service providers who qualify and are short listed on evaluation of their Technical Bids would be opened. The date and time of opening of the Commercial bids would be intimated in advance to the service providers who have qualified in the Technical Bid evaluation, their **authorized representatives** only would be permitted to participate in the opening of the Commercial bids. The Commercial bids would be evaluated as per stated evaluation criteria at para 12.2.a & PARA 12.2.b below.

Please quote as per the format only.

- i) Service providers are requested to restrict their offer only to the specifications given. Alternate offer which does not adhere to the given specifications will not be considered for evaluation. If you have any doubt or need any clarifications regarding the specifications, please revert to us before submission of your bids.
- ii) After opening of the Commercial bids, Service providers cannot go back on their commitment on the above technical specification / Parameters. Therefore, any doubt or clarifications required must be done before opening of the Commercial bid.

Commercial bid (Sealed/ Closed Envelope)

The service provider will have to submit the Commercial bid as per para 4 of this tender document, must confirm to the followings:

- a. Rates quoted as per Annexure –F (Part –A&B) in the given format only. The rate must be in INR.
- b. Unconditional discount, if any should be clearly indicated and would be applied to the quoted price during evaluation.
- c. Conditional discount if offered will not be considered for evaluation.
- d. The quote must be protected with a transparent adhesive tape.**
- e. The rates should be quoted in Figures and Words and if there is a discrepancy between the words and figures, the amount in words will prevail.
- f. The name and address of the service provider must be marked on each Envelop.

12.2.a Method of evaluation of COMMERCIAL BIDS and arriving at L-1 offer

1) METHOD OF ARRIVING AT L1 VENDOR

- iii) Service provider(s) should quote their rates for supply of “security personnel”.
L-1 will be decided on the basis of total price/cost quoted in row ‘D’. whereas
$$D=D1*N1+D2*N2+D3*N3$$
- iv) Total Price is to be exclusive all Govt. Duties / Levies like GST and other charges (These will be reimbursed on actual) etc.
- v) **Conditional discount, if any, will not be taken into consideration** while arriving at the lowest landed cost.

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- vi) **Micro, Small & Medium Enterprises (MSMEs) & start-ups** Units will be given **Benefits/Preference** as detailed at Para 17 of this Tender document.

2) **Other points to be noted while submitting the Bid:**

- i. AIESL will not accept inclusion of any additional costs, if requested for after opening of the tender.
- ii. **Increase in Govt. Duties / Levies etc.** if any, that may be applied by the Govt. of India/State Govts., after the award of the contract, **will be borne by AIESL**, if requested for by the Service provider, subject to the Service provider providing documentary proof of the same. In case of any decrease in basic price and/or Govt. Duties / Levies etc. by the Govt. of India after award of the contract, the benefit of the same should be extended to AIESL by the Service provider, effective from the date of change.

12.2.b L1 will be determined on the basis of sum of total offer received (Code "D") from Commercial Bid Annexure F, Part-B.

13. Disqualifications:

Even though the Service providers meet the aforesaid criteria, they are subject to be disqualified if the following are observed during the course of evaluation:

- a. Service provider has made misleading or false representation in the forms, statements, and attachments submitted,
- b. Records of poor performance of work (whether for AIESL, or any other company/organization) during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Service provider or its constituents, inordinate delays in completion, history of litigation / arbitration awarded against the Service provider or any of its constituents or financial failure due to bankruptcy etc.
- c. The service provider has been into any kind of legal dispute or arbitration in the past or at present with AIESL or its sister companies or any other PSUs.
- d. The Service provider has been blacklisted in India or anywhere else in the world, he will not be allowed to participate in the tender.
- e. The bid offer has been made by an intermediary/agent/middleman.
- f. In the absence of masked Commercial bid.
- g. If bidding form is not filled completely. All fields should be filled the details or NA (Not available). Blank field will be treated as NA.
- h. Service providers have to comply with all the Technical Specifications / Parameters, as detailed, failing which they would be disqualified from further consideration / evaluation of their bid for this tender and neither their request nor their Commercial bid would be considered for further evaluation.

14. Award of the Contract, Acceptance and Commencement

- a. The Contract shall be awarded to the Successful Service provider vide the Letter of Award (LOA) issued by AIESL, based on the evaluation of the bids by AIESL.
- b. The Successful Service provider has to convey acceptance of the LOA within 7 days of its receipt.
- c. The successful Service provider must submit "Details of security personnel's" complying with technical and medical requirement within 15 (FIFTEEN) days of acceptance of LOA.

Failing to do so may result in cancelation of LOA along with invocation of relevant penal clause mentioned in this document.

- d. The successful service provider must execute an agreement with AESL on a non-judicial stamp paper of ₹ 200/- (Rupees two Hundred) within 04(Four) weeks from the date of acceptance of LOA.

15. Zero deviation:

Service providers are advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions. Violation of any terms & condition will be liable for disqualification of bid.

16. Earnest Money Deposit:

The Service provider should submit an **EMD of Rs 11 lacs/- (Rs. Eleven Lacs only)** through Banker's cheque / Draft in favour of AI Engineering Services Ltd. Ltd. If the Service provider is seeking exemption from submission of EMD as per Para 17 of this tender, they must submit the relevant documents.

16.1 EMD will be interest free.

16.2 EMD of the unsuccessful service providers will be refunded within 60 (sixty) days after completion of the Tender process and after the award of the Contract.

16.3 EMD of the Successful Service provider will be returned after receipt of Security Deposit or Bank Guarantee in lieu thereof as stated in the clause of Security Deposit. EMD will be forfeited in the event of Service provider withdrawing or modifying their bid or fails to abide by any terms of the Tender, after opening of the bids or deviates or derogates from the conditions of the Tender or if the successful Service provider declining/refuses to accept the Letter of Award (LOA) and execute the contract, or declining to furnish the security deposit.

16.4 The EMD may also be submitted through net banking using the following details:

| | |
|-----------------------|-----------------------------------|
| Name of the Bank | : State Bank of India |
| Branch Address | : New Delhi |
| Account Holder's Name | : AI Engineering Services Limited |
| Account Type | : Current |
| Account Number | : 00000033029526378 |
| IFSC Code | : SBIN0000691 |

17. Benefits/Preference for Micro, Small &Medium Enterprises (MSMEs):

17.1 As per Public Procurement Policy for Micro, Small &Medium Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- (a) District Industries Centres (DIC)
- (b) Khadi and Village Industries Commission (KVIC)
- (c) Khadi and Village Industries Board
- (d) Coir Board
- (e) National Small Industries Corporation (NSIC)
- (f) Directorate of Handicraft and Handloom

(g) Any other body specified by Ministry of MSME

- 17.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- 17.3 The MSMEs registered with District Industries Centers must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- 17.4 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful service provider should ensure that the same is valid till the end of the contract period.
- 17.5 The MSMEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 17.6 **Exemption from submission of Earnest Money Deposit (EMD)** – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD) provided they are for same services.
- 17.7 **The successful Service provider will however be required to submit the Security Deposit equivalent to 3% of the Contract/PO value.**
- 17.8 **Price Preference** - The MSEs registered with above mentioned agencies/bodies for the tendered item and quoting price within a price band of L1 + 15 percent shall be allowed to supply by bringing down their price to L1 price in a situation where L1 price is from other than an MSME.
- 17.9 Preference/benefits will be given to Start-ups units as per guidelines of Ministry of Heavy Industries & Public Enterprises/Ministry of finance/Ministry of MSME/GOI.

18. Security Deposit:

- 18.1 The Service provider who qualifies for award of Contract/Purchase Order will have to deposit with AIESL 5% of the total value of the Purchase Order towards **interest free Security Deposit**, within 2 weeks of receipt of the LOA. The Security Deposit is to be paid by a Bank Draft or a Banker's Cheque in favour of the '**AI Engineering Services Ltd. Ltd**' payable at Delhi/New Delhi, or by execution of a Bank Guarantee for an equivalent amount. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the Service provider.
- 18.2 The Security Deposit / Bank Guarantee will be refunded / returned after 2 months of successful completion of deliveries(Services) against the completion of the Annual Contract after adjusting for penalties, if any, that may be imposed under the terms of the Purchase Order.
- 18.3 **In case, Security Deposit is not deposited in time, the bills shall not be processed for payment. In exceptional case, if the shortlisted Service provider desires, the Security Deposit amount can be deducted from the shortlisted Service providers' bills and the balance payment released, for which the vendor will have to give a specific request to our Finance Department.**

19. Invoices, Billing and Payment:

19a Invoice

The successful Service provider (Contracted agency) will provide Invoices state wise periodically by 7th of every month giving details of items delivered and proof of delivery with all necessary supporting documents signed & with company seal for verification/certification for payment. Invoice will be submitted as state-wise for every month.

19b. Billing:

The Billing Cycle shall be the first day of every month.

19c. Payment:

19c.1 The payment terms shall be 60 (Sixty) days from the first day of submission of Bill(s)/ Invoice(s) for certification thereof by the User Department of AIESL.

19c.2 No Advance payment shall be made by AIESL.

19c.3 Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode or by cheque if ECS is not available.

19c.4 The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS).

19c.5 **GST noncompliance:** In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by the vendor, the Vendor shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions taken by the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST and additionally interest @18% or any other rate prescribed under the GST laws subject to all undisputed outstanding invoices are cleared (Vender has to submit document evidence showing that the bill raised to AIESL has been submitted in the GSTR-1 of vender).

19c.6 All payments to the successful service provider by AIESL for the services rendered by it shall be subject to the following compliances:

- (1) The Payment of Wages Act, 1936 (4 of 1936).
- (2) The Industrial Disputes Act, 1947 (14 of 1947).
- (3) The Minimum Wages Act, 1948 (11 of 1948).
- (4) The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952).
- (5) The Payment of Bonus Act, 1965 (21 of 1965).
- (6) The Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970).
- (7) The Payment of Gratuity Act, 1972 (39 of 1972).
- (8) The Equal Remuneration Act, 1976 (25 of 1976).
- (9) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (30 of 1979).

20. Service Delivery:

20.1 The successful Service provider should start providing the services mentioned in the Tender within 15 days from the date of the Letter of Intent (LOA).

20.2 The Service providers who submit their Bid are deemed to have agreed to comply with all the conditions of this Tender including the commencement of services within the period mentioned aforesaid.

20.3 AIESL reserves the right to inspect the Service provider's or partners' existing facilities in India as per details in Annexure 'C' in order to establish the capability of the Service provider's to comply with the terms and conditions of this Tender including the commencement of services within the period mentioned aforesaid.

21. Negotiation:

Normally it is not the practice and not in work scope of AIESL to bargain. But, in some cases,

21.1 The AIESL may, if deem necessary, would convene the negotiation meetings. Negotiations would be carried out by the Tender Committee members to clarify items related to terms & conditions, quota allocation in case of MSME service provider etc.

21.2 In case L1 service provider does not attend the negotiation but sends a revised bid with reduction in prices or extend other benefits to AIESL, the same should be considered. The terms and conditions of the tender document would be applicable. In case of any variation on terms and conditions, the clarifications should be sought in writing through email/ letter.

22. Price, Contract Validity and Extension:

22.1 The validity of the Contract would be from the date of **"Supply of security manpower"** after acceptance of LOA by the successful service provider and the terms of the proposed contract. Validity of contract shall be 2 years, unless terminated earlier as per the terms and conditions of the Contract. However, if mutually agreed, the contract may be extended by AIESL for a further period of 1 year under the same Terms & Conditions.

22.2 The prices shall remain constant for the entire tenure of the contract of 2(two) years and for further 1 year if period of contract is extended as para 22.1 above. No request for increase in price shall be entertained during the validity period of the contract.

22.3 In case of any decrease in government duties/taxes/levies if any, either by the government of the country of origin of the Services rendered or by the Government of India, the benefit of the same shall be passed on to AIESL during the period of the Contract. In the event that, such benefit is not passed on to AIESL, AIESL shall have a right to deduct the same from the bills of the Successful Service provider and/or its Security Deposit.

22.4 Increase in government duties/taxes/levies or introduction of any new taxes by the government during the period of the Contract, the same may be borne by AIESL if mandated by law and requested by the Successful Service provider. However, such request will be considered only if it is substantiated with copies of valid documentary proof.

22.6 The contract period, at the sole discretion of AIESL, may be extended for another one year, at the same rates, terms and conditions, however subject to satisfactory performance of the Contract during the tenure of the Contract.

23. Requirement/Variation of Qty:

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- AIESL reserves the right to increase or decrease the quantity of required “Security guards” under the same price and terms & conditions to take care of any change in the requirements during the period starting from issue of tender till placement of the contract / Purchase Order. However, such change in quantity shall not vary $\pm 50\%$ of the contract quantity.
 - In clause no 42-d ‘A’ requirement of 72 guards are fixed while the requirement of 42-d, ‘B’ is variable.
 - The Manpower for Leave/ Off/ Holiday Replacement shall be borne and arranged by Service Provider and at any point of time and Location wise requirement of Manpower given should be available.

24. Penalties:

- 24.1 **Liquidated damages:** In case the Successful Service provider fails to deliver/provide the stated services as per schedule and in the Required criteria, the Successful Service provider shall become liable to pay and shall **pay to AIESL by** way of penalty 0.5% of the undelivered services per week or part thereof subject to a maximum of 5% (five percent).
- 24.2 **Not meeting quality standards:** No payment will be made if the specific material/Service not meeting the agreed quality standards and in addition will attract penalty of 5% (five percent) of the invoice amount so deducted.
- 24.3 A penalty of Rs. 1000/- per guard per shift will be imposed in such cases which will be recovered from the payments due, or the Security Deposit / Bank Guarantee as applicable.

The quality standards as referred to herein include the following:

AIESL shall, seek from the successful service provider for submission of related “Certificate(s)” from time to time confirming compliance of the quality specified in this tender.

- 24.4 AIESL further reserves the right to terminate the Contract in the event of continued delay in providing Services and/or not meeting the quality standards as desired by AIESL, and/or any of the reasons as listed herein, and to issue a fresh Contract on any other source at the cost and risk of the Service provider.
- 24.5 The service Provider assures not to delay payment of wages / salary to his workmen under any circumstance and to ensure availability of adequate funds with them to pay wages / salary to their workmen in the eventuality of delay in payment of his monthly bills. Penalty of ₹ 500 per day per guard will be imposed, if so.

25. Representations and Warranties to be given by the Successful Service provider in the Contract.

The Successful service provider 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:

- 25.1 It is a company duly incorporated and validly existing under the laws of its incorporation.
- 25.2 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 the render.

- 25.3 The Contract shall constitute a legal valid and binding obligation against it, and is enforceable against it in accordance with the terms herein.
- 25.4 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.
- 25.5 The payment of salaries, wages, provident fund, ESI, gratuity etc., to personnel employed by the successful service provider, shall solely be the responsibility of the Successful Service provider. It is hereby clarified that; the personnel of the Successful Service provider shall not be deemed to be employees of AIESL.
- 25.6 Successful Service provider undertakes to comply with various labour laws, both Central and state 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.
- 25.7 Successful Service provider 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.
- 25.8 Successful Service provider shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- 25.9 Successful Service provider shall comply with all such directions issued by AIESL from time to time.
- 25.10 Successful Service provider 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.
- 25.11 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.
- 25.12 It is and shall be 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.

- 25.13 It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- 25.14 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 Service provider.
- 25.15 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.
- 25.16 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.

26. Subcontracting:

The essence of the Tender is that there will be no sub-contracting or delegation or outsourcing of any of the Services to any entity other than the applicant/service provider. However, if the service provider must do so, the service provider must comply with the following:

- a. the service provider must convey in writing the purpose and extent of such subcontracting to AIESL.
- b. In such case(s), the service provider shall bear the sole responsibility of any consequences resulting from such subcontracting arrangement.
- c. The service provider shall fully indemnify AIESL from any liability/liabilities arising out of such arrangement(s).
- d. The service provider must assume responsibility/responsibilities to comply with all relevant details as defined in annexure-A & B.
- e. The service provider shall comply with all the provisions of this tender.
- f. However, even after sub-contracting the Successful Service provider shall at all times remain liable to AIESL for the same.

27. Recovery of sums due

- 27.1 Whenever under this Contract any sum of money is recoverable from the Service provider, AIESL shall be entitled to recover such sum from the monthly bills and the security deposit held by AIESL.
- 27.2 In the event of the said security deposit being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the service provider under this or any other Contract with AIESL.

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- 27.3 Also, should this amount be insufficient to cover the said amount recoverable, the Successful Service provider shall pay to AIESL on demand the balance amount, if any, immediately but not later than 14 (fourteen) days of the demand along with the interest @ 18 %(eighteen percent) per annum from the due date specified in the demand notice.
- 27.4 If any amount due to AIESL is so set off against the said security deposit, the Successful Service provider shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order to restore the Security Deposit to its original value. Non restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.
- 27.5 AIESL reserves the right to deduct from the Successful Service provider's invoice, for any loss or damage caused to AIESL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to any other reason attributable to the Successful Service provider including its employees.

28. Confidentiality

- 28.1 The Service provider/Successful Service provider/AIESL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information). Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.
- 28.2 The Service provider/Successful Service provider/AIESL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.
- 28.3 However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court were requested by governmental or regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.
- 28.4 As such, the Service provider/Successful Service provider/AIESL agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.
- 28.5 The Service provider/Successful Service provider/AIESL agree that any such information received by it shall be:
- (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care,
 - (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender

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- 28.6 A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Service provider/Successful Service provider/AIESL may have.

29. Termination of Agreement/Contract:

The Contract may be terminated under the following circumstances:

- 29.1 The validity of the contract/agreement comes to an end *Ipso Facto* by efflux of time unless otherwise renewed/ terminated. The contract period shall come into force on after supply of security manpower. There shall be no lock-in period under the contract.
- 29.2 If there is a breach or non-observance/non-fulfilment by the Successful Service provider of any one or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfilment continues for a period of more than three months after receipt of notice from AIESL to remedy such breach or non-observance/non-fulfilment, then AIESL shall without prejudice to its other rights under any contract and/or contractual documents, if any, shall have the right to terminate the Contract or any relevant part thereof. In such case, the Successful Service provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- If there is a change in AIESL's requirement as regards the obligations of the Successful Service provider stipulated in Tender, the Contract shall be terminated with 03 (three) months' advance notice.
- 29.4 In the event of breach of confidentiality, the contract can be terminated by AIESL with 02 (two) months' notice period.
- 29.5 The Contract can be terminated by AIESL at any time during the term of the Contract without assigning any reasons and liability on AIESL by giving one month notice period..
- 29.6 In case of failure of the Successful Service provider to perform its obligations to the satisfaction / requirement / standards of AIESL, AIESL reserves the right to claim from the Successful Service provider for any loss sustained due to unsatisfactory performance of the Contract, including the right to terminate the Contract.
- 29.7 AIESL may at any time terminate the Contract with immediate effect, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Service provider 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.
- 29.8 AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Service provider has obtained the Contract *vide non-bona fide* methods of competitive bidding.
- 29.9 The Successful Service provider shall have a right to terminate this Agreement after giving a 3 (three) months advance notice to AIESL, of its reasons for termination. During this period of 3 (three) months, AIESL and the Successful Service provider, may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and the Successful Service provider, the Contract shall not be terminated and the Successful Service provider shall provide the Services, in the same

manner, as it was providing prior to such notice of termination.

29.10 For the avoidance of any doubt it is hereby clarified, that the Successful Service provider during the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIESL on the Successful Service provider or vice versa.

29.11 The service provider shall submit the tender in its own name and any tender given in a different name shall be liable for disqualification and shall be rejected by AIESL.

29.12 Services not meeting the specifications or in any other aspect, guards not found fit and fine.

30. Integrity Pact:

All Service providers shall sign the integrity pact with AIESL and submit the same along with their technical bid.

The Integrity pact document is attached as Annexure – H of this Tender document.

31. Contract survivability:

In the event the Successful Service provider is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Service provider shall remain in full force and effect on the new entity and the Successful Service provider shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

32. SEVERABILITY

If any clause, section, or provision of this Contract is found to be invalid, illegal, or unenforceable, by the provisions of the applicable law, such invalidity, illegality, or unenforceability shall not render the remaining clauses, sections, or provisions hereof in valid, illegal, or unenforceable. In such a case, the Parties shall amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legal valid and enforceable.

33. Compliance with the applicable laws:

The Successful Service provider shall comply with all laws in force in India and in force in the countries from where the inflight entertainment content is procured and comply with all the laws whether prevailing in India or elsewhere with regard to the Services as mentioned in this Tender. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Service provider. The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / services will be borne by the Successful Service provider. The Successful Service provider should indemnify AIESL from any breach of any government regulation/infringement of laws- such as copyright act, trademark act, PF regulation, ESI regulation, Labour laws, Minimum wages act, insurance (Health/Life) etc, more particularly as mentioned in the clause herein below.

34. Indemnification

34.1 The Successful Service provider shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, its subsidiaries or any other party arising due to the negligence on part of the Successful Service provider and/or its employees.

34.2 The Successful Service provider 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 Successful Service provider. 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 Successful Service provider, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Service provider under the Contract.

34.3 For the avoidance of any doubt it is hereby clarified that the Successful Service provider shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to negligence of its employees, during performance of their duties under the Contract and shall indemnify AIESL and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).

34.4 The Successful Service provider shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Service provider's failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Service provider.

34.5 The provisions of this Article shall survive the termination or expiration of the term of the Contract.

35. **Dispute resolution and arbitration**

35.1 Any dispute arising between the Service provider/Successful Service provider and AIESL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorized representatives of the Service provider/Successful Service provider and AIESL (Parties).

35.2 If the dispute remains unresolved after a period of 90 days from the date when the negotiation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be Delhi and the arbitration proceedings shall be carried out in English. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

36. Jurisdiction:

The construction, interpretation, validity and performance of this Tender and/or Contract shall be governed by the laws of India. Any dispute whatsoever, arising out of or in connection with the Tender and/or Contract shall be subject to the jurisdiction of the courts of Delhi only, subject to the clause of dispute resolution and arbitration aforesaid.

37. Force Majeure:

37.1 The Service provider/Successful Service provider/AIESL (herein referred Party/Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender/Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.

37.2 The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and will shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Tender/Contract.

37.3 For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

38. Anti-Corruption/Anti-Bribery Representations and Warranties:

38.1 Both Parties represent and warrant that it is in compliance with Indian laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the Term of this Agreement. The Parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.

38.2 Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.

38.3 Either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 19 of the Agreement.

39. **Notices**

Any notice, consents, approvals, report, demand, acknowledgement or other communication which under the terms of this Agreement or otherwise must be given or made by either Party shall, unless specifically otherwise provided in this Agreement, be in writing, in English and shall be personally delivered to, left at, sent by registered post, email, courier or speed post by the respective Parties at the addresses mentioned at para 4.8 above.

40. **Inspection Clause:**

40.1 AIESL reserve the right to inspect the production and other facilities of the Service providers in order to assess their infrastructure and capability to produce and deliver the Services during the technical evaluation process.

41.2 AIESL further reserve the right to inspect the production and other facilities of the Successful Service provider's branch office or subsidiary, at any time during the Contract period in order to confirm consistency of quality of the Services to be rendered & also at any time during the contract period.

41. **Selection of Manpower**

The selection of Manpower shall be strictly as per specifications provided in Annexure-A, The details of manpower intended to be provided by the successful service provider must be provided to AIESL 15 days prior to being deployed in AIESL/AIAHL.

42. **Functional Requirements:**

a) **Qualification criteria for personnel deployed:**

| Post | Physical Standard | | Age in Years | Education | Other Qualitative requirement |
|--------------------------|-------------------|--------|--------------|---------------------------------|---|
| | Height | Weight | | | |
| Security Supervisor | 5'6" | 55kg | 25 to 55 | 12 th , semi skilled | Able to read & write English. Computer knowledge required. English spoken optional along with local language. |
| Security Guard (Unarmed) | 5'6" | 55 kg | 20 to 50 | 10 th , semi skilled | Must be able to read & write Hindi, English & Local Language. |
| Lady Guard (Unarmed) | 5'3" | 45 kg | 20 to 50 | 10 th , semi skilled | Must be able to read & write Hindi, English & Local Language. |

Note: Hindi and local language are must and English reading preferable. Guards must be physically/medically fit for the specified jobs. The successful Service Provider will also ensure that its Guards wear the uniform and keep neat, clean and tidy.

b) **Scope of Work of personnel to be deployed:** As per annexure -A

c) **Work Timings, Hours and reporting:** 8 Hrs per day, 6 days a week. Round the clock shift timing including general shift. 26 days working and 4 days paid weekly off pattern. Three national Holidays will be paid.

d) **Indicative total requirement: ;/**

All the personnel to be deployed shall be approved by DGM-E (PPMM), CSO, COP or their nominee after assessing his / her skill. **Manpower can be increased or decreased & locations can also be deleted or added at short notice of (one month).** The requirement of various personnel is as follows:

| Sl. No. | City | State | A | B |
|---------|------------|-------------|-------|-------|
| | | | AIESL | AIAHL |
| 1 | Mumbai | Maharashtra | 23 | 76 |
| 2 | New Delhi | Delhi | 9 | 51 |
| 3 | Kolkata | West Bengal | 5 | |
| 4 | Hyderabad | Telangana | 14 | |
| 5 | Trivandrum | Kerela | 5 | |
| 6 | Nagpur | Maharashtra | 10 | |
| 7 | Chennai | Tamil Nādu | 6 | 45 |
| 8 | Jammu | Jammu | | 6 |
| 9 | Jaipur | Rajasthan | | 3 |
| 10 | Udaipur | Rajasthan | | 3 |
| 11 | Maguluru | Karnataka | | 3 |
| 12 | Jam Nagar | Gujarat | | 3 |
| 13 | Rajkot | Gujarat | | 3 |
| 14 | Bhavnagar | Gujarat | | 3 |
| 15 | Ahmedabad | Gujrat | | 25 |
| 16 | Vadodara | Gujrat | | 10 |
| 17 | Siliguri | West Bengal | | 10 |

| | | | | |
|----|-------------|----------------|-----------|------------|
| 18 | Bhubaneswar | Orissa | | 15 |
| 19 | Bhopal | Madhya Pradesh | | 10 |
| | | Total | 72 | 266 |

e) **Commencement of Services:** Date of Deployment of security manpower/guards after 15 days of acceptance of LOA.

f) **Place of work:** Where AIESL and AIAHL offices and MROs are situated or as per requirement by the Company (PAN India).

g) **Service Standards:**

The services rendered shall adhere to the time /procedures as specified and agreed to in the Service Level Agreement, **Annexure I**. The Service Provider shall be solely responsible to provide the required manpower at all times.

SCOPE OF WORK

Supervisor (security) may be required at certain locations of Delhi, Mumbai, Chennai and other locations as per requirement of the company and number of guards deployed. This Supervisor shall perform and will be accountable for the work enumerated.

Security Services by providing Security Guards (Service Requirements)

- *Check the Identity card of personnel entering the office premises.*
- *Check Incoming vehicles for any unauthorized or hazardous object.*
- *Establish bonafide of visitors.*
- *Provide/Collect passes for visitors/Employees and respective vehicle.*
- *Screen personnel, their bags and vehicles leaving the office premises.*
- *Protect office from any unauthorized entry.*
- *Maintain log of vehicles entering & leaving the campus and ensure its parking at designated places.*
- *Monitor CCTV and report to AIESL unusual events seen in CCTV. Maintain CCTV recording backup and Handover the backup to AIESL at regular intervals.*
- *HHMD/DFMD/UVSM to be provided by the service provider at all MROs or as per company requirement.*
- *Regulate the Company transport and staff boarding the Transport from MRO.*
- *Monitor Canteen discipline as and when required.*
- *Maintain Gate entry with Covid Protocol and check Temperature, Mask and Sanitizer use.*
- *Report any incident in the office premises to AIESL authorized representative.*
- *To provide close surveillance by deployment of skilled and trained Guards so as to prevent & deter theft, pilferage & unauthorized removal of goods and items belonging to AIESL, Other Agencies occupying the MRO premises and their customers and staff who are detailed to work there;*
- *To carry out intensive patrolling at the place of deployment;*
- *To detect any unidentified article left behind at the MRO premises;*
- *To obtain intelligence on any potential unlawful activity of any person/s likely to endanger the working condition at MRO;*
- *To prevent and deter any person from carrying out any private business inside the AIESL premises.*
- *To check the conditions of shutters, doors, windows, compound wall and gates and to inform the authorities in case any of them need repair or maintenance for their proper function from security point of view;*
- *They are to be trained and well versed with the firefighting and communication procedures. In case of detecting a fire in the AIESL premises they should use Firefighting extinguishers to extinguish the fire and also help the fire brigade.*
- *They should have liaison with local police and in case of any untoward incidents they should report to HR In-charge and in case of need to report to Police;*

-
- *To implement above measures with such specialized security equipment as may be prescribed by HR In-charge from time to time, depending upon the prevailing security situation.*
 - *To assist AIESL management in case of any eventualities or any special temporary requirement of Attending Water Pumping, Switching on Generator or any other work of similar nature assigned to them from time to time.*
 - *Carry out any other Security related function under the instruction from AIESL authorized representative.*
 - *The Agency shall provide Thermal Scanner, whistle, baton and five cell Torch Light and 5 ft. long stick for Guards.*
 - *The Agency shall have to maintain a round-the-clock Control Room with Telephone No., Mobile No., names of persons manning the Control room in their office for any urgent communication regarding any extra-ordinary situation.*
 - *The Agency shall install on its own cost Bio Metric Machine for monitoring the daily attendance of the Security Guards deployed at MRO Complex and the same attendance should be submitted along with monthly bill.*
 - *The Agency shall conduct surprise Patrolling at the MRO covering different shift and shall submit written report to AIESL periodically at least twice a month.*
 - *The security guards must be deployed in such a way that no part of the building /Premises remains unnoticed /unattended.*
 - *The security guards should not leave the point unless and until the reliever comes for shift duties.*
 - *The security guards should thorough check incoming and outgoing material against proper Gate pass duly signed by the authorized signatory.*
 - *Liaison with GMR/ BCAS/ GHIAL/ Airport Authority and arranging AEP and Temporary pass for AIESL staff and vehicles*
 - *Coordinate Security related training.*
 - *Any other security related work assigned by AIESL.*

CONDITIONS RELATED TO THE WELFARE OF LABOURS:

- *AIESL will not be liable for any medical attention, injury / loss of life of the persons engaged by the Service provider during the work inside the AIESL premises as per the contract. A suitable insurance coverage (ESI / Group Insurance / WC) for the employees shall be arranged by the service provider at his own cost from the first day of operation, towards medical treatment and compensation of any loss/ in capacitance of their employees arising out of accident etc., as per legal provisions.*
- *The Service provider shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. The Service provider shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.*
- *The Service provider shall employ such Guards who are medically fit and fine. The company has the right to direct the Service provider to remove from the premises such of his Guards who may be physically, hygienically, clinically*

or medically found to be unfit. Certificate for the same will be submitted by the service provider in every interval of six months for each guard.

- *Attendance Registers should be produced to AIESL every month and to be claimed from AIESL for any revisions.*
- *The Service provider should be fully aware of safety measures and observe all safety precautions during work. The Service provider should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/ incident occurring to his workers in Company's premises should be reported in writing by the Service provider to authorities concerned immediately. The Service Provider shall be fully responsible for any accident/incident for his workers.*
- *The Service provider has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.*
- *Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965.
The Service provider shall in respect of labour employed by him, inter alias, comply with the statutory provisions, rules & regard to all matters provided therein.*

Annexure-B

Technical Bid Form – Part A

All column should be filled or write NA (Not available) whereas details are not given, blank field will be treated as NA.

| | | |
|----|--|---|
| 1. | Name of Contract | Tender for "Hiring of outsourced security manpower in AIESL and AIAHL, Pan India" |
| 2. | Name of the Company / Establishment | |
| 3. | In the event of the registered office not being in Delhi, then address of the branch office at Delhi is to be furnished. | |
| 4. | Full Address of Registered Office | |
| 5. | Name of contact Person. | |

| | | | | | |
|------|--|----------|----------------------|---------------|-------------|
| 6. | Telephone No. / Mobile No. | | | | |
| 7. | Email ID | | | | |
| 8. | Nature of company; Limited Company / Pvt. Ltd. / OPC. (Enclose Proof) | | | | |
| 9. | Particulars of Registration – Issued in the name of the Service Provider | Yes / No | If Yes, give details | | |
| | | | Number | Date of Issue | Valid up to |
| A | Company Incorporation Certificate | | | | |
| B | Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (Only one) | | | | |
| C | PF Registration certificate in the name of Service provider | | | | |
| D | ESI Registration certificate with the seventeen-digit code allotment letter in the name of service provider | | | | |
| E | PAN number | | | | |
| F | TAN | | | | |
| G | Goods & Service Tax (GST) Registration No. | | | | |
| H | License under PSARA act (MUST) | | | | |
| 10a | Professional Tax registration | | | | |
| 10b | Labour Licenses | | | | |
| 11a. | Experience in provision of industrial security services (Min 100 staff) | | | | |
| 11b. | Copies of Current Contracts in support of 11a , duly certified by hiring company / self-attested enclosed | | | | |

| | | |
|------|---|--|
| 12a. | Total Number of security personnel presently provided under various contract. | _____ persons |
| 12b. | Wage sheet for the month of December-2022 enclosed for one client or one station where ESI/ PF is applicable. | Yes/No |
| 12c. | ESI remittance challan for the month of December-2022 for deployed persons of the same client under the seventeen-digit code | Yes/No |
| 12d. | PF remittance challan for the month December-2022 for deployed persons of the same client | Yes/No |
| 12e. | <i>Valid ISO9001:2015 certificate as security and allied service. (Last audit report to be submit)</i> | Yes/No |
| 13a. | Annual turnover for Turnover pertaining to Business of providing security guards the previous Financial Year 2019-20, 2020-21 & 2021-22. (Min 6 Cr) | Rs _____ Rs _____ Rs _____ |
| 13b. | Copy of Balance sheet and P&L Account for the Financial Year previous Financial Year 2019-20, 2020-21 & 2021-22 duly signed by the proprietor/ Director enclosed. | Yes/No |
| 14a. | Annual turnover for Financial Year 2019-20, 2020-21 & 2021-22 (Auditors Certificate). | Rs _____ Rs _____ Rs _____ |
| 14b. | Copy of Contracts supporting to the above, Turnover for services related to security service. | |

15. Earnest Money Deposit Details:

| Amount | Name of Bank | Demand Draft No. & Date |
|--------|--------------|-------------------------|
| Rs. | | |

16. If claimed exemption under MSME/ SSI/Start up please provide the particulars”

| Exemption claimed as MSME/ SSI/ NSIC/ PSU/ UdyogAadhar/ Start up | Certificate No | Validity date | Amount approved as per certificate | Items covered under NSIC Certificate |
|--|----------------|---------------|------------------------------------|--------------------------------------|
| | | | | |

17.

| | | | |
|----|-----|--|--------------------------------|
| | 17a | Has any Director been convicted any time by court of law | YES/ NO (If Yes, give details) |
| | 17b | Has your company been Blacklisted by any agency of the airport or elsewhere | YES/ NO (If Yes, give details) |
| | 17c | Whether you raised any dispute with AIESL/AIAHL & its subsidiaries in relation to any contract (either as a company or as a director of the company) | YES/ NO (If Yes, give details) |
| 18 | | IT returns for Financial year 2019-20, 2020-21 & 2021-22 | YES/ NO (If Yes, give details) |
| 19 | | Company Profile | YES/ NO (If Yes, give details) |
| | 19a | Whether having working office in Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Nagpur & Trivandrum to enclose self-attested copy of Lease agreement. List all places where the office is available and commit to have offices in other cities as required. | |
| | 19b | Should have experience in security services of 04 years. (Must Condition) | |
| | 19c | Should have owned or subsidiary company- 24*7 Control Room | |
| | 19d | Should have owned or subsidiary company -24*7 QRT/Physical Response Team | |
| | 19e | Should have owned Electronic Attendance System for Attendance Management | |
| | 19f | Tender fee submitted (details) | |
| | 19g | | |

Service Provider will be summarily disqualified if any Director/partner/Proprietor have been blacklisted. If it comes to the notice of AIESL at a later stage that the Service Provider has concealed the facts about conviction/blacklisting the contract of the service provider will be immediately terminated and SD/PBG will be forfeited.

20. (Must) Details of Manpower services was undertaken during last 4 years (April 2019 onwards)

(A separate sheet may be enclosed for these details together with a copy of contract)

| S.No. | Name Of Contract | Name &Address of Client | Period of Contract (From...to....) | No. of Personnel Employed | Annual Value Of Contract |
|-------|------------------|-------------------------|------------------------------------|---------------------------|--------------------------|
| I | | | | | |
| II | | | | | |
| III | | | | | |
| IV | | | | | |

21. Any other information which the Service Provider may like to furnish, separate sheet may be enclosed.

In support of above information self-attested copies of all Documents, wherever required be enclosed.

22. **CHECK SHEET: Following Documents must be attached with Technical Bid in this order (Annexure B). Please tick (√) in all rows whereas applicable.**

| Requirement | | Yes | No |
|-------------|---|-----|----|
| 1 | Technical Bid format Annexure-B, duly typed with particulars on company letterhead. | | |
| 2 | Self-Attested copies of:- | | |
| | a Company Incorporation Certificate/ Establishment certificate | | |
| | b PF Registration certificate | | |
| | c ESI Registration certificate with the seventeen-digit code allotment letter | | |
| | d PAN No. &TAN NO. | | |
| | e GST Registration certificate | | |

| | | | |
|---|--|--|--|
| f | ISO certificate with last Audit Report | | |
| g | License under PSARA act | | |
| h | Solvency certificate issued by a nationalized bank. | | |
| i | Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (Only one updated certificate) | | |
| j | PF Challan/online submission printout for month of December-2022 | | |
| k | ESI online submission printout for month December-2022 | | |
| l | NSIC/MSME/Start up certificate | | |
| m | Commercial bid (Masked/Erased) | | |
| n | Original copy of Authorized Signatories | | |
| o | Registration /Affiliation with any other Agency (Please Specify Details) | | |
| p | Copy of Contracts (including current) in support of experience insecurity services duly certified by hiring company/ self-attested enclosed. | | |
| q | Copy of draft assignment/ Appointment letter proposed to be issued to their employee being deployed in AIESL. (One Copy for each) | | |
| r | Dec-2022 completed months wage sheet for a client where Manpower services are provided | | |
| s | ESI remittance challan for the month Dec-2022 for deployed persons of the same client | | |
| t | PF remittance challan for the month Dec-2022 for deployed persons of the same client | | |
| u | Auditor certificate for annual turnover for the year 2019-20 and 2020-21, 2021-22 in Lakhs along with separate mention of turnover from Manpower services rendered by the service provider | | |
| v | IT returns for Financial year 2019-20, 2020-21 & 2021-22 | | |
| w | Balance Sheet and P/L account for Financial Year 2019-20, 2020-21 & 2021-22 | | |
| x | Letter of authorization for signing the bid document issued by the director/ proprietor | | |

| | | | | |
|---|---|--|--|--|
| | y | Tender document excluding Annexure I duly signed and stamped. | | |
| | z | Undertaking/ declaration (Annexure-E) | | |
| 3 | | Company profile | | |
| 4 | | List of organization where similar services are provided currently with Tel No. & contact person | | |
| 5 | | Submission of Indemnity Bond on non-judicial Stamp paper of Rs. 100/ -duly notarized. | | |
| 6 | | Tender document duly signed, stamped and completed in all aspects. | | |

Part-B Declaration by Service provider(s)

| Sr. # | PRE-QUALIFICATION CRITERIA | Complied - Yes/No |
|-------|--|-------------------|
| 1 | Please tick for which state you have valid PSARA license Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Nagpur & Trivandrum. And agreeing to get rest of the states as per work of scope. (Attach copies) | |
| 2 | Agreeing to provide medical, life coverage to each guard. AIESL will not be responsible for any liabilities. | |
| 3 | Agreeing to provide QRT (24X7) at location's as per company requirements | |
| 4 | Agreeing on Payment Term 45 days. | |
| 5 | Agreeing for the delivery schedule after LOA or contract provided by AIESL. | |
| 6 | Agreeing to submit medical fitness report for "Fit To work" undertaking of every guard in every six months interval. | |
| 7 | Agreeing for facility inspection visit by AIESL (If AIESL want) as part of the technical evaluation of the Bids to verify and evaluate the capacity of the service provider for the subject tender. | |
| 8 | Agreeing for all the other Terms & Conditions of the tender as per RFQ document. | |
| 9 | Service provider to give undertaking that he is participating / submitting his tender for all the Service provider items, failing which his / her tender will be rejected. | |

All the provisions of the Contract Labour Regulation and Abolition (CLRA) Act and rules made there under shall be complied with, if the same are applicable to the successful Bidder. It is confirmed that in case Contract / LOI is awarded by 'AIESL' to the successful Service Provider, payment of all statutory obligations especially – Minimum Wages/ESI/PF/GST etc shall be the responsibility of the Service Provider. In case, WCT (Works Contract Tax) becomes applicable on these services any time during the contract period, the Service Provider shall obtain WCT registration if not obtained earlier and submit a copy to 'AIESL' within 90 days of receipt of intimation from 'AIESL'.(Applicable, in case the Service Provider is not having WCT registration at the time of application of the tender).

It is confirmed that the Contract for "Providing Security Services at AIESL, Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Nagpur & Trivandrum" **will be commenced within 15 days from the date of receipt of LOA** (Letter of Award)/Contract.

It is confirmed that the registrations and licenses under all the applicable local and central taxes, laws and to be specified separately under each applicable tax/law/Act (i.e., GST Act/Work Contract Act/Provident Fund Act/Income Tax Act/Shop & Establishment Act/ESI Act etc.) shall be produced for verification/checking by AIESL or to a third party authorized by 'AIESL' / agencies of Govt. of India.

It is confirmed that the requisite works as per enclosed Scope of Work would be commenced and executed to the satisfaction of 'AIESL'.

It is confirmed that Commercial Bids submitted are valid for a period of 90 days from the date of opening of the Technical Bids. AIESL may extend this period if required.

It is confirmed to have carefully gone through, have understood and hereby agree to abide by all the Specific/General Terms & Conditions, Work scope and Specifications governing the tender.

It is confirmed that the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed and authorized to sign the tender document.

Date: Signature of Auth. Signatory:
Place: Name of Auth. signatory:
Designation of Auth. signatory:
Company Name & Seal:

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Executive Director - Engineering,

AIESL.

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated to supply (description of goods and services)(hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE, we Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer.....

Seal, name & address of the Bank and address of the Branch

LETTER OF AUTHORISATION FOR ATTENDING PRE-BID CONFERENCE

(To reach DGM (Engg.-PPMM) on or before date of Pre-bid conference)

To

Dy. Gen. Manager-E, PPMM
Avionics Complex
IGI Airport,
New Delhi – 110037

Subject: Authorization for attending Pre-bid Conference

Tender No. _____ Due Date: _____

Pre-Bid Conference Date _____

The following person(s) are hereby authorized to attend the pre-bid conference for the tender mentioned above on our behalf.

| Sr. No | Name | E-Mail ID | Contact No. | Signature |
|--------|------|-----------|-------------|-----------|
|--------|------|-----------|-------------|-----------|

I.

II.

Authorized Signatory

Note:

1. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
3. The authorized representatives must carry a valid photo identity.

To,
Dy. Gen. Manager-E, PPM
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi - 110037

UNDER TAKINGS/CERTIFICATION:

It is certified that:

- a. There are no hidden costs to AIESL over and above as quoted in the tender.
- b. We agree to hold the quoted prices firm till completion of supplies against the Contract.
- c. We agree to extend to AIESL the benefit of reduction in statutory duties, taxes, levies, etc., if notified by the Govt. of India, during the period of validity of the Purchase Order.
- d. We have carefully gone through and have understood and hereby agree to unconditionally abide by all the General Terms & Conditions, Product Details and Specifications governing the tender.
- e. The commercial Bid will be valid for a minimum period of 120 days from the date of opening of Technical Bid.
- f. All the pages of Technical are being signed and stamped.
- g. I hereby confirm that I am authorized to sign the tender document.
- h. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date : _____

Place: _____

Signature _____

Name & Designation _____

Company Seal _____

Commercial Bid Form – Part-A

To,

Dy. Gen. Manager-E, PPMM
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi - 110037

Tender No: AIESL/ DEL/PPMM/23-24/23031**Dated;**

Service providers are to submit this form duly completed & signed in a sealed/closed envelope
Superscribed

Commercial Bid:- Tender for providing “Outsourced Private Security guards to AIESL & AIAHL, PAN India”

The part-B consists of price(s) per each for items listed at under column head S. No. 1 to 13 which are all

| | | |
|---|-----------------------------------|--|
| 1 | Name of the Contract | Tender for “Hiring of outsourced Security manpower to AIESL & AIAHL, PAN India” |
| 2 | Name of the Company/Establishment | |
| 3 | Address | |
| 4 | Telephone No. | Mobile No: |
| 5 | Contact Person: | |

inclusive. Other charges, if any, shall be govern by the provisions of this tender only.

I have carefully gone through and have understood the General Terms & Conditions, Service Requirements governing the tender. Commercial Bid is valid for 120 days from the date of opening of Technical Bid.

I hereby confirm that I am authorized to sign the tender document. Security Guards engaged will be paid minimum wages as prescribed in the Minimum Wages Act of the central or State Government as applicable.

Date: _____

Signature _____

Place: _____

Name & Designation _____

Company Seal _____

Commercial Bid Form – Part-B

Commercial Bid

| | | | | | |
|---|---|-------------|--|--|--|
| Company Name: _____ | | | | | |
| Subject: - Tender for "Hiring of outsourced security manpower in AIESL and AIAHL, Pan India" | | | | | |
| For security supervisor/ Guards | | | | | |
| 1 | Wage Category | CODE | Semi-skilled For Area A (Rate in INR) | Semi-skilled For Area B (Rate in INR) | Semi-skilled For Area C (Rate in INR) |
| 2 | No of Security Personnel Required | N | N1=229 Nos | N2=56 Nos | N3=53 Nos |
| 3 | Minimum Wages (Monthly)* | a | | | |
| 4 | PF (13%)** | b | | | |
| 5 | Monthly charges/contract management Fee/ Service charges, included (Name Badges, ID Cards, Uniform, Security equipments). | c | | | |
| 6 | Total cost per Month D=a+b+c | D | D1= | D2= | D3= |

$D=D1*N1+D2*N2+D3*N3$

Note- GST, airport charges, bonus (minimum 8.33% of the basic) or other charges will be reimbursed by AIESL on production of receipt as proof of payment on actual.

*These charges shall not include anything except for current minimum wages as per Central Government Order no File.1/5(1)/2023-LS-II of Ministry of Labour & Employment, Govt of India.

** on ₹ 15,000 basic salary. (Ministry of Labour, Note reference no-Coord/3(6)2011/Amendment scheme/9235)

- Area-A Metro Cities
- Area-B Capital of States
- Area-C Other than above

Total cost per month(D) (in figure); _____ (Rate in INR)

Total cost per month (D) (in word); _____ (Rate in INR)

- a) **Inclusions:** The rates offered/finalized/agreed by the Bidder shall be inclusive of all manpower cost, provision for Name Badges & Uniform, issuance of ID cards.
- 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 shall be excluded from the quoted rates and would be separately fully admissible (reimbursed) by AIESL on production of receipt as proof of payment.
- c) Rates finalized & agreed will remain firm during the Contract period of 2 years and further extendable to 3rd year. No request shall be entertained for increase of Rates during the validity of the Contract and extensions, if any, under any circumstances except for g (i) below.
- d) The Activity-wise rates will be used for hourly payment for that Activity on pro-rata basis for extended hours.
- e) **Increase in Minimum wages:**
 - (i) The service provider 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 service provider will be reimbursed excess over 10%. In the event of decrease in the rates of minimum wages, AIESL 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.
 - (ii) 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 e-(i) above.
 - (iii) Further, the increase/decrease in contractual consideration on account of e (i) above shall also include the associated increase/decrease in social security cost towards PF which will be computed on the increase/decrease in the rates of minimum wages, admissibility of which is specified in above and would be limited to the minimum number of workers as defined in Work-Scope or in the absence of any minimum number of workers defined in the contract, the monthly average number of workers actually deployed for the subject work as verified from the certified wage sheets for the preceding six months submitted by the service provider, whichever is less.

Rates not quoted separately as per the format given in the Financial Bid (Annexure- F), the Financial Bid will be out rightly rejected.

A: Bids submitted by any party wherein the administrative charges / Service charges are indicated as “Zero: i.e., wherein no value has been indicated, such bids shall stand rejected out rightly.

Undertaking:

1. I have carefully gone through and have understood the General Terms & Conditions, Work scope of the Tender and agree to accept the same.
2. The Price bid shall be valid for 120 days from the date of opening of Technical Bid Part A.
3. I hereby confirm that I am authorized to sign the Tender document.
4. No claim shall be entertained on increase of minimum wages up to 10% of the minimum wages as per clause.
5. All the pages of the Commercial Bid (Annexure- F) have been signed.
6. I hereby certified that the above quoted rate is in compliance with Minimum Wages Act.
7. Where there is a difference between the words and figures expressed, the amount in words shall be considered.

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Company Name & Seal: _____

SECURITY DEPOSIT FORM

To

Dy. Gen. Manager-E, PPMM
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi-110037

I/We, the undersigned declare that:

After having been qualified for award of Contract and vide Para 18 of the captioned tender, we will deposit equivalent sum of **5% (Five percent) of the total value of the Contract towards interest free Security Deposit**, within 2 weeks of receipt of the Contract.

The Security Deposit will be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favor of AI Engineering services Limited (AIESL), payable at Delhi.

Date : _____

Place: _____

Signature _____

Name & Designation _____

Company Seal _____

INTEGRITY PACT

Between

AI Engineering Services Limited (AIESL) hereinafter referred to as **“The Principal”**,

And

hereinafter referred to as **“The Bidder/ Contractor”**

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract(s) for “Outsourced Private Security guards to AIESL & AIAHL, PAN India”. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
 - b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the principal, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI Engineering Services Ltd. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

-
1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
 3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AI Engineering Services Ltd. /AIAHL.

-
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 6. The Monitor will submit a written report to the Chairman, AI Engineering Services Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
 7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AI Engineering Services Ltd. Board.
 8. If the Monitor has reported to the Chairman AI Engineering Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AI Engineering Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Engineering Services Ltd.

Section 10 - Other provisions

1. This agreement is subject to India Law. Place of performance and jurisdiction os the Registered Office of the Principal, i.e. Delhi.

-
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 3. If the Contractor is a partnership; or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorized representative.
 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place : _____

Date : _____

Witness 1:

(Name & Address) : _____

Witness 2:

(Name & Address) : _____

FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING

(ON COMPANY LETTER HEAD)

To

The Dy. Gen. Manager – Engg.
Avionics Complex
AI Engineering Services Ltd
I.G.I Airport Trml- 2
New Delhi – 110037

Sub: Authorization for attending bid opening

Tender No. _____ Closing Date: _____

Opening Date _____ Opening Time _____

Subject:

The following persons(s) are hereby authorized to attend the bid opening for the Tender mentioned above on our behalf.

| Sr. No. | Name | Email ID | Contact No. | Signature |
|---------|------|----------|-------------|-----------|
| 1. | | | | |

Authorized Signatory

Signature _____

Name & Designation _____

With SEAL

Note:

1. Permission for entry to the hall where bids are opened, may be refused in case authorization letter as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
3. The authorized representative must carry a valid photo identity.

Service Level Agreement (SLA)
 Successful Bidder is required to sign SLA with AIESL for Security Services.

Service Level Agreement (SLA)
 for
 AI Engineering Services Limited
 By M/s -----

Effective Date:

| | |
|------------------|---------------------------------|
| Document Owner : | AI Engineering Services Limited |
|------------------|---------------------------------|

Version

| Version | Date | Description |
|---------|------|-------------------------|
| 1.0 | | Service Level Agreement |

Approval

(By Signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

| Approvers | Role | Signed | Approval Date |
|-------------------------------------|--|--------|---------------|
| AI Engineering Services Limited, NR | | | |
| _____ | Proprietor/Director/ Authorized Signatory | | |

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between M/s _____ and AI Engineering Services Limited for the provisioning of Security Services (Guards) required at PAN India by AIESL.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all Manpower services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

1. *Goals & Objectives*

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Manpower Services and support to the AI Engineering Services Limited by the Service Provider.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision.
- Match perceptions of expected service provision with actual service support & delivery.
- Outline services to be offered and working assumptions between the AIESL and Service Provider. Quantify and measure service level expectation
- Outline the potential methods used to measure the quality of service provided
- Define mutual requirements and expectations for critical processes and overall performance.
- Strengthen communication between AIESL and Service Provider
- Provide a viable/feasible medium for resolving conflicts
- Any other matter which is required to assess the Service Provider’s performance.

2. *Stakeholders*

The following Service Provider and AI Engineering Services Limited shall be used as the basis of the Agreement and represent the primary stakeholders associated With this SLA:

M/s. _____ (“Service Provider”)

AI Engineering Services Limited (“Customer”)

3. *Periodic Review*

This Agreement is valid from the Effective Date outlined herein and is valid for 3 years. This Agreement shall be reviewed at a minimum once every quarter; however, in lieu of a review during any period specified, the current Agreement shall remain in effect.

The Business Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner shall incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: GM (Engineering), AI Engineering Services Limited or his nominee.

Review Period: Every Quarter

First Review Date: 1st review will be carried out three months after commencement of the contract and thereafter every three months. (Every quarterly)

4. **Service Agreement**

The following detailed service parameters are the responsibility of the Service Provider in the on-going support of this Agreement.

Service Scope

The following Services are covered by this Agreement:

- Work scope outlined the Tender document: _____

4.1. **Customer Requirements**

Customer responsibilities and/or requirements in support of this Agreement include:

- Certification of the task performed as assigned to the service personnel time to time.
- Certification of the bills by the designated official, the list shall be provided after 15 days from the commencement date of the contract; in case of any change of designated official the same shall be intimated in writing to the service provider.
- Payment for all support costs at the agreed interval.
- Reasonable availability of designated supervisor of the service provider when resolving a service-related incident or request.

4.2. **Service Provider Requirements**

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service & with recommended manpower related incidences.
- Appropriate notification to Customer for all scheduled activity.
- The deployment of personnel by the Service Provider will be done subject to suitability.

4.3. **Service Assumptions**

Assumptions related to in-scope services and/or components include:

-
- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.
 - General Manager AIESL, Delhi
 - Proprietor, (of the Service Provider): Mr. _____
 - M/s _____,
Email: _____

4.4. Any other matter which is required to assess the Service Provider's performance.

5. **Service Management**

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1. **General Service Requirements**

1) **Allocation:**

The allocation of service shall be advised by AI Engineering Services Ltd (AIESL) specifying the location and numbers required.

2) **Reviews:**

Periodical review meetings shall be held between the company & the service provider to review the quality & quantum of service provided by the service provider & shall discuss any modifications, if required.

3) **Service Performance:**

The decision of AI Engineering Services Ltd., or any officer authorized by AIESL, shall be final with regard to the satisfactory performance of the services and any matter arising there from shall be binding on the service provider.

4) **Audits:**

GM (Engg.)/his representative may audit the capability of the service provider, before commencement of work of providing office assistance services. Subsequently, AIESL shall be at liberty to perform periodical audits / spot checks at their discretion.

5) **Statutory Payments:**

The Service Provider shall maintain proper record / register as required under the Contract Labour (Regulation & Abolition) Act 1970 and rules and/ or other applicable laws/ other relevant enactments thereon. The records / registers shall be produced for verification/ inspection as and when required by AIESL, who shall have powers to conduct checks regarding statutory payments of wages, ESI, EPF, and other applicable statutes for the time being in force.

6) **Policies & Payments:**

The service provider shall take-out Employee's compensation policy / complete requisite formalities under the relevant Act, covering all their workmen and submits the same to AIESL. The insurance shall cover the period of the agreement.

The Service Provider shall make payment of monthly salary / wages (in compliance to the minimum wages act) to its workmen on or before the 7th Day of the subsequent month as applicable. The monthly bills to AIESL every month shall be submitted after making payment of salary wages to the workmen along with PF remittance challan.

The service Provider assures not to delay payment of wages / salary to his workmen under any circumstance and to ensure availability of adequate funds with them to pay wages / salary to their workmen in the eventuality of delay in payment of his monthly bills. Penalty of ₹ 500 per day per guard will be imposed, if so.

6 (a) The Service Provider shall not use the sources deployed under this contract undertake to provide / arrange subject service directly to any of AIESL's customer airlines/competitive airlines.

7) **Workforce:**

The service provider shall deploy well behaved / skillful employees / workforce of unblemished character and with duly verified antecedents.

8) **Workforce –Details & Verification**

The service provider shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, finger prints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract. The company shall be at liberty to forbid the deployment of any person whom it may consider undesirable after verification. The service provider shall also have the character & antecedents of all persons employed by him verified by the police to the satisfaction of the company, before a workman is deployed by the contractor. The proof of antecedent's verification by the prescribed authority shall be submitted to the company before deploying the individual for this contract. The appointment /assignment letter to work under this contract at AIESL – copy to be furnished.

9) **Uniform & Accessories:**

All employees of the Service Provider shall report for duty in proper and suitable attire and/ or safety shoes. They will report for duty in a presentable condition at all times. It is also to be ensured that the said personnel report for punctually as per the office timings.

5.2. **Operational Service Requirements**

1) **Liaising:**

It shall be the responsibility of the Service Provider to maintain continuous liaison with AIESL officials at all levels. Supervisor of the service provider shall be solely responsible in this regard. In this regard, the officials of AIESL, GM(Engg.)/ his representative.

2) **Work- Area:**

The service provider shall ensure that none of their employees/ workforce entering the areas of Hangars, Shops, Plants located at NEC and Outstations under Western Region as per indicative list and amended from time to time as per company policy for which they are not specifically designated, as per the duty roster and any

violation thereof, shall render the concerned individual to forfeiture of his Entry permit besides imposition of penalty as may be decided by the designated authority officials.

In case anything unusual or any abnormal is observed by the staff of the Service Provider that belongs to the Company/Management of AIESL, the same shall be immediately informed & handed-over to AIESL authorized staff.

3) **Items in Office:**

In case of missing of items / theft on the office, proven to be done by the staff of the service provider, AIESL at its sole discretion may levy penalty as deemed fit, against the service provider and / or the staff concerned.

While performing the Manpower Services by the personnel of the Service Provider if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.

4) **Statutory facilities:**

The Service Provider shall ensure that all statutory facilities are extended to the personnel deployed by him.

5) **Work Culture:**

The Service Provider shall ensure that the staff deployed by him shall maintain polite and courteous behavior towards employees & staff of AIESL and also of customer airlines. If AIESL has any misgivings about any individual staff of the service provider, the said staff shall be removed by the service provider forthwith.

- 6) The Service Provider shall ensure that his staff shall not be under influence of liquor or any other intoxicants while on duty. In the event of such happenings the staff shall have to be removed from the services by the Service Provider and any damage caused by such of the service Provider's employees shall be borne totally by the Service Provider including, legal expenses .The Service Provider staff shall not be loitering around , when no work is assigned to them.

7) **Service Deficiency:**

The service provider shall make all possible efforts to overcome deficiencies in standards of service brought to their notice within reasonable time frame (as mentioned in the contract document, penalty clauses).

8) **Servicing –Personnel, Office Equipment:**

The personnel & office equipment to be used by them as specified in the contract / amendment letter to be provided with by AIESL.

- 9) Any default on part personnel deployed by the Service Provider in terms of attendance, behaviour and non-performance shall be recorded.

- 10) The Service Provider shall ensure that the personnel deployed by him are available in the event of any exigencies of work. If such a requirement arises the Service Provider will be informed in advance.

11) **Monthly-Bills:**

The service providers shall submit monthly bills duly supported by details of services rendered on a day-to-day basis with the total number deployed each day. The bills will be raised after fulfilling all the compliances as required under the various applicable statutes that are in force.

On receipt of the bills, the Authorized Officials of AIESL shall check the same as per records of the service form.

Any deficiency in service will attract a penalty (as per the contract document), the same shall be reflected on the bill/invoice before forwarding the bill to Finance Department for final payment.

In this connection, records of statutory payments, as mentioned in Section-a, Point-5 above shall also be scrutinized every month before settlement of bills any discrepancy in this regard shall result in payment getting delayed. The Service Provider shall ensure that such records are kept proper & updated and submitted with monthly invoices on a regular basis.

5.3. Service Provider shall ensure the provisions of all applicable welfare statutes and other applicable statutes will be meticulously complied by him.

6. **Governing Terms and Conditions**

The terms and conditions that govern the contract shall be as outlined in the Annexure A,B, C, D, F, G, H & I of the contract against Tender Ref. No. dated.....

Signed on _____ at _____

AI Engineering Services Limited

Customer

M/S _____

Service Provider

NEGOTIATION SHEET

RFQ No

RFQ Date:

Description: _____

A price negotiation meeting was held in the office of On _____ at
_____ am/pm. The following participants were present:

| AIESL | Vendor |
|-------|--------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

Following points were discussed and agreed upon:

Purchase Representative

Finance Representative

User Representative

HR, Representative

~~~ END OF DOCUMENT ~~~