

Tender No. GEM/2024/B/5619490

For

Hiring of Private Security Agency to provide security guards to AIESL PAN India



Issued by:

AI Engineering Services Ltd.(AIESL),
(Headquarters)
New Delhi-110003

CAUTION: While every care has been taken to ensure that the contents of this tender are accurate and up to date till date, the entities are advised to check the precise current provisions of extant law and other applicable instruction from the original sources. In case of any conflict between the provisions stipulated in this tender and in the original sources. Such as GFR or the prevailing laws, the provisions contained in the extant law and the original instructions shall prevail.

Tender for “Hiring of Private Security Agency to provide security guards to AIESL- PAN India”

Introduction

AI Engineering Services Ltd. (AIESL) is a PSU, incorporated under the Indian Companies Act 1956. The Company is a wholly owned subsidiary Company of Air India Asset Holding Ltd. (AIAHL), which is wholly owned by Government of India. AIESL is aviation MRO which provides maintenance, repair and related support for fleet of aircraft of IAF, Govt Agencies, domestic and international airlines.

This Tender is issued to invite proposals from reputed Security Agencies with credible experience in “**providing security services**” to State/Central Government department, State/Central Govt. PSUs/Corporates/companies/ hospitality industry or large public organizations in conformance of specifications given in the tender documents for deployment of security guards at various locations in India as per requirement specified in scope of work.

AIESL invites e- bids in a single stage two-bid system. The bidders are required to upload the e-bids in GeM portal www.gem.gov.in

- 1- Technical Bid and
- 2- Pre-filled commercial Bid in the GeM portal.

The first stage of the bidding process involves the opening of the technical bid responses which shall be scrutinized by AIESL with respect to eligibility and other technical criteria specified in this tender document. The technically qualified bidders shall be intimated to GeM .

In the second stage, the financial bids of “**Technically Qualified**” bidders already uploaded in the GeM portal shall be opened and evaluated as per GeM process and L-1bidder(s) shall be listed in the GeM portal, post which the process of issuance of LOI and contract shall be carried out by AIESL.

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. 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 but is an invitation by AI Engineering Services Ltd. to offer by the prospective bidder(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 successful bidder.



AI Engg. Services Ltd. Headquarters,
2nd Floor, CRA Building,
Safdarjung Airport,
New Delhi-110003
GST # 07AAFCA9618L2Z9
PAN # AAFCA9618L

Date: 19.11.24

SUMMARY OF BIDDING INFORMATION

Sl.No.	Particulars	Details
1.	Tender subject	Hiring of Private Security Agency to provide security guards to AIESL ,PAN India
2.	Availability of Bidding Document	GeM Portal : www.gem.gov.in and AIESL's website: www.aiesl.in
3.	Last date and time for bid submission	29 th Nov,2024 by 1500HRS
4.	Place of submission of bid	GeM Portal : www.gem.gov.in
5.	Date and Time of Technical Bid Opening	29 th Nov,2024 BY 1530HRS
6.	Validity of Price Bid	120 days from the opening date of technical Bid.
7.	Earnest Money Deposit	Rs. 2 lakhs through NEFT/RTGS.
8.	Email Ids for communication	cso.aiesl@aiesl.in and raj.gupta@aiesl.in

Note: Commercial Bids of only technically qualified bidders shall be processed directly by the GeM portal.



GENERAL TERMS & CONDITIONS

AI Engineering Services Ltd. 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 bidders or without any obligation to inform the bidders 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 bidders having right to object to such reissue.

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

- | | | |
|-----|-------|---|
| 1.1 | AIESL | - AI Engineering Services Limited |
| | PAN | - Permanent Account Number |
| | GSTIN | - Goods & Service Tax Identification Number |
| | PQ | - Pre-qualification |
| | EMD | - Earnest Money Deposit |
| | MSME | - Micro, Small & Medium Enterprises |
| | LOA | - Letter of Award |
| | SD | - Security Deposit |
| | ECS | - Electronic Clearing Service |
| | NEFT | - National Electronic funds transfer |
| | TDS | - Tax Deducted at source |
| | Guard | "Guard" means security staff/personnel engaged by the service provider. |
| | BG | - Bank Guarantee |
| | PSARA | -Private Security Agency (Regulation) Act, 2005 |
| | SP | - Service Provider |
- 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:
- 1.2.1 **"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 applicable to the Tender.
- 1.2.2 **"Bid"/"Proposals"** means the proposals submitted by the bidder(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.
- 1.2.3 Bidder means the person/Company/organization/entity submitting the bids in response to this tender document.
- 1.2.4 The term **"Contract/Agreement"** shall mean the agreement entered into between AIESL and the Successful bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 1.2.5 **Successful bidder** shall mean the bidder whose technical bid and Commercial bid have been accepted by AIESL and to whom a Letter of Award is consequently issued by AIESL and the same has been accepted by such Successful bidder in writing.
- 1.2.6 Term means period of Contract.
- 1.2.7 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.

2. Bid Submission requirement:

- 2.1 Tender document giving the Eligibility Criteria, detailed Specifications & other terms and conditions is available for down-loading on free of cost basis from GeM portal www.gem.gov.in and AI Engineering Services Ltd. website www.aiesl.in.
- 2.2 Bidders are requested to carefully examine the Tender Document, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein; the bidder may seek clarification from AI Engineering Services Ltd. at email Ids : csa.aiesl@aiesl.in within 7 days from the date of uploading of the bid document by AIESL in GeM portal.

- 2.3 AIESL shall endeavor to provide clarifications and such further information with respect to the emails received which it may, 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 for emails received after above 7 days.
- 2.4 The Bids should be neatly presented, signed and stamped on all pages of the tender document and all the enclosures accompanying the tender document. Bidders must submit this form duly completed & signed this document. Each column should be filled neatly.
- 2.5 The tender document must be serially numbered with page numbers marked on each page and signed by the bidder. The bidder shall also sign with date, the last page of the Tender Document and stamped with company seal.
- 2.6 The bid shall contain the name of the authorized signatory with designation, postal address, email address, contact no.
- 2.7 The Tender document shall include the documentary proofs for qualifying requirements wherever specified.
- 2.8 Successful bidder or bidders will be selected on the criteria described in this Tender.
- 2.9 Bidders 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.

2.10 **Submission of Bids:**

The bidders should submit their e-Bids in a two-bid format i.e Technical bid as per bid format in the tender document and financial quote as per the GeM format and process.

i) Technical Bid:

The Technical Bid as per format at Annexure-B must be submitted separately through GeM portal **on or before 29th Nov,2024 at 1500 hrs. (bidders to mention due date and time in the blank space)** along with the requisite proof of submission of EMD / EMD exemption details (Sr.No.20 of Annexure-B) in place of EMD and Annexure-E duly filled and signed. The Bidders must furnish the Technical Bid along with scanned copies of all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(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.

ii) Commercial/ Financial Bid:-

Submission of commercial/ Financial Bid by the bidders shall be as per pre-filled format in GeM portal.

- iii) The issue of this Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.
- iv) Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery Fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.

- v) No bidder shall submit more than one Bid against this Tender. The bidders may go through the GeM portal instructions and follow them for submission and revision of bids etc.
- vi) **The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened by the GeM directly.**
- vii) If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will stand extended and updated details get reflected in GeM portal.
- viii) AESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.

3. **OPENING OF BIDS**

On the designated date of opening of tender, only the 'Technical Bids' will be opened.

4. **Grounds for Rejection of Bids**

AESL may reject the bids at its discretion on following grounds:

- i. 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 bid will be rejected without any reference to the bidder. No correspondence will be entertained in this regard.
- ii. 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.
- iii. All relevant supporting documents attached with the said bids must be duly signed and stamped by the bidder. In case the bids are not accompanied by any and all supporting documents, the bid is liable to be rejected.
- iv. If only the technical bid has been uploaded and the Commercial bid has not been uploaded and vice versa.
- v. If the Tender has been received by email or in any other manner as the one mentioned in the Tender.
- vi. If the Tender has not been signed by the authorized signatory of the bidder.
- vii. If the technical bid has been submitted without EMD or the EMD has been submitted in a mode other than as specified in the Tender or without EMD exemption letter, if eligible.
- viii. If the bid has been received without the undertaking of acceptance of all terms & conditions.
- ix. The above list is only illustrative and there can be other relevant grounds of rejection of bids.

5. **Eligibility Criteria:**

- 5.1 The bidder must have PAN, GSTIN, ESI Registration No and PF Registration No. at the time of application of tender. Self-attested copies of PAN, GSTIN Number, ESI Registration No. and PF Registration Number must be enclosed along with the Technical Bid.
- 5.2 The bidder must have an average annual Turnover of **Rs 2.27 crores (Rs. Two crores and twenty seven lakhs only)** in any three Financial Years between 2018-2019 to 2022-23. Self-attested Copy(s) of audited Balance Sheet and **Profit & Loss account** of the above three Financial Years must be provided with the technical bids and copies of ITRs in respect of same three FYs must be provided.
- 5.3 The Bidder may be a Sole proprietor/ Partnership firm/ Company registered under the Indian Companies Act, 1956 or Indian Companies Act, 2013. Please attach self-attested copy of relevant deed/registration certificate/incorporation certificate.

- 5.4 The Bidder shall have a working office in the location for which the quote is being submitted. Please provide proof like Rent Agreement/Electricity Bill /Registration Document etc. In the name of the bidder. In case the bidder is not having a working office at a particular location, then the bidder may submit an undertaking to setup the office within 30 days of signing of LOA.
- 5.5 The bidder must have experience in providing security services to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations of repute for 3 years during the preceding five years as on 31.3.2024 as per the matrix given below.
- a) Three security services contracts costing not less than Rs.3 crores.
 - b) Two security services contracts costing not less than Rs.3.8 crores.
 - c) One security service contract costing not less than Rs.6 crores.
- 5.6 Please submit copies of Agreements/Work Orders as proof of the above.
- 5.7 Satisfactory performance certificate from at least two clients to whom these services have been provided must also be attached with the technical bid
- 5.8 The bidder must have valid PSARA license of the States for which bid is being submitted for provisioning of security services. It is the responsibility of the successful bidder to keep the validity of PSARA License valid during the entire period of the Contract. Copy thereof must be attached. **No bid with “PSARA under process” shall be considered.**
- 5.9 The service provider/company or any of its subsidiary, must not have been blacklisted by AIESL or any other Govt./Public Sector Undertakings. (Annexure-F to be duly signed and attached.)
- 5.10 Earnest Money Deposit (EMD) – Rs.2.00 lakhs (Rs.Two Lakhs Only) Proof of remittance of EMD-UTR/Bank reference No. to be submitted. Or Exemption letter for EMD as stated in para 17.6 below.
- 5.11 A Bidder is required to submit bid for at least four locations out of the seven locations mentioned in Para 1.i (b) Scope of Work & Penalties, Annexure -A of the Tender Document. Contract shall be issued for one or more locations for a particular bidder as selected by the GeM process i.e one bidder may be awarded only one location and another bidder may be awarded for more than one location. **L-1 shall be determined location-wise as per GeM process.**

6. **Other requirements**

The bidder is responsible for possessing a valid PSARA License issued by the concerned authority of respective State Governments. It is the responsibility of the successful bidder to keep the validity of the PSARA throughout the Contract Period. **No bid with “PSARA under process” shall be considered.**

7. **Amendments**

Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the both gem portal and web site of AIESL, (www.aiesl.in). The bidders are therefore, advised to visit both gem portal(www.gem.gov.in) and web site of AIESL, (www.aiesl.in) regularly till the date of closing of the Tender (or extended date, if any).

8. **Modification of Bids**

- a. On account of any amendments, being made to the Tender the bidder shall have a right to modify and upload their bid in the gem portal 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 bidder received and submitted before the due date (or extended due date, if any) shall be final and binding on the Bidder.
- b. The Bidder is also allowed to modify the bid any time prior to the date and time of submission of the bids on GeM portal.
- c. At any time prior to the last date for submission of bids, AIESL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this Tender document by an amendment. In order to afford reasonable time to bidders 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 on its website and gem portal.

9. Withdrawal of Bid after due date:

The Bidders are not allowed to withdraw their bids after the due date and during the technical bid evaluation process. Withdrawal of bid during this period would result in forfeiture of bidder's EMD.

10. Technical bids and Commercial bids evaluation

10.1 Technical bid:

- i) The technical bids submitted would be evaluated to verify the suitability and competency of the bidder 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 bidders meet the requirement under Scope of Work of AIESL, as per the eligibility criteria and compliance to other terms and conditions of the tender.
- ii) It may be noted that the bids would be evaluated based on their response to the Eligibility criteria and the technical information provided by the bidders. Bidders meeting the Eligibility Criteria after due verification of documents, technical information and details as per technical bid format would be qualified in the technical evaluation process.
- iii) The bidders are advised to carefully provide the relevant details/information asked for in the technical bid format along with required supporting documents thereof.
- iv) The bidder must also submit the requisite amount of EMD of Rs.02 Lakhs (Indian Rupees two lakhs only) or applicable EMD exemption certificate and declaration as per Annexure -I
- v) AIESL reserves the right to seek documents/ information / clarifications from the bidders as it may deem necessary for the purpose of evaluation of the Technical Bids, to determine their suitability or otherwise for this tender.
- vi) The verification of the information submitted by the bidder through a site visit by the Technical Committee of AIESL may also be the part of the Technical Evaluation.

11. Commercial/ Price bid:

The Commercial bids of only those bidders who qualify on evaluation of their Technical Bids would be opened by the GeM directly. **L-1 shall be determined location-wise as per GeM process.**

AIESL reserves the right to award contract to all locations or any of the locations.

12. Points to be noted with respect to wages and other charges:

- i. AIESL will not accept inclusion of any additional costs, if requested for by the bidders after opening of the tender excepting the following circumstances.
- ii. It shall be the duty of the service provider to make payment of minimum wages to the guards as revised by respective State Govts./Wage Boards from time to time and compliance with applicable labour Laws/Social security requirements.
- iii. Any increase in wages / Govt. Duties and levies after submission of the bid and during the Contract period shall be paid by the SP which shall be reimbursed by AIESL. Similarly, any reduction in such Govt. Duties and levies, same shall be passed on to the AIESL by the SP.
- iv. In case of applicability of Airport Levy in any of the seven locations, the same shall be reimbursed separately on actuals subject to production of invoices along with relevant supporting documents.

13. Disqualifications:

The bid may be disqualified during the evaluation process in following circumstances:

- i. The bidder has made misleading or false representation in the forms, statements, and attachments submitted,
- ii. The bidder has been into any kind of legal dispute or arbitration in the past or at present with AIESL or its sister companies
- iii. The bidder has been blacklisted.
- iv. The bid offer has been made by an intermediary/agent/middleman.

14. Award of the Contract, Acceptance and Commencement:

- a. The Successful bidder(s) finally selected as per GeM procedure shall be awarded Letter of Award (LOA) which shall be accepted by the bidder within 7 days of its issue and receipt and commence the services within 30 days from issuance of LOA.
- b. The successful bidder shall submit "Details of security personnel's to be deployed along with medical fitness certificate issued by a valid Allopathic medical practitioner within 10 (Ten) 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.
- c. The successful bidder must execute an agreement with AIESL on a non-judicial stamp paper of value as applicable within 30days from the date of acceptance of LOA.
- d. Contract shall be issued for one or more locations for a particular bidder as selected by the GeM process i.e one bidder may be awarded only one location and another bidder may be awarded for more than one location.

15. Zero deviation:

Bidders 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 shall submit an **EMD of Rs. 02 lakhs /- (Rs. two Lakhs only)** through Electronic Bank transfer to the given Account Number and Bank Particulars below. If the Service provider is seeking exemption from submission of EMD as per Para 17 of this tender, they must submit the relevant documents.

Note: For the purpose of uploading format in GeM, we have bifurcated the EMD to Rs.14285/- for each location/gender. However, the bidder may please note that the EMD to be deposited is Rs.200000/- for bidding minimum four locations as per the tender eligibility unless exempted from EMD deposit.

- 16.1 EMD will be interest free.
- 16.2 EMD of the unsuccessful bidders will be refunded within 45 days after completion of the Tender process and after the award of the Contract.
- 16.3 EMD of the Successful bidder 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 must 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 & Enterprises (MSEs):

- 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. Udyog Aadhar Memorandum (UAM)
- h. 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 MSEs registered with District Industries Centers must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSEs 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 MSEs 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 MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD) provided they are for same services. Bidders claiming exemption from EMD are required to furnish declaration as per Annexure-E
- 17.7 **In terms of the General Terms and conditions (GTC) of the GeM 4.0 (version 1.17) dated 9.8.24, exemption to deposit EMD is also applicable to the units with annual turnover 500 crores or more at least in one of the last three completed Financial Years.**
- 17.7 **The successful MSE bidder will however be required to submit the Security Deposit equivalent to 5% of the annual contract value.**

18. Security Deposit:

- 18.1 The bidder who qualifies for award of Contract/Purchase Order will have to deposit with AIESL 5% of the annual value of the Purchase Order/Contract towards interest free Security Deposit, within 2 weeks of signing of the Contract. The Security Deposit is to be paid in favour of 'AI Engineering Services Ltd. Ltd' payable at Delhi through electronic mode (NEFT/RTGS), or by execution of a Bank Guarantee for an equivalent amount valid for the Contract Period. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the bidder. In case of Bank Guarantee the same shall be valid for a period of 60 days beyond the expiry of the contract.
- 18.2 Upon receipt of Security deposit/BG, the EMD shall be refunded.
- 18.3 The Security Deposit / Bank Guarantee shall be refunded / returned after 2 months of successful completion of deliveries (Services) against the completion of the Contract after adjusting penalties or any other recoveries, if any, that may be imposed under the terms of the Contract.
- 18.4 In case, Security Deposit is not deposited in time, the invoices shall not be processed for payment. In exceptional case, on the request of the bidder, the Security Deposit amount may be deducted from the Service providers' first bill this is however as per sole discretion of AIESL.

19. Invoices submission and Payment:

19.1 Invoice Submission:

For the services rendered in all locations (AIESL) the tax invoices shall be raised in the name of AI Engineering Services Ltd.

The successful Service provider (Contracted agency) shall provide state wise Tax Invoices for the services rendered state wise along with relevant supporting documents viz. attendance sheet, proof of payment of wages and related statutory dues in respect of the previous month

by 10th of every month. In case of statutory dues deposited after 10th of a month, reimbursement may be claimed in the subsequent month.
The invoices are to be uploaded in GeM portal and also physical copies to be submitted at the following address:

Chief Security Officer (CSO)

*AI Engineering Services Ltd,
Avionics Complex, Opp. New Customs House,
A-320 Hangars, IGI Airport, New Delhi-110037*

19.2 Payment:

- 19.2.1 The payment terms shall be 45 (Forty-five) days from the first day of submission of Invoice(s) complete in all respect for certification thereof by the User Department of AIESL.
- 19.2.2 No Advance payment shall be made by AIESL.
- 19.2.3 Payment of the undisputed amounts shall be made through ECS (Electronic Clearance Service)/NEFT mode.
- 19.2.4 The payment shall be made after deduction of applicable Tax Deducted at Source (TDS) and penalty, if any.
- 19.2.5 **GST non-compliance:** 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, AIESL reserves the right to withhold the payments to the extent of GST credit. However, if AIESL is not able to claim input GST (In spite of the corrective actions taken by the vendor), then AIESL shall reserve the right to permanently withhold payment to the extent of GST.
- 19.2.6 All payments to the successful service provider by AIESL for the services rendered by it shall be subject to the certification by the SP regarding compliances of all relevant statutory provisions with regard to payment of wages and related labour laws.

20. Service Delivery:

- 20.1 The bidder should start providing the services mentioned in the Tender within 15 days from the date of the Letter of Award (LOA).
- 20.2 The bidders 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 during the evaluation process to inspect the bidder's or partners' existing facilities in India as per details in Technical Bid(Annexure –B) in order to establish the capability of the bidder's to comply with the terms and conditions of this Tender

21. Negotiation:

Normally it is not the practice and not in work scope of AIESL to negotiate. However, AIESL reserves its right to negotiate with L-1 vendor(s), if necessary.

22. Contract Validity and Extension:

The period of contract shall be for a period of two years from the date of commencement of services with a provision to extend the contract for another ONE year on same terms and conditions on mutual agreement.

23. Requirement/Variation of Qty:

- AIESL reserves the right to increase or decrease the quantity of "Security Guards" deployment at the same rates and terms & conditions to take care of any change in the requirements during the contract period up to $\pm 25\%$.
- It is the responsibility of bidders to ensure provision of uninterrupted supply of guards as per requirement of AIESL by provisioning manpower to cater to leave/off/holidays etc.

24. Liquidated damages (LD):

- 24.1 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 be liable to pay LD of 0.5% of the undelivered services per week or part thereof subject to a maximum of 5% (five percent) of monthly contract value.

24.2 Penalties - shall be as specified in work scope.

24.3 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 successful service provider.

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

25.1 The Successful service provider shall 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:

Bidder signing the Bid and other documents in connection with the Tender signs as a proprietor in case of a sole proprietor/ partner of the firm/all partners/ Constituted attorney of the firm if it is a partnership, director or authorized signatory in case of a company/corporate.

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 of 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

There shall 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 and contract.
- 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.
- 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
- 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/AIES may have.

29. Termination of Agreement/Contract:

- i. The Contract shall expire *ipso facto* upon the expiry of the Contract Period i.e., 02 (Two) years from the date of execution of the Contract if not be extended.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of a breach of confidentiality, the Contract can be terminated by AIESL with notice period of 30 days.
- iv. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.
- v. Notwithstanding the above, AIESL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 30-day prior written notice to the Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AIESL with a 90-day prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations

during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

30. 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.

31. 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.

32. 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/AIAHL 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.

33. 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 subsequent amendments. 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 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 their registered addresses.

Annexure-A

Scope of Work and Penalties:

1. The Specifications of Skilled Security guards:

Skilled Security Guards to be deployed by the SP shall be strictly as per specifications provided in below Scope of Work.

The details of security guards intended to be provided by the successful service provider at the commencement of the contract must be submitted to AIESL for scrutiny and concurrence Ten (10) working days prior to such deployment in AIESL. However, in case of replacement during the contract period the same shall be submitted in three (03) working days prior to such replacement.

1.i Functional Requirements: Qualification criteria for personnel deployed:

Post	Physical Standard		Age in Years	Education	Other Qualitative requirement
	Height	Weight			
Male Security Guard, skilled (Unarmed)	5'6"	55 kg	19-45	12 th Pass	Must be able to read & write Hindi, English & Local Language.
Female Security Guard, skilled (Unarmed)	5'3"	45 kg	19-45	12 th Pass	Must be able to read & write Hindi, English & Local Language.

Note: 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.

- Work Timings, Hours and reporting:** 7 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. Deployment on Sundays/holidays may be lesser than working days.
- Indicative total requirement:** State wise requirement of guards are given below: The requirement of guards and locations given is subject to **increase or decrease at short notice of one month**. The requirement of various personnel is as follows:

Sl. No.	Locations	State	AIESL
1.	Mumbai	Maharashtra	25
2.	New Delhi	Delhi	38
3	Kolkata	West Bengal	17
4	Hyderabad	Telangana	14
5	Trivandrum	Kerala	14
6	Nagpur	Maharashtra	17
7	Chennai	Tamil Nādu	06
Total			131*

Note: * There is requirement of 18 Female Guards out of 131. This may be increased or decreased as per the requirement.

- c) Commencement of Services: Date of Deployment of security manpower/guards after 15 days of acceptance of LOA.
- d) Place of work: Where AIESL MROs are situated or as per requirement by the Company (PAN India). Actual Locations in each state will be intimated at the time of signing of LOA.
- e) Service Standards:
The services rendered shall adhere to the standards, time /procedures as specified in this document. The Service Provider shall be solely responsible to provide the required manpower at all times.

2. SCOPE OF WORK

A total of 131 Skilled Security guards are required to be deployed at different locations as given above.

1. The Security guards to be deployed must be able to read and write in Hindi, English and preferably in local language.
2. Security guards need to perform regular access / exit control duties for men, vehicles and Goods at main gate of MRO for which basic training is required to be provided by the SP.
3. Security manpower is able to use basic security equipment like HHMD, DFMD, and UVSM and Search light etc. This equipment shall be provided by the AIESL.
4. Agency shall have valid PSARA and maintain the validity of the same during the contract period.
5. Security manpower should be well versed in Guarding and Patrolling duties.
6. Security manpower should have Basic knowledge of fire fighting with help of standard Firefighting equipment's/ Fire Alarm available at site.
7. Agency able to deploy and work round the clock and whole year.
8. Security manpower must have communication skills.
9. Security manpower must be able to use Mobile phones and applications for work related tasks.
10. Basic awareness of up keeping of records and must be able to interact with Airport Operators for security related issues.
11. Security Manpower must be minimum 12th standard qualified.
12. Security manpower must be mentally and physically fit. A fitness certificate must be provided at the time of deployment and re-issued once in a year.
13. Security manpower should also prevent any unsocial, unlawful and sabotage attempt.
14. Agency should be able to address all the onsite security related issues on site to mitigate within 24 hrs. from the time of complaint raised.
15. All Security manpower must have proper turnout in uniform with name-badge and company ID card.
16. All security manpower must not consume any toxic, narcotic. Tobacco, Alcohol while on duty. The guards may be subjected to **Breath Analysis Test (BA Test)** periodically by AIESL.
17. All Security manpower must be Punctual on duty.
18. Security manpower should also maintain office discipline, rules and regulations of the company at all times.
19. Agency may have BCAS clearance/ approval, which is desirable but not necessary.
20. Security manpower must undertake Monitoring of CCTV.

21. Security manpower has to undertake Visitor control into AIESL premises.
22. Security manpower has to do Incident reporting.
23. Check all doors, windows, lock etc. after close of office hours.
24. Security manpower will have to collect and to keep in safe custody all the AEPs and keep a record of it whenever and where ever desired by AIESL.
25. Security manpower will have to liaise with Law enforcing agencies and other Regulators like Police, BCAS and Airport Operators.
26. Suitable system for monitoring of attendance of the deployed personnel at different locations must be in place and is the responsibility of the service provider. The same can be checked and verified by AIESL at any time whenever required." In case of deficiency of the service/attendance, penalty as stipulated at point no.3 under " Scope of work & penalties "shall be levied by AIESL and recovered from the invoices.
27. Supervision, Training, regular briefing and overall administration and control of the guards deployed shall be the sole responsibility of the service provider.
28. Background check, Police verification of the guards to be deployed is must .Police verification certificate must be provided for every guard.

The above work scope may be amended, if required by AIESL.

3. **PENALTIES:**

In case deficiency in services provided, the following penalty may be imposed:-

1. If guards are found with improper uniform, lacking in training, found to be repeatedly in disciplined at site the SP will be intimated and if not rectified , Rs 500/- per day per person. Repeated offense: Rs 1000/- per day per person.
2. Unauthorized absence from duty location/refusal to perform assigned duties: Rs 1000/- per person on first day and any repeated absence Rs 1500/- per day per person.
3. Found intoxicated while on duty; Rs 2000/- per day per person.
4. Failing to report any incident or disobey written official orders/ duties; Rs 1000/- per day per person.
5. Causing damage to company property: minimum of Rs 5000/-or actual cost of damage, whichever is higher.
6. Theft of company property; minimum of Rs 5000/-or actual cost of damage, whichever is higher. Further, SP is also required to replace the guard involved in theft.
7. Punctuality: first occasion is warning, second time; Rs 100/- per day per person, third time or more Rs 500/- per day per person.
8. Demanding bribe: SP is also required to replace the guard involved and penalty of Rs 5000/- per person.

Above stated penalties shall not exceed 10% of the invoice value.

Above is only illustrative list of penalties. AIESL reserves the right to impose penalties as deemed necessary if the SP fails to take remedial measures to deficiencies in services pointed by AIESL.

4. **CONDITIONS RELATED TO THE WELFARE OF Security Guards deployed:**

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 annually for each guard.

Proper attendance records should be maintained meticulously and produced to AIESL every month along with invoices for wages claimed.

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 & other statutory dues and challans while submitting the invoice every month.

Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965. The same shall be reimbursed by AIESL as per proof of payment.

The Service provider shall in respect of man power employed by him, inter alias, comply with the statutory provisions, rules & regard to all matters provided therein.



Technical Bid Form – Part A

1. Bidders are requested to read and understand the bid requirements and scope of work before filling in the Technical Bid Form.
2. Please attach relevant supporting documents as required.
3. All column should be filled or write NA wherever details are not given, blank field will be treated as NA.

1.	Name of Contract	Hiring of Private Security Agency to provide security guards to AIESL - PAN India																					
2.	Name of the Bidder/Establishment/ Firm/ Organization/Company																						
3.	Please specify whether the bidder is a Sole Proprietor/Company Establishment/Partnership firm (Enclose Proof like Registration/Incorporation Certificate/deed etc.)																						
4.	Full Address of the Registered Office & Correspondence address																						
5.	Name of contact Person.																						
6.	Telephone No. / Mobile No.																						
7.	Email ID																						
8.	PF Registration certificate in the name of Service provider (ATTACH COPY)																						
9.	ESI Registration certificate with the seventeen-digit code allotment letter in the name of service provider (ATTACH COPY)																						
10.	PAN (ATTACH COPY)																						
11.	TAN																						
12.	Goods & Service Tax (GST) Registration No. (ATTACH COPY)																						
13.	<p>a) Please specify the locations for which the bid is submitted.</p> <ol style="list-style-type: none"> 1. Mumbai 2. Nagpur 3. Chennai 4. Delhi 5. Hyderabad 6. Kolkata 7. Thiruvananthapuram <p>Note: The bidder may submit the bid for all locations or at least for any four out of the seven locations.</p> <p>b) The Bidder shall have a working office in the location for which the quote is being submitted. Please provide proof like Rent Agreement/Electricity Bill /Registration Document etc. In the name of the bidder. In case the bidder is not having a working office at a particular location, then the bidder may submit an undertaking to setup the office within 30 days of signing of LOA.</p>	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ <p>Proof /undertaking attached</p>																					
14.	License under PSARA act (ATTACH COPY of PSARA for each state for which bid is being submitted.) Please attach a separate sheet, if necessary. PSARA “applied for” or “under process” shall not be considered.	<table border="1"> <thead> <tr> <th>S.No</th> <th>State</th> <th>License No.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S.No	State	License No.																		
S.No	State	License No.																					
15.	<p>The bidder must have experience in providing security services to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations of repute for 3 years during the preceding five years as on 31.3.2024 as per the matrix given below.</p> <p>a) Three security services contracts costing not less than Rs.3 crores.</p>																						

	b) Two security services contracts costing not less than Rs.3.8 crores. c) One security service contract costing not less than Rs.6 crores. Please furnish the details of contracts as per format given at Sr.22 below along with relevant supporting documents.									
16.	The bidder must have an average annual Turnover of Rs 2.27 crores (Rs. Two crores and twenty seven lakhs only) in any three Financial Years between 2018-2019 to 2022-23 Please submit turnover details of any three Financial Years between 2018-2019 to 2022-23 . Self-attested Copy(s) of audited Balance Sheet and Profit & Loss account of the relevant three Financial Years must be provided.									
17.	<table border="1"> <thead> <tr> <th>Year</th> <th>Turnover (Rs.in Crs)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> </tbody> </table>	Year	Turnover (Rs.in Crs)	1.		2.		3.		
Year	Turnover (Rs.in Crs)									
1.										
2.										
3.										
18.	Copies of ITRs in respect of above three FYs. 1. _____ 2. _____ 3. _____									

19. Earnest Money Deposit Details:		
Amount Rs. 200,000/-	Name of Bank	UTR No./Bank Ref. and Date

20. If **EMD exemption** claimed under MSEs /SSI/ NSIC/ Udyog Aadhar or in terms of point 17.7 of the tender document, please provide the particulars along with copies of relevant certificate/supporting documents.

Exemption claimed as MSE/SSI/ NSIC/ Udyog Aadhar or in terms of point 17.7 of the tender document	Certificate No/ supporting documents	Date

21.	Have your company been Blacklisted by any agency of the airport or elsewhere	YES/ NO (If Yes, give details)

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

22. Experience Details:

Sr.No.	Name Of Contract	Name &Address of Client	Period of Contract (From...to....) and value thereof .	No. of Personnel Employed	Satisfactory performance attached(Y/N)
I					
II					
III					
IV					

(Separate Sheet may be attached, if needed.)

23. Any other information which the bidder may like to furnish, separate sheet may be enclosed.
In support of above information self-attested copies of all Documents, wherever required be enclosed.

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

PARTICULARS		Yes	No
1	Technical Bid format Annexure-B, duly typed with particulars on bidder's any letterhead.		
2	Self-Attested copies of: -		
	a. Company Incorporation Certificate/ Establishment certificate /Partnership Deed		
	b. PF Registration certificate		
	c. ESI Registration certificate with the seventeen-digit code allotment letter		
	d. PAN No.		
	e. GST Registration certificate		
	f. PSARA License copies in respect of State(s) for which bidding.		
	g. NSIC/ SSI/MSE/UAM certificate, if EMD exemption applicable.		
	h. IT returns for three financial years as required in Tender Document.		
	i. Balance Sheet and P/L account for Financial for three as required in Tender Document.		
	j. Relevant experience documents.		
	k. Letter of authorization for signing the bid document issued by the director/ proprietor		
	l. Undertaking/ declaration (Annexure-D,E &F)		
	m. Proof of working office/ Undertaking at the location(s) bidden		
3	Tender document duly signed, stamped and completed in all aspects.		

It is confirmed that we have carefully gone through and 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 our knowledge and belief and nothing material is concealed and I am authorized to sign this Technical Bid document.

Date.....

Signature of Auth. Signatory:.....

Name of Auth. Signatory:.....

Designation of Auth. Signatory:.....

Company Name & Seal

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
AIESL.

WHEREAS (Name and address of the supplier) (hereinafter called "the SP") 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 bank recognized 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 caveat, 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



To,
AI Engineering Services Ltd.
Safdarjung Airport,
New Delhi - 110003

UNDER TAKINGS/CERTIFICATION

It is certified that:

- a. There are no hidden costs to AIESL over and above as quoted in our bid. 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.
- b. The commercial Bid will be valid for a minimum period of 120 days from the date of opening of Technical Bid.
- c. All the pages of the bids are being signed and stamped.
- d. I hereby confirm that I am authorized to sign the tender document.
- e. 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



FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To
AI Engineering Services Limited
Safdarjung Airport
New Delhi - 110003

I/ We, the authorized signatory of M/s,
participating in the subject tender No GEM/2024/B/5619490 for the item / job of
HIRING OF PRIVATE SECURITY AGENCY TO PROVIDE SECURITY GUARDSTO
AIESL , PAN INDIA, do hereby declare the following:

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year from the date of committing such breach.

Authorized Signatory

Signature of Signatory _____

Name of Signatory _____

Seal of company

Place: _____

Date: _____



Annexure-F

(To be printed on bidder's company letter head and submitted along with Technical Bid)

To
AI Engineering Services Limited
Safdarjung Airport
New Delhi - 110003

ACCEPTANCE OF TERMS AND CONDITIONS

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. We confirm that the service charges quoted in the pre-filled financial bid in GeM portal will remain valid for 120 days from the opening of Technical Bids.
4. In case AIESL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
5. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
6. I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
7. I/we confirm that none of our Director/Partner/Proprietor has been blacklisted by any PSU or Government Department.
8. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization and any of our Director/Partner/Proprietor is found to be black listed may result in disqualification/termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.
9. All the Pages of the bid document including annexures are duly stamped and signed.

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Date: _____

Place: _____