

**SERVICE AGREEMENT**

**FOR**

**DEPLOYMENT OF PRIVATE SECURITY AGENCY FOR UNDERTAKING NON CORE SECURITY  
FUNCTIONS**

**AT**

**INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI**

**BETWEEN**

**DELHI INTERNATIONAL AIRPORT LIMITED**

**AND**

**[•]**

**SECURITY SERVICE AGREEMENT**

This Non-core Security Service Agreement (hereinafter referred to as the “**Agreement**”) is made at New Delhi, India on this [•] of 2022.

**Between**

**Delhi International Airport Limited**, a company incorporated under the laws of India and having its registered office at New Udaan Bhawan, Opposite Terminal-3, Indira Gandhi International Airport, New Delhi 110037, (hereinafter referred to as “**DIAL**” which expression shall unless the context requires otherwise include its successors and assigns);

**And**

[●], a company incorporated under the Companies Act, 1956/2013 having its registered office at [●] (hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the OTHER PART.

(DIAL and the Service Provider are individually referred to as a “**Party**” and collectively as “**Parties**”)

**WHEREAS:**

- A. The Airport Authority of India and DIAL have entered into the Operations, Management and Development Agreement, wherein AAI has granted to DIAL the exclusive right and authority during the term of the OMDA (including any renewal thereof) to operate, maintain, develop, design, construct, upgrade, modernize, finance and manage the Indira Gandhi International Airport, New Delhi (“**Airport**”).
- B. DIAL has a vision for the development of an Airport as an airport of the highest international standards with emphasis on world class development, safety, functionality, customer and passenger service, modern architecture and efficient and environmentally friendly operations.
- C. In order to maintain the security of the Service Area (*as defined below*) at the Airport, DIAL desires to engage a well-established and experienced Private security Agency (*as defined below*) for undertaking the non-core security functions at Airport and for this purpose, DIAL had issued a Request for Proposal dated [●] (“**RFP**”) requesting interested parties to submit their proposals in response to the RFP for undertaking the Services (as defined below).
- D. After evaluating all the proposals received by DIAL in response to the RFP, the Service Provider was selected as the Successful Bidder <sup>1</sup>for the performance, execution and implementation of the Services at the Service Area(s) and has been issued the letter of intent to award dated [●] (“**LOIA**”) requiring *inter-alia* execution of this Agreement by the Service Provider, subject to the satisfaction of all terms and conditions set out under the RFP and LOIA.
- E. The Service Provider has represented that it has the experience, expertise, capability and know-how in provision of security services, and shall ensure that the Services are performed, executed and implemented, in accordance with the terms of this Agreement and Applicable Laws in a safe and environmentally responsible manner.
- F. Based upon the representations and warranties made by the Service Provider in its Proposal, and the conditions of the LOIA as issued, DIAL has agreed to obtain the Services from the Service Provider on the terms and conditions as contained in this Agreement, and the Service Provider, in consideration of the Contract Sum, agrees to carry out and perform the Services to the entire satisfaction of DIAL and in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of mutual promises, representations and warranties, covenants and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties agree to the following terms and conditions and to be bound thereby:

- a. This Agreement
- b. Conditions of the Agreement
- c. Schedules to the Conditions of the Agreement (Schedule 1 to Schedule 5)

This Agreement will be governed by and construed in accordance with the laws of India. Each Party hereby

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<sup>1</sup> This may change if the Successful Bidder intends to incorporate SPV for the purpose of undertaking the Services.

submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS whereof this Agreement has been executed and delivered as an agreement by the Parties the day and year first before written and in accordance with laws of India

<div>FOR AND ON BEHALF OF</div> <div>DELHI INTERNATIONAL AIRPORT LIMITED</div> <div>Signature:</div> <div>Name:</div> <div>Designation:</div>	<div>[•]</div> <div>Signature:</div> <div>Name:</div> <div>Designation:</div>
<div>In the presence of:</div> <div>Signature:</div> <div>Name:</div> <div>Designation:</div> <div>Address:</div>	<div>In the presence of:</div> <div>Signature:</div> <div>Name:</div> <div>Designation:</div> <div>Address:</div>

**TERMS AND CONDITIONS**

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## 1. DEFINITIONS & INTERPRETATION

### 1.1 DEFINITION

In this Agreement the following expressions shall have the meaning stated herein:

**"AAI"** shall mean the Airport Authority of India constituted under Airports Authority of India Act, 1994.

**"Affected Party"** shall mean a Party whose performance of its obligations under the Agreement is prevented, hindered or delayed in whole or in part by reason of Force Majeure.

**"Agreement"/ Non-core Security Services Agreement"** shall mean this agreement together with all schedules, appendices and annexes thereto, in each case as from time to time supplemented or modified by written document.

**"Airport"** shall mean the Indira Gandhi International Airport at New Delhi and includes all its land, buildings, equipment, facilities and means the Indira Gandhi International Airport at New Delhi.

**"Approvals"** shall mean all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of this Agreement, and all other approvals as may be required to execute, give effect to, and perform the Agreement including but not limited to the approvals from airport authorities or any other authority pursuant to this Agreement, including any third party approvals as may be required by the Concessionaire/Licensee for the purpose of undertaking the Concession/License.

**"Applicable Law(s)"** shall mean all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, by any authority, including any Governmental Authority(ies), including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or of any Governmental Authorities, AAI, as may be in force and effect during the subsistence of this Agreement.

**"Commencement Date"** shall mean the date mentioned as Commencement Date in the Notice for Commencement.

**"Government of India"** or **"GoI"** shall mean the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of Government of India.

**"GoNCTD"** shall mean the Government of National Capital Territory of Delhi and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of Government of National Capital Territory of Delhi, including but not limited to Delhi Development Authority, Delhi Cantonment Board, Municipal Corporation of Delhi etc.

**"Governmental Authority/ies"** shall mean any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, Customs, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the Agreement, including the GoI or GoNCTD or any other regulatory authority appointed by the GoI or GoNCTD having jurisdiction in relation to the subject matter of this Agreement under Applicable Law.

**"Contract Sum"** shall mean the amount payable by DIAL to the Service Provider, in consideration for the performance of the Services, for the Term, in the manner and as per the terms of Clause 5.1 of this Agreement and Schedule 3 attached hereto.

**"DIAL Confidential Information"** shall mean and include all information, reports, analysis, studies, data, specifications, particulars, all documentation, manuals, policies, flow charts, business plan, know-how, Intellectual Property, discoveries, ideas, concepts, papers, techniques, models, financial lay-out, business projections, passenger profile, technical or commercial information, information concerning any legal proceedings, and design documents, drawings, diagrams, geographical data, assessment reports, research data, processes, procedures and guidelines, whether verbal, written, tangible, representational, in electronic form or otherwise, made/disclosed by (and/or on behalf of) DIAL to Service Provider or obtained directly or indirectly from DIAL or its representatives, group companies, associates or advisors, by the Service Provider or to which the Service Provider has access pursuant to rendering the services/undertaking the Services under this Agreement or engaging with DIAL in any manner; whether or not owned by DIAL and related to Airport and or DIAL and/or its operations; the existence or status of such negotiations or communications or other facts pertaining to this Agreement; and information disclosed by DIAL through its authorized third parties; except the information which is generally available in the public domain other than by any unauthorised actions or fault of the Service Provider; or which is in the possession of the Service Provider with a right to disclose.

**"Force Majeure"** shall have the meaning as ascribed to it under Clause 15.

**"Good Industry Practice"** shall mean the exercise of that degree of skill, diligence efficiency, reliability and prudence and those practices, methods, specifications and standards of equipment, safety, services and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced security service agency.

**"Intellectual Property"** means any and all copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, designs, circuit layouts, copyrights and all other rights resulting from intellectual activity of DIAL.

**"Key Personnel"** shall mean the personnel identified as such by the Service Provider in the organization chart submitted to DIAL as per Schedule 4.

**"Month"** means an English calendar month.

**"Notice for Commencement"** shall mean the notice issued by DIAL to the Service Provider prescribing the Commencement Date for the commencement of Services.

**"OMDA"** means the agreement dated April 4, 2006 entered into between the AAI and DIAL whereby DIAL has been granted the exclusive right and authority to operate the Airport and undertake the Services.

**"Performance Bank Guarantee"** shall mean the bank guarantee to be procured by the Service Provider in accordance with Clause 5.4 of this Agreement;

**"Personnel"** shall mean the employees, staff, workmen of the Service Provider whether on its pay roll or any contractual person deployed by any of its contractor on the request of the Service Provider, who are either skilled, unskilled and semi-skilled and who are deployed to discharge duties under this Agreement on the terms as contemplated herein;

**"Private Security Agency"/ "PSA"** shall mean an entity/agency other than a government agency, department or organization having valid license under the Private Security agencies (Regulation) Act, 2005 ("PSARA") with relevant authority and engaged in the business of providing private security services

**"Services"** shall include provision of non core security functions as detailed out in Schedule 2 hereto.

**"Service Area"** shall mean the areas defined in Schedule 1.

**"Term"** shall mean the total period of 3 (three) years from the Commencement Date, unless terminated earlier in accordance with this Agreement.

**"Year"** shall be construed as 365 Days commencing from the Commencement Date and the last year of the Term shall be ending on the day the Agreement gets terminated either by efflux of time or in accordance with the terms and conditions of the Agreement.

## 1.2 INTERPRETATION

Unless the context of this Agreement otherwise requires:

- a) Words denoting the singular number shall include the plural and vice versa;
- b) Any marginal notes, heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation of the execution of Agreement;
- c) The term "including" shall mean "including without limitation", and any words introduced by those words or any similar expression shall be construed as illustrative only, and all derivatives of "including" shall be construed accordingly.
- d) A reference to any clauses, section, paragraph, schedules or annexure is, unless indicated to the contrary, a reference to the clauses, section, paragraph, schedules or annexure of this Agreement.
- e) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- f) References to dates and times shall be construed to be references to Indian dates and times;
- g) References to the word "days" shall, unless otherwise indicated, mean English Gregorian Calendar days;
- h) In addition to the terms defined in Clause 1.1, certain capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires;
- i) References to specific legal or regulatory provisions shall be construed as including any legal or regulatory provision which subsequently amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made there under and any guidelines issued in respect thereof. and
- j) The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof, shall not apply.

## 2. CONDITION PRECEDENTS

- 2.1 This Service Agreement shall before the Commencement Date, comply with the following conditions precedents to the satisfaction of DIAL, provided that DIAL may waive the fulfillment of any one or more of the conditions precedent described below in writing at its own discretion:
- 2.2 Service Provider shall have applicable license under Private Security agencies (Regulation) Act, 2005 (PSARA) with concerned Government State/ Union territory as defined in PSARA, 2005.
- 2.3 Security clearance of the Service Provider shall have been obtained from BCAS before commencing the operation/deployment at the non-core duty post on e-Sahaj portal. The security clearance shall be valid for a period of five (05) years from the date of issue of security clearance or the period of validity of the Service Agreement, whichever is earlier.
- 2.4 The Service Provider shall obtain approval of security programme from concerned RD, Bureau of Civil Aviation Security (BCAS), before commencement of operation/deployment, which shall also be shared with ASG (CISF/Police) and DIAL.
- 2.5 The security Personnel shall be on the regular pay roll of the Service Provider rather than the contractual outsourced employee.
- 2.6 Service Provider shall have training facility as per registration and licensing terms of PSARA, 2005.
- 2.7 Service Provider shall ensure imparting of such training to its security guards and supervisors, before induction for that component of personnel that intends to get deployed at Service Area at the Airport. Personnel (security guards and supervisors) shall undergo the following training:
  - 2.7.1.1 Five days Induction training at any BCAS accredited Aviation Security Training Institute (ASTI);
  - 2.7.1.2 After completion of induction training, shall undergo Basic AVSEC course of thirteen (13) days at any BCAS accredited Aviation Security Training Institute (ASTI);

### 3. APPOINTMENT AND TERM

- 3.1 Relying and acting upon the representations, warranties and covenants of the Service Provider as more particularly set out hereunder, DIAL hereby appoints the Service Provider to provide the Services on non-exclusive basis from the Commencement Date and the Service Provider hereby accepts the appointment for the provision of the Services. Service Provider shall commence the provision of Services from the Commencement Date. The Service Provider shall ensure that it shall at all times comply with all the requirements as provided in the Schedule 2 with regard to the execution of the Services, training, induction, deployment of the Personnel, eligibility for the deployment of the Personnel and other conditions provided therein. Failure to provide the Services in terms of the Schedule 2 will attract Liquidated Damages which shall be levied in terms of the Schedule 2. This will be in addition to other rights that DIAL may have under the Applicable Laws or provided in any other clause of this Agreement. Nothing contained in this Agreement shall be deemed to construe as a waiver of any delay or default committed by the Service Provider. DIAL shall be entitled to deduct and retain the same from any payments to be made to the Service Provider under this Agreement and/or require the Service Provider to pay such amount to DIAL within 14 (fourteen) days after receipt of the notice pursuant to this Clause notwithstanding any dispute between the Parties as to the amount due or the liability to make payment of the same. The Parties acknowledge that the Liquidated Damages for delay are a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by DIAL in the event of any such failure on the part of the Service Provider and the Service Provider irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the levels of such liquidated damages are not reasonable. The payment of liquidated damages does not in any way relieve the Service Provider from any of its obligations under this Agreement.
- 3.2 The Service Provider shall be responsible to obtain all necessary Approvals and permits for provision of Services on the Commencement Date and shall continue to maintain the same during the entire Term. The Service Provider shall ensure that the Service Provider has all registrations and security clearance from Bureau of Civil Aviation Security (BCAS), and the personnel of the Service Team who are required to enter the Service Areas, has Airport Entry Passes, if required by the BCAS.
- 3.3 The Services shall be performed and implemented fully and faithfully by the Service Provider, during the Term, in accordance with the terms of this Agreement, the Applicable Laws including the PSARA/ AVSEC Circular 03/2021 and other labour laws and Good Industry Practice, or as may be reasonably inferred from this Agreement to the satisfaction of DIAL.
- 3.4 The Service Provider acknowledges that it is essential that it cooperates fully and in every reasonable way with DIAL as well as all airport contractors, other service providers, licensees and all other entities providing services at the Airport, including, BCAS, police and other Government Authorities working at the Airport (collectively referred to as “**Airport Operation Entities**”) to ensure that the Airport functions seamlessly and without impacting its operational efficiency. The Service Provider undertakes and agrees to provide such cooperation to DIAL, Airport Operation Entities as is necessary to ensure optimal operational efficiency of the Airport and shall comply with all reasonable requests and directions of DIAL in this regard.
- 3.5 The Service Provider understands that in the event of any directions from the Governmental Authority, the location/areas/duty posts as mentioned in the Service Areas may undergo change during the Term of the Agreement, which will be informed to the Service Provider on a timely basis.

### 4. OBLIGATION OF THE SERVICE PROVIDER

- 4.1 The Service Provider shall render the Services as provided in the Schedule 2 at the Service Area as per the Service Performance Standards on a round the clock basis, during and throughout the Term, irrespective of any holidays, strikes, lock-outs as per the Applicable Laws, or occurrence of any Force Majeure event or otherwise. The Service Provider shall arrange the roster of the Personnel in such a manner that the security person's working shift is as per the Applicable Laws.
- 4.2 The Service Provider shall:
- perform the Services, fully and faithfully in accordance with the DIAL's requirements (as communicated by DIAL, Good Industry Practices / standards and Applicable Laws or as may be reasonably inferred from this Agreement, to the satisfaction of DIAL and shall comply with all

instructions and directions issued by DIAL to the Service Provider on any matter connected with or arising out of or under this Agreement. DIAL may from time to time advise the Service Provider on DIAL's comprehensive philosophy and systems for implementation of safety practices to confirm to regulations, guidelines and best international industry practices at the Airport

- b. always act in the best interests of DIAL and the Airport and shall exercise reasonable care and skill in providing the Services regularly and in an efficient and cost effective manner.
- c. provide the Services at all times to ensure that the Airport at all times meets the requirements of an international world class airport and other safety norms set out under the Applicable Laws.
- d. shall be solely responsible, at its own cost and expenses, to obtain, maintain, renew and update the Approvals, for the provision of the Services.

4.2.1 The Service Provider acknowledges and confirms that the Service Provider shall not without the prior written consent of DIAL:

- a. Sub-contract or assign all or any part of its obligations under this Agreement nor enter into any contractual or other commitment with any third party in relation to the Services or the Service Area;
- b. Issue any instruction, give any approval or consent or communicate any decision in relation to the provision of the Services, which the Service Provider is not expressly obliged to issue or give or communicate independently from DIAL.

4.2.2 The Service Provider shall issue to all his Personnel, identity cards to enable them to access/ enter the Service Areas. The Service Provider shall also provide clean and suitable uniforms to Personnel, mandated to render the Services. The Service Provider shall not be permitted to engage any person for the performances of Services, unless the name of such person is entered on the muster roll of the Service Provider. The Service Provider shall also submit to the DIAL, the details/ antecedents of each of Personnel appointed by the Service Provider for rendering the Services at the Service Areas.

4.2.3 The Service Provider shall ensure appropriate conduct and behavior of its Personnel. The Service Provider shall be responsible for the discipline of its Personnel. DIAL may require the Service Provider to forthwith replace such Personnel, who in the opinion of DIAL, has /have failed to perform satisfactorily, misconducted in any way, is/are incompetent or negligent, or whose involvement in the Services is detrimental to the interests of DIAL.

4.2.4 The Service Provider shall ensure that the Personnel do not accept any rewards from any person in any form.

4.2.5 In case of:

- (i) Misuse of any facilities forming part of Service Areas; or
- (ii) During the Term of the Agreement, on account of any misuse of the facilities, negligence, misconduct, unauthorized activities, criminal activities of the Service Provider or its representatives or Personnel, the losses or damages as the case may be, is incurred to or suffered by DIAL, the same shall be payable by and be recovered from the Service Provider (including adjustment against payments to be made to the Service Provider under this Agreement).

4.2.6 The Service Provider shall ensure background verification of its Personnel, engaged at or in connection with the Service Area for the performance of this Agreement on their joining the Service Provider and thereafter. The Service Provider shall also conduct the said background verification on annual basis at its cost and responsibilities. The Service Provider shall also arrange for police verification of such Personnel and on request of DIAL shall provide such background & police verification reports of any/all of the aforesaid Personnel, with DIAL.

#### 4.3 Training

- 4.3.1 The Service Provider shall also ensure that a proper training is imparted to the employees so that they work in ethical and legal manner and meet service quality standard. The Service Provider

shall ensure that training of appropriate duration is given to the Personnel by BCAS training division before their induction at the Service Area. The Service Provider shall also ensure that it has proper training facility as per registration and licensing terms of PSARA, 2005.

4.3.2 The Service Provider shall also ensure that the Personnel (security guards and supervisors) shall undergo the following training before induction:

- a. Five days Induction training at any BCAS accredited Aviation Security Training Institute (ASTI);
- b. After completion of Induction training, Basic AVSEC course of thirteen (13) days at any BCAS accredited Aviation Security Training Institute (ASTI); and
- c. Refresher course of two days shall be attended by all after every two years.

#### 4.4 Personnel

4.4.1 The number of Personnel to be deployed for provision of Services shall be determined by DIAL from time to time. DIAL reserves the right to revise, change, modify, alter, the number of Personnel in Schedule 5 in any permutation or combination. The Service Provider immediately upon being notified of such a decision by DIAL, shall forthwith take steps and shall mobilize or demobilize the Personnel, to the satisfaction of DIAL. The Service Provider understands that the numbers provided by DIAL are tentative and basis DIAL's initial estimate and requirements.

DIAL shall communicate the exact requirements in writing to the Service Provider as and when necessary, by serving a written notice to the Service Provider, and in which case, the numbers stated in DIAL's notice shall be read in place of the numbers for the Personnel to be deployed from time to time for performance of the Services. Further, the total Contract Sum shall accordingly vary, based on the number of personnel actually required by DIAL.

4.4.2 Any replacement of Personnel, for any reason whatsoever, shall be made within such time so as to ensure that there shall be no adverse effect upon the performance of the Services.

4.4.3 Nothing herein shall diminish in any way the Service Provider's responsibility and liability for its acts, defaults, omissions and neglects under this Agreement.

4.4.4 The Service Provider is and shall at all times remain an independent consultant and no amount of supervision, consent, discussion, co-ordination with or from, or obligations to seek approvals from DIAL shall mean that the Service Provider is or is deemed to be in any way become an agent or servant of DIAL and the Agreement shall be construed to have been entered on a principal to principal basis.

4.4.5 In case, any Personnel of the Service Provider holds out to be an employee of DIAL, the Service Provider hereby agrees and undertakes to present in judicial forums of appropriate proceedings or otherwise affirm, state and confirm that Personnel is indeed the employee of Service Provider and make such declaration, statement (on oath or otherwise) or affidavit as may be required by DIAL in this regards. Further, in case any such Service Provider's Personnel is held by a Court of law of other judicial forum to be an employee of DIAL by an order of appropriate Court contrary to the understanding contained herein, then the Service Provider will indemnify and continue to indemnify DIAL for all payments required to be made by DIAL to such Personnel of the Service Provider and reimburse all costs and payments to such Service Provider's Personnel paid or payable by DIAL or otherwise incurred by DIAL as a result of such order.

4.4.6 DIAL will not have any right to take any departmental action against the Personnel rendering the Services nor shall DIAL have the right to sanction leave give any advances to such Personnel. The Service Provider shall have the sole responsibility to take 'departmental action' or to sanction leave or give advances to the Personnel. In case of termination of any Personnel by the Service Provider, the Service Provider shall be required to surrender the security passes issued to such Personnel and such Personnel shall thereafter not be allowed to access/enter the Service Areas.

#### 4.5 Compliance with the DIAL's instructions

- 4.5.1 The Service Provider shall comply with any and all instruction or directions of DIAL including, without limitation, instruction to vary the Services or perform any additional services, if required by DIAL, unless the Service Provider notifies DIAL with reasons within three (3) days, that any instruction or direction will be materially detrimental to the interests of DIAL and / or the Airport. If DIAL requires any services in addition to the Services, the same shall be provided to DIAL on cost-recovery basis, on mutually agreed terms.
- 4.5.2 DIAL may notify the Service Provider at any time that part of the Services shall not be performed by the Service Provider or if such part of the Services has been commenced, the Service Provider shall cease performing the same following expiry of a period of notice not less than three (3) days.

#### 4.6 Service Provider's Experience; Duty of Care

- 4.6.1 The Service Provider represents, warrants and undertakes to the DIAL that;
- (a) It possesses the required professional expertise, organization, knowledge and availability of able, skilled and experienced Personnel for the purpose of providing the Services and is fully experienced in carrying out the duties and deployment of manpower and rendering the Services;
  - (b) It will exercise in the performance of the Services, the standard of skill and care and diligence to be expected of properly qualified and competent, providers of services of similar nature, considering the high duty of trust and confidence which the Parties recognize that the DIAL has placed in the Service Provider under this Agreement.

#### 4.7 Time for performance

- 4.7.1 The Service Provider shall, subject to the provisions of this Agreement, provide the Services at all such Service Areas specified in this Agreement from the Commencement Date.
- 4.7.2 The Service Provider shall notify DIAL in writing, if it considers it has been or is likely to be delayed in providing all or any of the Services for whatever reason and shall specify:
- (a) The cause of the delay; and
  - (b) The time period required by the Service Provider for providing all or any of the Services in which there has been delay.

Notwithstanding the foregoing, any delay in providing the Services by the Service Provider shall be the sole liability of the Service Provider and DIAL shall not be liable for the payment of any fees or manpower deployment costs for the period of such delay.

#### 4.8 Reporting Obligations

The Service Provider shall:

- 4.8.1 keep itself fully and properly informed of all matters concerning the Services at the Service Areas and promptly notify DIAL of all such matters of which the Service Provider is aware and which are material to the interests of DIAL (or it is reasonable to believe is material) and shall furnish to DIAL copies of all correspondence, reports and other documents within the power, possession or control of the Service Provider and which are necessary or desirable to ensure that DIAL is at all times kept fully advised as to all material matters concerning the Services.
- 4.8.2 as soon as reasonably practicable submit to the DIAL reports reviewing and giving its recommendation in respect of any matter within the scope of the Services on which DIAL may by notice to the Service Provider, request the Service Provider to report concerning the Services (including without limitation those matters on which the Service Provider is expressly required to report pursuant to this Agreement); and
- 4.8.3 make avail to DIAL all necessary confirmation, documentation, details and information, as may be required by DIAL for compliance with the Applicable Laws and the same shall be made available so as to enable DIAL to satisfy any prescribed time frames therein.

## 5. TERMS OF PAYMENT

### 5.1 Payments

- a. DIAL shall pay to the Service Provider the agreed Contract Sum for the provision of the Services in accordance with Schedule 3 as full remuneration for the satisfactory performance of the Services. The Contract Sum is calculated based on the number of manpower deployed by the Service Provider and is arrived at per unit rate mentioned in Schedule 3. The Services shall be chargeable on a monthly basis at the end of every Month, based on the attendance records maintained by the Service Provider and duly verified by DIAL. The Service Provider shall be required to submit supporting documents as may be required by DIAL including proof of payment to the Personnel as per the Applicable Laws. Subject to this clause, clause 5.2.5 and any other clause giving rights to DIAL for any adjustments of the Contract Sum and DIAL's rights of set off for due compliance of this Agreement, DIAL shall pay to the Service Provider the sum approved by DIAL and properly incurred by the Service Provider in accordance with the payment calculation specified in the Schedule 3.
- b. The Service Provider shall not be entitled to any other payments except as set out under this Agreement. If DIAL requires any services in addition to the Scope of Services, the same shall be provided to DIAL on cost-recovery basis, on mutually agreed terms.
- c. The Service Provider shall comply with the Applicable Laws and shall at all times pay to the Personnel the minimum wages along with all benefits and perquisites as per the Applicable Laws. Any change in the minimum wages of the Personnel under the Minimum Wages Act, 1948, or any other law for the time being in force, shall automatically become part of the Agreement and the Contract Sum ( as provided in Schedule 3) shall be automatically replaced, to the extent of such revised minimum wages without there being any modification in the Agreement. The Service Provider shall however, share the notification of such Governmental Authorities of such change in the minimum wages under the Applicable Laws. The other components of the unit rate which are not linked to minimum wages and its consequential impact, shall remain fixed throughout the contract period.

### 5.2 Records

- 5.2.1 The Service Provider shall maintain accurate and detailed records in relation to the cost incurred for the Services. The Service Provider shall, as and when requested by DIAL so to do (both during the Term of this Agreement and following any suspension or termination) make such records available to DIAL for inspection and shall provide to DIAL with such copies thereof, as DIAL may reasonably request.
- 5.2.2 The Service Provider shall, if so required by DIAL, submit pay slips in respect of the Personnel deployed for the provision of the Services. Such pay slips shall contain the details of the Personnel deployed and the payments paid by the Service Provider to its manpower. DIAL's obligation to make payments under this Agreement shall be subject to the Service Provider providing DIAL with such documentation and information as DIAL may reasonably require for the purpose of verifying the amount claimed as due for Services.
- 5.2.3 If any part of the Services is not performed or is performed in a manner that is in breach of this Agreement or otherwise deprives DIAL of the benefit of the performance of that part of the Services, DIAL shall not be obliged to remunerate/pay the Service Provider in respect of the same and the Contract Sum shall be correspondingly adjusted. DIAL shall be entitled to deduct by way of set off any amount due to DIAL from the Service Provider.
- 5.2.4 No payment by DIAL shall indicate satisfactory performance of the Services nor shall any expression or implication of satisfaction or acceptance nor any confirmation, consent, approval or notice by DIAL shall restrict, debar, exclude, or waive any claims or action by DIAL for any breach of any obligations by the Service Provider nor relieve the Service Provider of its responsibilities and obligations.
- 5.2.5 The Service Provider agrees and accepts that post receipt of the payment, if it is found at any time, by DIAL or by any Governmental Authority or any forum, that the payment is not as per the deployment of the Personnel and an increased amount is paid to the Service Provider pursuant to the Service Provider's invoice, DIAL shall be entitled to claim such excess amount from the Service Provider either in the form of raising the credit note or by way deduction from the invoice of future months or by inoking the

Performance Bank Guarantee. Further, in the event, DIAL or the Government Agency requires or demands any document(s) or information (s) in relation to the payment made to the Service Provider or the Personnel deployed by the Service Provider, the same shall be submitted with DIAL within 07 (seven) working days of such demand, failing which, Service Provider's shall be liable to pay the full amount as compensation to DIAL and the Service Provider shall indemnify DIAL to the fullest for all such losses/damages that DIAL may incur in this regard.

### 5.3 Taxes

- 5.3.1 All payments made by DIAL to the Service Provider shall be subject to deduction of applicable tax(es) at source. The Service Provider shall cooperate fully in providing to DIAL such details, documents and records as may be considered necessary by DIAL in respect of determination and payment of such withholding taxes. DIAL shall provide the appropriate tax deduction certificates to the Service Provider evidencing the tax(es) deducted. The fee charged by the Service Provider shall be exclusive of Goods and Service Tax ("GST") as per Applicable Laws. Any refund or credit of taxes (including interest) received by the Service Provider to the extent the same has been borne by DIAL, shall be passed onto to DIAL immediately and unconditionally.
- 5.3.2 Further, except as otherwise expressly provided in the Agreement or mutually agreed terms, the Contract Sum shall not be subject to escalations, adjustments, or recalculations except otherwise provided in the Agreement.

### 5.4 Performance Guarantee:

- 5.4.1 The Service Provider shall for the due performance of its obligations under this Agreement provide to DIAL, on or before the execution of this Agreement, an unconditional and irrevocable bank guarantee, in favour of DIAL, encashable and enforceable at New Delhi, for a sum of Rs. [●] being equivalent to 10% of the Contract Sum for the first year of Contract Term from a scheduled Indian bank at New Delhi, acceptable to DIAL and issued in favour of Delhi International Airport Limited and in the form as set out in Schedule 7, which shall be maintained for the entire Contract Term and a period of 6 months thereafter. The Performance Bank Guarantee shall be kept valid and subsisting and the Service Provider shall take all steps to ensure that the Performance Bank Guarantee does not lapse for the duration of the term set out hereinabove.
- 5.4.2 Not later than 30 days prior to the completion of the first year of the Contract Term, the Service Provider shall submit to DIAL an amendment to the Performance Bank Guarantee by revising its amount to a sum of Rs. [●] being equivalent to 10% of the Contract Sum including the increased amount of the minimum wages for the second year of Contract Term, which shall be maintained for the remaining Contract Term and a period of 6 months thereafter.
- 5.4.3 Not later than 30 days prior to the completion of the second year of the Contract Term, the Service Provider shall submit to DIAL an amendment to the Performance Bank Guarantee by revising its amount to a sum of Rs. [●] being equivalent to 10% of the Contract Sum including the increased amount of the minimum wages for the third year of Contract Term, which shall be maintained for the remaining Contract Term and a period of 6 months thereafter.
- 5.4.4 The Performance Bank Guarantee is provided by the Service Provider as a security for the due and punctual performance and observance of the obligations of the Service Provider and terms and conditions under this Agreement and against breach by the Service Provider of any of the representations, warranties or any terms, conditions or covenants of the Service Provider under this Agreement. DIAL shall also have a right to invoke the Performance Bank Guarantee in the event of any non compliance of the Applicable Laws and/or DIAL's instructions and/or termination of the Agreement for any Event of Default as provide in the Clause 18.1.
- 5.4.5 In case of any deduction or utilization of the Performance Bank Guarantee in accordance with the terms of this Clause, the Service Provider shall replenish the Performance Bank Guarantee, within 5 (five) days of such deduction or utilization, to its original amount or furnish a bank guarantee (on the same format and term as the Performance Bank Guarantee) for the amount equivalent to the amount for which the Performance Bank Guarantee is encashed.

5.4.6 The Service Provider shall maintain the said Performance Bank Guarantee at its own expense, so that it shall remain in full force and effect till the duration of the Contract Term.

5.4.7 This Clause shall survive the expiry/ termination of this Agreement.

## **6. REPRESENTATIONS & WARRANTIES**

The Service Provider represents, warrants and acknowledges to DIAL that:

- 6.1 The Airport will be in continuous use and is cautioned that under no circumstances whatsoever are any of the functions to be disrupted during the progress of any Services.
- 6.2 The Service Provider' Personnel, agents and representatives have visited, inspected, observed and are familiar with the Service Areas for performing Services and with other details relevant to the obligations of the Service Provider.
- 6.3 The Service Provider is familiar with all the local conditions that may be or are material for due and proper performance of its obligations under the Agreement, in respect of the Services to be performed by it. It has been provided with all the information and documents by DIAL required for the execution of the Services. The Service Provider has examined and discussed DIAL's requirements with DIAL and is satisfied that there is no discrepancy, inconsistency, ambiguity or omission in the DIAL's requirements and it has access to the Services. The Service Provider assumes the risk of incompleteness of or inaccuracy of any information provided to it or otherwise available to it.
- 6.4 It is a duly incorporated entity and validly existing under the laws of India and has full legal power and management approval to enter into and perform all its obligations under this Agreement and has taken and will take all necessary steps for the performance of its obligations under this Agreement.
- 6.5 It is fully experienced, qualified and capable to undertake the Services in a timely and efficient manner.
- 6.6 It will exercise all the skill, care and diligence as may be expected of a qualified, experienced and competent person, while carrying out the Services.
- 6.7 It shall at all times comply with all Applicable Laws, Good Industry Practices during the Term of the Agreement for execution of the Services. It shall at all times comply with the PSARA 2005, labour laws, AVSEC Circular -03/2021 and maintain the security clearances from BCAS.
- 6.8 It shall undertake the Services, as per the terms of the Agreement utilizing technology, goods and material, equipment, standards of workmanship etc. consistent with accepted professional standards, codes of practice and regulations and Good Industry Practice.
- 6.9 No legal proceedings against the Service Provider are pending or threatened, and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

## **7. SERVICE PROVIDER'S COVENANTS**

The Service Provider hereby covenants with DIAL as follows:

- 7.1 The Service Provider shall while providing the Services, take into consideration and be responsible for compliance with all relevant provisions of the Applicable Laws and obtain all such Approvals as may be necessary for the provision of Services including but not limited to complying with the PSARA, AVSEC 3/2021, relevant development standards as stipulated under the OMDA.
- 7.2 The Service Provider shall always ensure that Service Provider remains responsible for all its obligations under this Agreement during the Contract Term from the Effective Date.
- 7.3 From the Commencent Date for the entire Term, the Service Provider shall provide DIAL a quarterly

report indicating/documenting the fulfillment of its obligations under this Agreement.

7.4 The Service Provider shall be responsible and liable for the acts and omissions of all its employees, agents or representatives and shall ensure that such employees, agents or representatives, comply, at all times, with the Applicable Laws.

7.5 The Service Provider shall provide DIAL, at no cost, all necessary data and information that is required by DIAL, as well as all data in the formats and intervals as reasonably required by DIAL from time to time.

7.6 The Service Provider will be responsible for the security and safety of the Service Area and provide the Services at all times.

7.7 The Service Provider shall at all times be solely responsible for complying with the Applicable Laws. It shall be the sole responsibility of the Service Provider to comply at all times with statutory guidelines laid down by competent authorities/Government Authorities under Applicable Laws and obtain, maintain, renew and update the necessary Approvals, permits and licenses from the competent authorities/Government Authorities for providing the Services. The Service Provider shall comply with the operational guidelines laid down by DIAL from time to time.

7.8 The Service Provider shall maintain its own standard operating procedures manual for performing, executing and implementing the Services and comply with the same and shall furnish a copy of such standard operating procedures manual to DIAL.

7.9 The Service Provider agrees and acknowledges that the Service Provider Area /Service Areas (in whole or part) may be regulated as a security area and the ingress and egress to the area may be monitored and regulated by BCAS or any Governmental authority or its authorized representatives. The Service Provider shall obtain and maintain the necessary security clearance/ Airport entry permits for its employees, manpower to be deployed in connection with the Services from the BCAS, Director General of Civil Aviation, Airports Authority of India, DIAL and any other Government Authority or any Governmental Authority or its authorized representatives at its own cost, risk and responsibility. The Service Provider shall be responsible for obtaining the Airport entry permits for its personnel, employees and manpower. The Service Provider shall be liable and responsible for planning the movement of its goods and services to ensure problem free operations. The Service Provider shall obtain the necessary security clearance/ Airport entry permits from the relevant authority or its agencies at its own cost and risk as a condition precedent to handover of the Service Areas to the Service Provider by DIAL.

## **8. PROHIBITION**

8.1 The Service Provider shall not permit the use of the Service Area or any part thereof for any activity other than as permitted under this Agreement.

8.2 The Service Provider shall not do or permit to do at the Service Areas anything which may be or become a nuisance, annoyance, inconvenience or disturbance to the users or visitors to the Airport.

8.3 The Service Provider shall not leave any waste materials or other refuse in or near the Service Areas at any time and such waste materials or other refuse shall be removed with extreme care and in accordance with the directions of DIAL.

## **9. APPROVALS, RECORDS & AUDIT**

9.1 The Service Provider will obtain all Approvals before the commencement of Services and get the aforementioned Approvals from time to time as and when due under Applicable Laws and will keep all such Approvals valid and produce the same when called upon to do so by DIAL.

9.2 The Service Provider shall maintain and DIAL shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by DIAL to substantiate compliance with the terms of this Agreement, including, but not limited to, costs and charges of whatever nature related to, incurred, and/or anticipated to be incurred in the performance of this Agreement. Such right of examination shall include inspection at all reasonable times of the Service Provider's local office or facilities or such parts thereof, as may be engaged in the performance of this

Agreement, and reasonable access to and cooperation by all Service Provider's Personnel who have worked on or have knowledge related to the performance of the Services or Agreement.

- 9.3 DIAL and its authorized representative(s) shall have the right to examine all books, records, documents, and any other data of the Service Provider related to the negotiation, pricing, or performance of this Agreement or variation orders for evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with computations and projections used therein.
- 9.4 The Service Provider's documents, records and other evidence shall be subject to inspection and/or production by DIAL Representative. The Service Provider shall provide DIAL with retrievals of computer based records or transactions that DIAL determines to be necessary to conduct the audit. There shall be no charge to DIAL for reasonable use of the Service Provider's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette or any form/medium of data capturing instrument, storage device such as pen drive, and/or printing any records or transactions stored in magnetic, optical, microfilm, or other media. The Service Provider shall provide all records and retrievals requested, within fourteen (14) calendar days. If requested, the Service Provider shall submit a copy of such documents for review by DIAL.
- 9.5 The documents described in the above clauses shall be made available at the local office of the Service Provider or at the place required suggested by DIAL at all reasonable times, for inspection, audit and reproduction. The Service Provider shall provide adequate and appropriate workspace to conduct all inspections, audits and reviews. DIAL shall provide the Service Provider with a reasonable advance notice of intended audit, inspections and reviews.

## **10. HEALTH, SAFETY & ENVIRONMENT**

- 10.1 The following provisions shall be interpreted in their broadest sense for the protection of persons including Service Provider's Personnel and no action or omission by DIAL shall relieve the Service Provider of any of its obligations and duties hereunder.
- 10.2 The Service Provider shall be responsible for the health and safety of the Service Provider's Personnel, other persons who perform Services under this Agreement, stakeholders, the general public at large and the protection and preservation of the various DIAL's establishments wherever they are placed to provide the Services. The Service Provider shall take all necessary and reasonable precautions and actions to protect all such persons and property. Such actions shall include, but are not limited to:
- a. compliance with all the Applicable Laws relating to safety of persons or property,
  - b. implementation of all practices, procedures and programs customarily implemented by Service Providers for performing work and services of a similar nature,
  - c. conducting regular safety/ security briefing to all its Personnel and convening safety / security meeting amongst Key Personnel,
  - d. ensure presence of its Personnel in the fire safety and aviation safety training and drills conducted at the Airport,
  - e. providing a safety/ security manual to all employees, training of all employees annually with respect to its content and requirements, and certifying annually to the DIAL representative that all staff has been so trained and are aware of all aspects of this manual, and
  - f. other such actions as may be deemed prudent by DIAL.
- 10.3 The Service Provider shall comply with all environmental requirements under all Applicable Laws applicable to the Services.

## **11. SUB-CONTRACTING**

- 11.1 The Service Provider shall not sub-contract any parts of the Services without the prior written approval of DIAL. Notwithstanding the written consent / approval of DIAL to sub-contract any part of the Services thereto, the Service Provider shall be solely responsible for the performance of Services and for the due observance by such authorized sub service provider as per the terms, stipulations and conditions herein expressed.

11.2 The Service Provider shall be fully responsible for all acts and omissions of the sub service provider, suppliers, specialists and other persons and organization performing or furnishing any of the Services under a direct or indirect contract with the Service Provider just as the Service Provider is responsible for their own acts and omissions.

11.3 The Service Provider understands and agrees that any sub-service provider engaged by the Service Provider shall be at its own costs and risks. The Service Provider shall be solely liable and responsible for making all the payments to the sub-service provider, without recourse against DIAL.

11.4 The Service Provider shall not assign any part of the Agreement of this Agreement or any part of the Services to any third party.

## **12. VARIATIONS**

12.1 DIAL may at any time during the Term make or cause to be made any variations in the Services by way of addition or omission or otherwise deviation therefrom and the said Services shall be executed according to the said variations or deviations under his directions and to his satisfaction as if the same had been included to this Agreement and any work or material which shall be ordered not to be done or used shall be omitted or shall not be used by the Service Provider. The Service Provider shall not commence any Services in respect of the variation items, unless the same has been approved in writing by the DIAL.

12.2 No variation orders shall vitiate this Agreement.

12.3 However there shall be no adjustment in the Contract Sum for any changes which may result from any Service Provider's initiated changes (except for any changes in the Contract Sum due to change in the Applicable Laws) or as a result of the Service Provider's errors or omissions.

## **13. INSURANCES**

### **13.1 Insurances**

13.1.1 The Service Provider shall take proper and adequate insurance cover for all its resources and Personnel deployed under this Agreement as may be required to cover any accidents or untoward incident that may arise during the performance of the Services under this Agreement and submit copies of the policies and premium payments to DIAL.

13.1.2 The Service Provider shall cause the name of DIAL and AAI being included as the co-insured in such policies. The Service Provider shall, throughout the Term of this Agreement, keep in force such insurance policies and submit copies of the renewal certificates of insurance policies with seven (7) Days of such renewal. If the Service Provider fails to effect and keep in force the insurance, it shall indemnify DIAL against any loss or damage suffered by DIAL during the period of no coverage.

13.2 The Service Provider shall take insurances including, but not limited to, the following:

- i) All statutory insurances including Workmen Compensations, Employers Liability and Motor Third Party Liability;
- ii) Service Provider's All Risks Property insurances in respect of equipment, tools and related material deployed by it on the premises of DIAL or in transit for the purpose of performance of the Services either owned and/or operated and/or leased or for which Service Provider has agreed to be responsible against all risk including war and allied perils and terrorism liability to the maximum extent available;
- iii) Third Party Liability Insurance or Public Liability Insurance covering the liabilities arising from the Service Provider's acts with a Combined Single Limit (CSL) of at least \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the Term.
- iv) Insurance policy covering legal liability of the Service Provider in respect of loss or damage as a result of the death and/or personal injury suffered by an employee of the Service Provider or any person for whom the Service Provider is responsible.

- v) such other insurance as may be necessary for the performance under this Agreement.

13.3 The Service Provider will be responsible for any deductibles under its insurances

13.3.1 All required under 13.1.3 (ii) above will include provisions as under:

- (i) Waiver of subrogation against DIAL subsidiaries, directors, officers, agents, employees

13.4 All required insurances under 13.1.3 (iii) above will include provisions as under:

- i) Include DIAL and their respective successors and assigns and their respective, subsidiaries, directors, officers, agents, employees as additional insured for their respective rights and interests;
- ii) Include a severability of interest clause which provides that the insurance, except for the limit of liability, will operate to give each assured the same protection as if there was a separate policy issued to each assured;
- iii) Contain a provision confirming that the policy is primary without right of contribution and the liability of insurers will not be affected by any other insurance of which the additional insured have the benefit so as to reduce the amount payable to the additional insured under such policies;
- iv) Provide that in relation to the interests of each of the additional insured, the insurances will not be invalidated by any act or omission by Service Provider, or any other person other than the respective additional assured seeking protection and shall insure the interests of each of the additional insured regardless of any breach or violation by Service Provider, or any other person other than the respective additional assured seeking protection of any warranty, declaration or condition, contained in such insurances;
- v) Provide that the insurances will continue to be unaltered for the benefit of the additional insured for at least 30 (thirty) days after written notice by registered mail or telex of any cancellation, change, event of non-payment of premium or instalment thereof has been sent to DIAL except in the case of war risks for which 7 days (or such lesser period as is or may be customarily available in respect of war risks or allied perils) will be given;

13.5 Additional Insurances

- i) The Service Provider must ensure that each policy taken out pursuant to paragraphs 13.1.1 to 13.1.3 is increased or decreased from time to time to such amounts (and with such deductibles) as would be effected by a prudent service provider of the similar size and for a project characteristics comparable to the Services,
- ii) Without prejudice to the other provisions of this Agreement, the Service Provider must, throughout the Term, from time to time, effect and maintain in full force those insurances which it is required to have, by any Applicable Laws or by the terms of any Agreement entered into by it in respect of the Airport.

13.6 The Service Provider must at any time effect such other insurances in addition to or supplementing those referred to elsewhere in this Agreement as it may think fit. The Service Provider must notify DIAL of any such additional or supplementary insurance

13.7 The Service Provider shall comply with the terms and conditions of each policy of the insurances and not do, consent or agree to any act or omission which:

- i) invalidates or may invalidate the Insurances; or
- ii) renders or may render void or voidable the whole or any part of any of the Insurances

13.8 The Service Provider shall also obtain insurances covering such risks and for such amounts, as DIAL may advise and approve in writing, in which case the insurance cover amount, premia amount, policy particulars etc. shall be specified by DIAL from time to time. The Service Provider shall cause the name of DIAL and AAI being included as the co-insured in such policies. It is clarified that nothing contained herein shall preclude or prevent the Service Provider from obtaining such insurances as it may consider fit

and appropriate.

13.9 If the Service Provider shall fail to effect and keep in force the insurance referred to in this Clause, DIAL may obtain and keep in force any such insurance and pay such premia as may be necessary for that purpose and from time to time deduct the amount so paid by DIAL as aforesaid from any monies due or which may become due from DIAL to the Service Provider or recover the same as a debt due from the Service Provider.

13.10 The Service Provider shall not cancel, modify or allow to expire or lapse any insurances until the expiration of at least 60 (sixty) days notice of such cancellation, modification or non-renewal has been provided to DIAL.

#### **14. INDEMNITY**

14.1 The Service Provider shall protect, defend, indemnify and keep indemnified and hold DIAL, its directors, employees, advisors, representatives, agents or other associates harmless from and against:

- (a) all claims, demands made against and/ or loss caused or likely to be caused and/ or damages suffered or likely to be suffered and/ or cost, charges/ expenses incurred or put to or likely to be put to and/ or penalty levied or likely to be levied and/ or any claim arising out of and as a result of action or failure on the part of the Service Provider or due to injury to or death of any person and/ or loss or damage caused or suffered likely to be caused or suffered, to property owned or belonging to DIAL, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by Service Provider or as a result of failure on the part of Service Provider to perform any of its obligations under this Agreement or on the Service Provider committing breach of any of the terms and conditions of this Agreement or on the failure of the Service Provider to perform any of its statutory duty and/ or obligations or failure or negligence on the part of Service Provider to comply with any statutory provisions in connection with or arising out of this Agreement and/ or arising out of or in connection with use and occupation of Service Areas and/ or Service Provider Area and/ or the provision of Services.
- (b) any and all losses arising from or incurred or likely to be incurred by reason of the acts or omissions of Service Provider or any of its officers, directors, employees, Personnel, servants or agents in the performance of Service Provider's obligations under this Agreement or upon any material misrepresentation, breach of obligation or covenant under this Agreement.
- (c) any and all losses arising from or incurred by reason of claims or sanctions or penalties imposed by any Governmental Authority or others for any actual or asserted failure by Service Provider or any of its officers, directors, employees, Personnel, servants or agents to comply with any Applicable Laws.
- (d) any and all losses arising from or incurred due to any actual or asserted failure by Service Provider or any of its officers, directors, employees, Personnel, servants or agents in complying with DIAL's demand or Governmental Authority's demand of documents or information in the audit/enquiry/assessment/verification conducted in relation to the payments to the Service Provider for the Services within specified timelines under this Agreement or in the event excess payment is made to the Service Provider due to wrong invoice raised by the Service Provider or to comply with the AVSEC Circular 03/2021.
- (e) any and all losses arising out of the claims or demands of the employees, Personnel and staff of the Service Provider against DIAL for any payment whatsoever. If the responsibility of such payments to the Personnel of the Service Provider is transferred to DIAL by operation of law or otherwise, DIAL shall have the right to adjust all such payments against the Performance Bank Guarantee, at the discretion of DIAL.

#### **15. FORCE MAJEURE**

15.1 DIAL or the Service Provider, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that DIAL or the Service Provider, as the case may be, is unable to render such performance on account of an event of Force Majeure.

15.2 In this Agreement, "Force Majeure" means any event or circumstance or a combination of events and circumstances, which satisfies each of the following conditions:

- i) materially and adversely affects the performance of an obligation by a Party;
- ii) are beyond the reasonable control of the Affected Party;
- iii) the affected party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care;
- iv) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and

15.3 The term "Force Majeure" shall include the following events and/or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in Clause 13.2.

- i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
- ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- iii) the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Services, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Airport by the Service Provider or any affiliate of the Service Provider or any sub-service provider of the Service Provider or any such affiliate or any of their respective employees, servants or agents;
- iv) strikes, go-slows and/or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political;
- v) any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- vi) epidemic, pandemic or plague within India;
- vii) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
- viii) aircraft accident or aircraft breakdown;
- ix) any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (ix) of this clause within India.

#### 15.4 Application

This Clause shall apply if the performance by any Party (the "**Affected Party**") of its obligations under this Agreement is prevented in whole or in part by reason of Force Majeure.

#### 15.5 Consequences of Force Majeure

##### 15.5.1 Performance Obligation

Provided it complies with this Clause, if the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of an event of Force Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure provided that:

- a. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the event of Force Majeure;

- b. the Affected Party shall make all reasonable efforts to prevent and to minimize the effect of an event of Force Majeure caused to the Service Areas/Service Provider Area;
- c. the Affected Party shall use its best endeavors to minimize the effects of the Force Majeure and to remedy the situation as soon as possible, including duly prosecuting and exhausting all such remedies available to the Affected Party under the Applicable Laws.

#### 15.6 Notification

As soon as reasonably practicable but not more than 24 (twenty-four) hours following the date of commencement of any event of Force Majeure, if either Party desires to invoke such event of Force Majeure as a cause for delay or failure in the performance of any obligation hereunder, it shall notify the other Party in writing of such date and the nature and expected duration of such event of Force Majeure. Within a reasonable time following the date of such notice of such event of Force Majeure, the Party having invoked such event of Force Majeure as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance. The Affected Party shall continue to perform such of its obligations which are not affected by the event of Force Majeure and which are capable of being performed in accordance with this Agreement.

#### 15.7 Mitigation

The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of the event of Force Majeure.

#### 15.8 Liability for other losses, damages etc.

Save and except as expressly provided in this Clause, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

#### 15.9 Termination Due to Force Majeure

If Force Majeure event continues for more than 365 days either Party shall have the right to terminate this Agreement by giving a notice of termination in respect thereof and the date of the termination notice shall be the date of termination.

### 16. OMDA REQUIREMENT

16.1 The right of DIAL to enter into this Agreement with the Service Provider is in accordance with the OMDA. The Service Provider does hereby expressly agree that:

- (i) It shall comply with all obligations relating to upkeep, seamless functioning and rectification time of equipment as required by OMDA.
- (ii) Upon the termination or expiry of the OMDA, howsoever caused, all the rights and obligations of DIAL under this Agreement shall stand transferred to and vested in AAI, in terms of the OMDA.
- (iii) Under the provisions of the OMDA, AAI has a right, upon termination/ suspension of the OMDA, to acquire the land, buildings, structures and other assets at the Airport, including the rights and obligations under the Agreement in the manner provided under the OMDA.
- (iv) In the event of AAI exercising, during the term of this Agreement (including any renewals thereof), the right as referred to in Clause 16.1.(ii) above, for any reason whatsoever, including termination due to breach of any agreement by DIAL, all such land, buildings, structures and/or other assets at the Airport (including the rights and obligations) shall forthwith stand transferred, reverted to AAI or to such other person as AAI may nominate in this regard, without there being any requirement of further actions of the parties.
- (v) The Service Provider undertakes to transfer to AAI or such other person as AAI may nominate, without any protest or demur, all such assets land, buildings, structures and other assets owned by

it at the Airport, in respect of which AAI exercises the rights as referred to in Clause 16.1.(iii) above under the OMDA.

- (vi) The Service Provider shall cause to be incorporated in all sub-contracting agreement(s) (if any), granted pursuant to this Agreement herein, an express provision wherein the sub service provider shall recognize the rights of AAI as contained in Clauses 16.1 (ii) and (iii) and an undertaking by such sub-Service Provider, to the effect as contained in Clause 16.1 (v), to the satisfaction of DIAL. Further, the Service Provider shall procure such sub-Service Provider to execute a deed of adherence to the satisfaction of DIAL.
- (vii) The Service Provider agrees and acknowledges that in the event AAI exercises rights, as referred to in this Clause 16.1, the methodology for valuation of such assets for this purpose, shall be as per the relevant provisions of the OMDA.

## 17. SUSPENSION

- 17.1 The Service Provider shall, upon being so informed, in writing, by DIAL representative, suspend the provision of the Services or any part thereof for such time or times (including for any Force Majeure Event) and in such manner as DIAL may consider necessary and shall during such suspension properly protect and secure the Service Area. Any variation in the cost for such suspended services shall be discussed between the Parties to arrive on a mutual consensus for any variation in the Contract Sum to the effect of variation in the cost. The Parties understand that no cost variation will be accepted in the event suspension is:

- (a) Otherwise provided for in this Agreement; or
- (b) Necessary by reason of some default on the part of the Service Provider, or
- (c) Necessary by reason of adverse climatic conditions on the Service Area, or
- (d) Necessary for the proper performance of the Services or for the safety of the Airport or any part thereof in so far as such necessity does not arise from any act or default by the DIAL's representative or DIAL or from any of the Force Majeure Events.

## 18. TERMINATION

### 18.1 Event of Default

DIAL shall have the right to serve a notice of termination of this Agreement in accordance with Clause 18.2 below, on the Service Provider and terminate the Agreement without prejudice to any of its other rights and remedies against the Service Provider and without being liable to pay any loss or compensation on the occurrence of the following events, each of which is a separate event of default ("**Event of Default**"), if:

- a. The Service Provider repudiates the Agreement or otherwise evidences an intention not to be bound by the Agreement or is guilty of any act of wilful misconduct; or
- b. The Service Provider fails to comply with the PSARA, AVSEC Circular 3/2021, BCAS regulations or any other Applicable Laws.
- c. The Service Provider fails to provide required documents in the proof of payment to the Personnel.
- d. The Service Provider fails to provide, maintain or renew and/or comply with its obligations in relation to the Performance Bank Guarantee; or
- e. The Service Provider, without the consent of DIAL assigns or transfers all or any of its rights or obligations under the Agreement; or
- f. If the Service Provider fails to perform or achieve the Service Performance Standards. or

- g. At any time during the currency of the Agreement there is a change in the effective control of the Service Provider as at the date of the Agreement; or
- h. Any sum due and payable by the Service Provider under the Agreement has not been paid within a period of thirty (30) days; or
- i. A resolution by the shareholders of the Service Provider is passed for winding up of the Service Provider or a liquidator is appointed in a proceeding for the winding up of the Service Provider or the Service Provider is entering into a compromise with its creditors or there is an order made by a court of winding up the Service Provider, or any distress or execution is levied upon any of the assets of the Service Provider; or
- j. The Service Provider makes any warranty or representation in or in accordance with the Agreement which was materially incorrect when made so as to materially affect the DIAL's interests; or
- k. The Service Provider has failed to adhere to the DIAL's requirements, including but not limited to Service Performance Standards as specified in the Agreement; or
- l. The Service Provider's Personnel is/are incompetent, have acted in a manner prejudicial to the DIAL's best interest or have failed to comply with the DIAL's health, safety, or other rules or regulations and procedures; or
- m. As a result of Force Majeure, the Service Provider is unable to proceed with the Services for a period of 365 consecutive days; or
- n. if the Service Provider commits a breach of its obligations/ covenants under this Agreement which is considered to be material by DIAL.

## **18.2 Notice of Termination**

18.2.1 Subject to the provisions of Clause 18.2.3 and Clause 18.2.4, DIAL shall be entitled to serve upon the Service Provider, a notice of termination pursuant to this Clause 18.2 (each a "Notice of Termination"). If, within 7 (seven) days following the service by DIAL of a Notice of Termination, the Service Provider remedies the breach to the satisfaction of DIAL or pays all the sums which are due and payable to DIAL or existing as at the date of the Notice of Termination, then:-

- (a) DIAL shall revoke the Notice of Termination by issuing a letter to that effect; and
- (b) The Service Provider shall continue to perform its obligations under the Agreement in a diligent and proper manner.

18.2.3 If, however, the Service Provider fails to pay all sums which are due and payable to DIAL or remedy the breach to the satisfaction of DIAL within the period specified in clause 18.2.1 above, then the Agreement shall be deemed terminated on the date of termination specified by DIAL in the Notice of Termination.

18.2.3 Provided however that DIAL may immediately terminate the Agreement in case of Event of Default as specified under Clause 18.1(b), (e), (g), (i) or (j).

18.2.4 Notwithstanding the foregoing or any other provisions of the Agreement, DIAL shall always have the right to terminate this Agreement at any time without assigning any reasons by serving at least (1) one month's notice to the Service Provider.

18.2.5 DIAL shall also have a right to terminate this Agreement immediately, if required due to any operational or statutory reasons, or for any reasons attributable to AAI / any other Government Authority.

## **18.3 Upon Termination**

18.3.1 Upon termination for any reason whatsoever, the Service Provider shall to the extent instructed by DIAL's representative:

- (a) cease all further work as intimated by the DIAL in the Termination Notice and the Service Provider shall carry out works for the sole purpose of securing, preserving

and protecting that part of the Services already executed and any work required to leave the Service Area in a clean, safe condition and free of all encumbrances within 7 days from the date of the termination/expiry;

- (b) Remove Personnel from any part of the Service Area;
- (e) Ensure that it and those it is contractually or otherwise responsible for vacate the Service Areas;
- (f) Promptly and in an orderly manner deliver to the DIAL all documents relating to the Services which are for the time being under the control of the Service Provider;
- (g) Shall pay all amounts due to DIAL within a period of 15 (fifteen) days;

Subject to compliance with the above, DIAL shall pay to the Service Provider all amounts as are properly due and payable to the Service Provider as on the date of termination.

18.3.2 Without prejudice to Clause 18.3, upon termination except in case of termination pursuant to Clause 18.2.4 and 18.2.5:

- (a) DIAL may enter the Service Area thereof and expel the Service Provider therefrom and the DIAL may get the Services performed itself or by employing any third party;
- (b) DIAL may, to the exclusion of any right of the Service Provider over the same, take over and have free use, without payment to the Service Provider, of any equipment, tools and tackles of which have been delivered to the Service Area for such period as DIAL's representative considers necessary for the performance of Services, without being responsible to the Service Provider for fair wear and tear thereof and to the exclusion of any right of the Service Provider over the same.
- (c) DIAL shall have the power and authority to prohibit the Service Provider and any person claiming through or under the Service Provider from entering the Service Areas.

18.3.3 DIAL shall be entitled, inter alia, to recover all amounts due from the Service Provider including by invoking the Performance Bank Guarantee.

## **19 TRANSITION**

The Service Provider is required to prepare a de-mobilization plan stating the handing over programme, procedures and requirements for approval by the DIAL to be effective upon termination of the Agreement for a period of at least one (1) Month upon such termination to enable the incoming Service Provider to take over the Services. The Service Provider is required to offer all assistance, access to site and to hand over all documents, drawings, diskettes, to the incoming Service Provider so that the latter can be familiarized with the Service Areas. If required by the DIAL representative, the Key Personnel may be further retained for up to one (1) Month to assist the incoming Service Provider. The cost of reimbursement shall be mutually agreed between the Parties.

The Service Provider shall handover the demobilization plan providing steps of de-mobilization of manpower and date thereof which shall not be later than the period mentioned in the Notice of Termination.

## **20. CLAIMS AND DISPUTE RESOLUTION**

20.1 Any Dispute arising out of, relating to, or in connection with this Agreement, termination or validity hereof, shall initially be resolved by amicable negotiations among senior executives of the Parties and, if not resolved through such negotiations within 30 (thirty) days of written notice of the existence of such Dispute, be finally settled by binding arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, by a tribunal consisting of sole arbitrator which shall be mutually appointed by both the Parties.

20.2 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of the arbitration or any statutory modification thereof. The seat and venue of the arbitration shall be New Delhi, India and it shall be conducted in the English language. The Agreement shall be governed by laws of India. Each Party shall pay the expenses of the arbitration in accordance with the rules and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the

present or former employee or agent of, or consultant or counsel to either party or in any way related or closely connected with the Parties.

20.3 During the arbitration, the Service Provider shall continue to fulfill its obligations under this Agreement except for such obligations and other matters, which are the subject of arbitration.

20.4 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements. No Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted to arbitration and determined as provided above and then only for enforcement or setting aside of the arbitral award or wherever in circumstances permissible under law.

## **21. CONFIDENTIALITY AND PUBLICITY**

21.1 The Service Provider agrees that DIAL Confidential Information received by it or the member(s) of the Service Provider's team are privileged and shall solely be used for providing the Services under this Agreement.

21.2 The DIAL Confidential Information shall not be disclosed by the Service Provider or any member of the Service Provider's team in any manner to any third party except to those having a need to know the same in connection with Services to be performed by the Service Provider under this Agreement or to any party with a prior written approval of DIAL.

21.3 The Service Provider shall take all steps to ensure confidentiality of DIAL Confidential Information and to enforce (and fully ensure) the confidentiality obligations imposed on it and its Personnel (including the persons deployed who have worked under this Agreement and have resigned / left during the Term of this Agreement) as above including diligently prosecuting, at its own cost, any breach or threatened breach of those obligations by a person to whom either Service Provider or any of its personnel may have disclosed any such information.

21.4 The Service Provider shall not publish or release, nor shall it allow or suffer the publication or release of DIAL Confidential Information, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Agreement or use the name of DIAL (or its promoters / stakeholders) in any media without the prior written consent of DIAL, at local, domestic or international level, in any media print, electronic or otherwise, provided that the Service Provider shall at any time be entitled to disclose and provide information (including release announcement) where such disclosure or announcement is required by any Applicable Laws or Competent Authority (including any relevant stock exchange authority).

21.5 The Service Provider shall exercise the same standard of care to protect the Confidential Information as per international practices applied to protect proprietary data, including requiring its employees and agents to sign an undertaking to safeguard official information before commencement of the Services.

21.6 This clause shall survive termination of this Agreement.

21.7 DIAL agrees to hold, during the Term, the Service Provider Confidential Information confidential from entities in the same field of operation as the Service Provider. However, DIAL shall continue to share such information with its consultants, advisors, auditors, AAI, Competent Authorities etc.

## **22. PUBLICITY**

The Service Provider shall not without the prior written consent of the DIAL:

- i) Take or authorize the taking of any photograph of the Services for use in any merchandise publicity or advertising;
- ii) Publish alone or in conjunction with any person any article, illustration relating to the Services;
- iii) Impart to any publication, journal or newspaper or any radio or television programme any information relation to the Services.

## **23. ASQ RATING**

The Service Provider acknowledges that as part of the Subjective Service Quality Requirements (which includes courtesy, helpfulness of airport staff, etc. as one of its parameters) under OMDA, DIAL is required to achieve a specific rating of the ACI/ASQ quarterly passenger survey and maintain the same throughout the term of the OMDA. The Service Provider shall ensure that it provides the Services in such manner and more particularly to ensure that the ratings of DIAL in any quarterly ACI/ASQ passenger survey

does not fall below 4.96 (overall ASQ Rating) or the rating defined and communicated by DIAL management from time to time on account of defaults in Services, lack of courtesy, helpfulness of the Service Provider/ Service Team and other associated parameters

## **24 MISCELLANEOUS**

### 24.1 Amendments

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties therefrom, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

### 24.2 Entire Agreement

This Agreement constitutes the entire understanding between DIAL and the Service Provider in relation to the subject matter of this Agreement and supersedes all previous documents, agreements or arrangements between the Parties and represents the entire understanding between the Parties in relation thereto.

### 24.3 No Waiver; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Laws.

### 24.4 Severance of Terms

If any provision of this Agreement is declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect and in such event, the Parties shall endeavour in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic intent of the unenforceable provision.

### 24.5 Language

All notices, certificates, correspondence or other communications under or in connection with this Agreement shall be in English

### 24.6 Assignment

#### (a) By Service Provider

Save and except as otherwise permitted by this Agreement, the Service Provider shall not assign, transfer, with, sub-contract, or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under this Agreement.

#### (b) By DIAL

Notwithstanding anything contained in this Agreement, DIAL may at its discretion and without requiring the consent of the Service Provider assign the benefits, rights and obligations or create any other encumbrance upon all or any of its rights hereunder, either in full or part to any Person

### 25.7 No Partnership

Neither this Agreement nor any other agreement or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

#### 25.8 Taxes

The Service Provider shall pay all contributions, Taxes and premiums payable under Applicable Laws, during its performance under the Agreement and shall save DIAL harmless from liability for any such contributions, premiums and Taxes.

#### 25.9 Stamp Duty

The Service Provider shall pay stamp duty and registration charges, as prescribed by the Applicable Laws.

#### 25.10 Transfer Restrictions/ Change In Control

The shareholding pattern of Service Provider as on the Effective Date is as set forth in Schedule 6.

There shall be no change in the ownership or Control of the Service Provider without the prior written consent of DIAL, failing which DIAL shall have the right to terminate the Agreement forthwith.

#### 25.11 Notice

Notices, demands or other communication required or permitted to be given or made under the Concession Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by legible tele fax and confirmed by registered mail/ courier addressed to the intended recipient at its address set forth below, or to such other address and tele fax number as any Party may from time to time duly notify to the other Party:

##### For DIAL

HEAD PROCUREMENT

**Delhi International Airport Limited,**

New Udaan Bhawan

Terminal 3, Opposite ATC Complex, International Terminal,

Indira Gandhi International Airport

New Delhi - 110037

Email:

Fax No.:

##### For the SERVICE PROVIDER

A notice shall be deemed to have been served :

- (a) if delivered personally on the date of delivery,
- (b) if posted by prepaid post or courier, on the expiration of 3 (three) days after such posting,

- (c) if sent by telefax, on the date of receipt of a valid transmission report,
- (d) if sent by email, on the date of transmission from the server of the sender.

IN WITNESS whereof DIAL and the Service Provider have signed this Agreement through their authorised representatives, as above stated, as of the date first hereinabove mentioned.

For **Delhi International Airport Limited**

For [name of the Service Provider]

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Witness:

Witness:

1. 1.

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SCHEDULES TO THE AGREEMENT

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## **SCHEDULE 1- SERVICE AREAS FOR PROVIDING SERVICES**

- a. Segregation Gate (Departure/Arrival)
- b. Access Control/Document check at SHA queue /6 X-BIS
- c. Baggage Controller/XBIS
- d. Access to visitor gallery
- e. Security of vital installation

Note: In the event of any directions from the Governmental Authority, the location/areas/duty posts as mentioned in the Service Areas may undergo change during the Term of the Agreement, which will be informed to the Service Provider on timely basis.

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## SCHEDULE 2

### SCOPE OF SERVICES

#### Part A

The PSA (Private Security Service Provider, the Service Provider) shall function within the scope of providing aviation security at the Service Area under the operational command and control of the Aviation Security Group (ASG). The objective of induction of Private Security Agencies at the airports handling civil aviation in India is:-

1.1 To ensure prevention of acts of unlawful interference, sabotage, criminal acts and to provide protection and safeguarding of passengers, crew, ground personnel and the general public.

1.2 To provide cost effective, reliable, professionally competent, passenger compatible aviation security through harmonious implementation of non-core security functions by the PSA.

The Service Provider shall provide the following services at the Service Areas.

#### **1. Deployment of the security Personnel:**

1.1: Consequent to the approval of revised ASG (CISF) Manpower Deployment for airports by Ministry of Home Affairs, following Non-Core duty posts of Aviation Security are to be manned by the Service Provider.

- a. Segregation gate (Departure/Arrival)
  1. Segregation gates separates the Pax from visitors
  2. Ensure no authorized entry takes place
  3. Any other duties entrusted / defined by BCAS time to time in relation to the above functions
- b. Access Control/Document check at SHA queue/ X-BIS.
  1. To check the boarding pass of the passengers
  2. To ensure that only bona fide passengers are proceeding to pre embarkation security checks
  3. To manage the even flow of pax towards X BIX
  4. Any other duties entrusted / defined by BCAS time to time in relation to the above functions
- c. Baggage Controller/XBIS
  1. The responsibility of the baggage controller is to ensure that baggage which are cleared by screening officers are taken by bona fide passenger
  2. To ensure that the baggage marked for physical checking shall be separated from cleared baggage
  3. To ensure the rescreening of physical check baggage as per the direction of X-BIS / Physical check officer
  4. Any other duties entrusted / defined by BCAS time to time in relation to the above functions
- d. Access to Visitor Gallery
  1. To check valid visitor ticket/ document and PAX valid document before entry of visitors area
  2. To ensure that the visitors enter only up to the area the airport operator demarcates.
  3. Any other duties entrusted / defined by BCAS time to time in relation to the above functions
- e. Security of Vital Installation
  1. To ensure access control inside the vital installation
  2. To ensure that only valid staff enters inside the vital installation
  3. To ensure proper frisking and checking of staffs enters inside.
  4. Any other duties entrusted / defined by BCAS time to time in relation to the above functions

#### **2. Selection procedure and other qualification: -**

2.1 The Service Provider, while employing a person, for Service Area, give preference to a person who has served as a member in one or more of the establishments, namely Army, Navy, Air Force, any other Armed Forces of the Union/CAPFs, Police including armed constabularies of States and Home Guards.

2.2 The security Personnel shall be well conversant with the local language. They shall be medically fit to perform the assigned work; and should be preferably below 50 years of age.

2.3 Supervisors and above who have to deal with public shall be graduate. They shall have aptitude towards security duties at the Airport. They shall have good communication skills and shall have pleasant demeanor. Security Guards should preferably be graduates but the minimum educational qualification shall be 10+2 or equivalent.

### **3.1 Induction:**

3.1.1 The Personnel forming the induction contingent will assemble at the designated airport to be inducted, well in advance to undergo the required training programme, as stipulated in para 5 below.

3.1.2 The Personnel shall normally be deployed as per the duty points to be vacated by the ASG, in pursuance of MHA OM dated 23.12.2019.

However, if a situation arises where changes in the deployment pattern/ increase or decrease in the sanctioned strength becomes necessary due to changing security requirements, a joint re-survey by Board of Officers consisting of representatives of Airport Operator, ASG, IB(MHA) and BCAS shall be carried out as decided by DG, BCAS, to reassess the requirements.

3.1.3 The Servie provider will carry out all such other duties/functions, which are duly assigned to them by DG, BCAS.

3.1.4 Training of appropriate duration shall be organized by Training Division, BCAS at the concerned airport/ASTIs before the induction.

3.1.5 In order to have a smooth take-over of duties, ASG shall extend necessary help to Servie provider Personnel to facilitate familiarization of working for a fortnight after induction of Personnel. The fortnight will be split into two parts as indicated below-

- a. During the first week, the Servie provider personnel will observe the ASG personnel on the job at every post, earmarked for personnel deployment.
- b. In the second week, the personnel shall perform the job under the guidance of the ASG which will keep only a skeleton staff for the purpose during this period.

3.1.6 At the end of fortnight, a review session/ meeting on the working personnel shall be conducted by concerned RD, BCAS, in consultation with DIAL and ASG, to finalize the firm date of induction of personnel.

Note: Para 3.1.5 will be applicable only for initial deployment during transition, later on this overlap should be among personnel under supervision of designed ASG Officer.

### **3.2 Command and Control**

3.2.1 Every personnel shall be under the operational command and supervision of such officer in-charge of ASG, who is designated as Chief Aerodrome Security Officer (CASO) for that particular airport. However, the general administration of the personnel shall be looked after by the Servie provider in consultation with DIAL.

3.2.2 CASO may issue suitable directions to the Servie provider, as would be necessary for smooth functioning of airport operations. However, such directions should be in conformity to the security scheme approved by DG, BCAS and also fall within the given mandate and jurisdiction of PSA.

3.2.3 The CASO will also submit a deployment statement of personnel to Airport Director, in addition to the deployment statement of ASG. The deployment statement would also be made available to BCAS officers as and when they visit the Airport for inspection.

3.2.4 Every personnel will wear such uniform with badges depicting the name of the Servie provider, as prescribed by the ASG in consultation with BCAS, for easy and distinct identification. Every personnel should preferably have a similar Uniform for all airports, designated to them, for uniformity and easy identification.

3.2.5 As aviation security has a direct bearing on the national security, every personnel shall be expected to maintain the highest level of integrity of character, honesty and exemplary discipline level.

3.2.6 Breach of discipline, if any, shall be viewed seriously and shall warrant suitable punishment/penal provisions. The standard of discipline and penalty for breach shall in accordance with the extant rules, as applicable on Servie provider. Any breach of security brought into the notice of PSA by CISF shall be acted upon by Servie provider expeditiously.

**4. Eligibility:** Servie provider that is applying to get employed in aviation sector shall meet all of the following stipulations:

- a. Having obtained license under THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 with concerned Government – state / union territory as defined in PSARA, 2005.
- b. Service provider shall have training facility as per registration and licensing terms of PSARA, 2005.
- c. Every PSA shall ensure imparting of such training to its security guards and supervisors as specified under Para (5) below, before induction for that component of PSA personnel that intends to get deployed in airports for non-core duty posts/security functions.
- d. Security clearance of the Service provider shall be obtained from BCAS before commencing the operation/deployment under Private Security Agency category on e-Sahaj portal. The security clearance shall be valid for a period of five (05) years from the date of issue of security clearance or the period of validity of contract with the airport operator, whichever is earlier. The Service provider would seek renewal of security clearance from BCAS, for which application has to be submitted through e-Sahaj portal, at least three months in advance.
- e. The security clearance can, however, be cancelled at any time without assigning any reason, in the light of any adverse inputs received from the Central Security Agencies.
- f. The Service provider shall obtain approval of security programme from concerned RD, BCAS before commencement of operation/deployment, which shall also be shared with ASG (CISF/Police) and DIAL.
- g. The private security personnel shall be on the regular pay roll of the Service Provider rather than the contractual outsourced employee.

**5. Training:** Service Provider Personnel (security guards and supervisors) shall undergo the following training before induction at the Airport:

- a. Personnel shall undergo five days Induction training at any BCAS accredited Aviation Security Training Institute (ASTI);
- b. PSA personnel, after completion of induction training, shall undergo Basic AVSEC course of thirteen(13) days at any BCAS accredited Aviation Security Training Institute (ASTI); and
- c. Refresher course of two days shall be attended by all after every two years.

**6. Responsibilities:** - Responsibilities of the Service provider working at the airport including Aerodrome operator:

- a. The Airport Operator shall provide proper infrastructural/ operational facilities including suitable technical equipment of PSA personnel to facilitate effective and efficient discharge of their duties.
- b. All technical equipment that will be used by Service provider's personnel shall meet the technical specifications as prescribed and stipulated by BCAS, from time to time.
- c. Service provider personnel will be deployed only in non-core security function decided by BCAS in consultation with MHA (IB), from time to time.
- d. Data bank of private security personnel shall be maintained by Service provider and Airport Operator and shall be shared with BCAS and ASG (CISF/Police) in order to prevent re-employment of blacklisted employees.
- e. Every Service provider shall take all measures to mitigate the risk associated with the insider threat through background checks and its periodic re-verification, selection procedures and security training. Every Service provider shall ensure service personnel and support staff.
- f. Every Service provider shall identify and develop appropriate measures in order to protect the confidentiality, integrity and availability of critical information and communication technology systems and data used for civil aviation operations.
- g. Aerodrome Entry Permit: Service provider's employees shall be issued only after character & antecedents verification by police and with linkage to the Aadhar data. The AEPs shall be deposited after completion of their duty.
- h. AEPs of superannuating: Service provider personnel or those personnel who quit or are removed from their jobs shall be taken back by the Service provider management/ Airport Operator without fail to prevent its misuse.
- i. Airport specific local SOP of development of Service provider's personnel shall be developed at the Airport by the DIAL in consultation with CASO of ASG and RD, BCAS. The SOP would also cover the establishment of reliable and effective means of communication between ASG and Service

provider at the Airport, besides meeting the other operational requirements which may come across during the induction, deployment operationalization of the Service provider.

- j. DIAL shall engage such number of personnel of Service provider as may be determined by the DG, BCAS for performing non-core security duties as assigned to them.
- k. Training to Service provider personnel shall be imparted as per the BCAS norms under supervision of BCAS. Training Division, BCAS would consider allotting/ organizing additional requirements of such training for soon to be inducted Service provider personnel.
- l. Service provider personnel should also be involved in the contingency plans by the airport operators, relevant to the areas where they will be deployed.
- m. ASG, MHA (IB) and BCAS shall be consulted while making necessary changes in the deployment plan of Service provider.
- n. BCAS officials shall conduct audit/ inspection of the Service provider while conducting the security audit/ inspection at airports. Thus, every Service provider shall also make an internal Quality Control Programme and ensure its compliance.
- o. BCAS shall have the overall responsibility of laying down norms for AVSEC policy formulation and monitoring its implementation by all the concerned agencies.
- p. Security incidents shall be reported by Service provider to DIAL and any other agency concerned without unnecessary delay by quickest possible means of communication.

7. In emergent situation, the DG, BCAS may make necessary changes in the deployment of personnel/ Service provider.

### **Part B** **Liquidated Damages**

The following Liquidity Damages would be levied in the event of failure of the Service Provider to achieve performance standards for the Services and the same would be debited from corresponding monthly payment as below:

Sr. No.	Absence of Manpower	Rate of Liquidity Damages	Amount
1	Absence of Security guard, Supervisor, Security Officer and Assistant Security officer	Basis of Gross Monthly salary per day.	The Liquidity Damages shall be calculated for number of days (or shift) of absence of support on pro – rata basis.
2	Uniforms	100% compliance	Liquidity Damages of Rs.500 after 2 violations.

Operation Liquidity Damages:

S. No.	Functional Area	Service Level Required	Compensation/Fines/Liquidated Damages
1	Un authorized entry	Zero Tolerance	Rs. 1000 per incident
2	Mis behaving with Passenger	Zero Tolerance	Rupees 1000 per incident.

3	Property Damage	Service Provider is responsible for all type of property at its Service Area	Will be levied on actual basis
5	Using Mobile while on duty without permission	Zero Tolerance	Rupees 500/- per incident.
6	Sleeping on duty	Zero tolerance	Rupees 300/- per incident.

If any loss of property (any kind) is reported on account of a short coming/dereliction of duty on part of the Service Provider, the loss shall be made good by the Service Provider by way of deductions from the monthly service charges, due to the Service Provider.

The above LD is in addition to any remedy that DIAL may have under the Applicable Laws. Any non compliance of the PSARA 2005 and AVSEC Circular 03/2021 shall be treated as material breach of the Service Agreement and will provide rights to DIAL to terminate the Service Agreement in addition to any other rights that DIAL may have under the Service Agreement or under the Applicable Law.

**SCHEDULE 3**

**CONTRACT SUM AND PAYMENT TERMS**

(To be finalized post selection of the Successful Bidder)

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**SCHEDULE 4**

**KEY PERSONNEL OF SERVICE PROVIDER**

(To be provided by the Service Provider)

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**Schedule 5**  
**Service Provider’s Personnel**  
**(to be provided by the Service Provider)**

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**SCHEDULE 6**  
**SHAREHOLDING PATTERN OF THE SERVICE PROVIDER**

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**SCHEDULE 7**  
**FORMAT OF PERFORMANCE BANK GUARANTEE**  
**(to be executed by scheduled Indian bank, Delhi branch)**

This Deed of Guarantee (“**Guarantee**”) is made at New Delhi, on this [•] day of [month],[year] by [name of the bank] duly constituted, registered and in existence in accordance with the laws of [•], having its principal office at [•] and, for the purposes of this Guarantee, acting through its New Delhi branch presently situated at [address of the bank in delhi] (hereinafter referred to as “**Bank**” or “**Guarantor**”, which term shall mean and include, unless repugnant to the context or meaning hereof, its successors and permitted assigns), in favour of Delhi International Airport Limited, a company incorporated under the Companies Act, 1956, having its registered office at New Udaan Bhawan, Opposite Terminal 3, Indira Gandhi International Airport, New Delhi – 110 037 (hereinafter referred to as “**Beneficiary**”/“**DIAL**”, which expression unless repugnant to the context hereof shall mean and include its successors-in-interest and assigns),

**WHEREAS:**

- (A) By Service Agreement dated [•] (hereinafter referred to as the “**Contract**”), **DIAL** has appointed M/s [•] a company incorporated under the Indian Companies Act 1956, having its registered office at [•] and branch office at [•] (hereinafter referred to as the “**Service Provider**” which expression shall include its successors, executors, administrators and permitted assigns etc.) for the purposes of [•] at Indira Gandhi International Airport, (IGI Airport), New Delhi..
- (B) The Contract requires the **Service Provider** to procure and deliver to **DIAL** an unconditional and irrevocable Performance Bank Guarantee for a sum of Rs. [•] /- (Rupees [•] only) (“**Guaranteed Amount**”) in respect of the Contract granted to the Contractor, to be furnished and maintained by the Service Provider to **DIAL**, in the manner as set out in clauses [•] of the Contract for the due performance of its duties and obligations stated therein.
- (C) The Service Provider has approached the Guarantor, for issuance of the Performance Bank Guarantee and at the Service Provider’s request and in consideration of the premises, the Guarantor has agreed to give such guarantee as hereinafter appearing.

**NOW THIS DEED WITNESSETH THAT** in consideration of the premises and at the request of the Service Provider, we, the Bank, hereby declare and agree as follows:

- 1. We, the Bank, hereby undertake to pay forthwith, as principal debtor and primary obligor, to the Beneficiary on its first demand in writing sent/delivered to us either by registered post or by hand or by e-mail, immediately and forthwith and without any delay, any sum demanded in writing not exceeding the Guaranteed Amount, without any protest, demur, caveat, recourse or reservation, on failure of the Service Provider to fulfill any of its obligations or responsibilities under the Contract or under any other understanding or agreement with the Beneficiary stating that the Guarantee has been invoked without the Beneficiary needing to prove or to share grounds or reasons for such demand. The Bank hereby is unconditionally bound and committed to pay to the Beneficiary, and shall pay to the Beneficiary promptly upon written notice by the Beneficiary to the Bank which notice will specifically state that:

*“Delhi International Airport Limited (“**DIAL**”) is invoking the Bank Guarantee no. [•] issued in favor of **DIAL** by [•] Bank on behalf of [•] for payment of an amount of Rupees [•].”*

- 2. We hereby undertake to make such payments without any reference to the Service Provider or any other person and irrespective of whether any claim of the Beneficiary is disputed, challenged or contested by the Service Provider or not. Any such demand made on us by the Beneficiary shall be final, binding and conclusive evidence and absolute as regards the invocation of the Guarantee and the amount due and payable under this Guarantee. We expressly acknowledge that this Guarantee may be invoked more than once. If the drawing is for a sum which is less than the Guaranteed Amount, this original Guarantee shall be retained by the Beneficiary and a copy of this Guarantee shall be submitted along with the written demand to the Bank for making the payment to the Beneficiary.
- 3. The Guarantor agrees that the terms of this Guarantee shall not be revocable and it shall have the continuing liability until all of the liabilities and obligations of the Guarantor under this Guarantee have been fully discharged or till the expiry of Claim Period of this Guarantee, whichever is earlier. It shall not

be necessary for the Beneficiary to proceed against the Service Provider before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Service Provider to the Beneficiary and notwithstanding that any such security shall at the time when claim is made against the Bank hereunder, be outstanding or unrealised. The exercise by Beneficiary of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

4. This Guarantee shall be valid for a period until *[insert the date]* or for such extended period as may be mutually agreed between the Service Provider and the Beneficiary ("**Expiry Date**") and shall continue to be enforceable till all amounts duly claimed under this Guarantee by the Beneficiary are paid. All the demands and claims by the Beneficiary under this Guarantee may be made in writing until 12 (twelve) months after the Expiry Date ("**Claim Period**"). In case the last day of the Claim Period is a bank holiday or a public holiday, then the Claim Period shall expire on the immediate next working day.
5. This Guarantee, herein contained, shall not be impaired or discharged or determined or affected by the liquidation or winding up, determination or change of constitution of the Bank, Service Provider or Beneficiary or by any arrangement made between the Service Provider and Beneficiary or by any variations in the terms and conditions of the Contract or any other documents, deeds or other writings entered into by the Service Provider with the Beneficiary in relation to the Contract or by extension of time of performance of any obligations by the Service Provider under the Contract or any postponement for any time of the powers exercisable by the Beneficiary against the Service Provider or forbear once to or enforce any of the terms and conditions of the Contract. We shall not be relieved from our obligations and liability under this Guarantee, by reason of any variation or extension being granted to the Service Provider or forbearance or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Service Provider to give such matter or thing whatsoever, which under the law relating to sureties would but for this clause/provision have effect of so relieving us.
6. All payments made hereunder shall be free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions, whatsoever and by whomsoever imposed.
7. Any demand, notice or any other communication under this Guarantee shall be written in English and delivered personally or sent by registered post with acknowledgment, or by electronic mail or by reputed overnight courier on or before the expiry of Claim Period, at the following addresses:

Designation:

Branch Address:

Tel No.:

E-mail ID:

8. All such demand, notices and communications shall be effective only if received by the Bank on or before the expiry of Claim Period:
  - (i) if sent by email, immediately upon its transmission from the server of the Beneficiary;
  - (ii) if sent by person, when delivered;
  - (iii) if sent by reputed courier 1 (one) day after deposit with an overnight courier; and
  - (iv) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered.

If this Guarantee is invoked on the last day of the Claim Period after public dealing hours, the claim of the Beneficiary shall be valid and we shall be liable to make payments on the immediate next working day. For the purposes of this Guarantee, any claims made on the last day of the Claim Period shall be considered to be duly received within the Claim Period.

9. This Guarantee shall be irrevocable and we, the Bank, undertake not to revoke this Guarantee till its currency except the previous and express consent of the Beneficiary in writing.

10. Notwithstanding anything to the contrary as contained hereinabove,

- (i) at any given time our liability under this Guarantee is restricted to *[insert amount]* this Guarantee shall be irrevocable and shall come into force on its execution;
- (ii) our liability under this Guarantee shall remain valid for the claims received within the Claim Period only, where after all rights under this Guarantee shall be forfeited and we shall be discharged from all liability hereunder.

11. All claims under this Guarantee will be made payable at the New Delhi branch of the Bank, presently located at [•] or any other branch located at Delhi.

12. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of New Delhi, India.

13. The Bank represents that it has power and authority to validly execute and issue this Guarantee and the undersigned is duly authorized to execute and deliver this Guarantee and this Guarantee will be legally valid and binding and enforceable against the Bank.

14. This Bank Guarantee is for the benefit of Beneficiary and its successors and assigns. This Bank Guarantee is binding not only on the Bank, but also on the Bank's successors and permitted assigns. The Bank shall not assign its rights and obligations hereunder to any person, bank, company or other entity except as permitted by Beneficiary in writing.

**IN WITNESS WHEREOF**, this Deed of Guarantee has been signed on this the [•] day of [•], [•].

[Execution Block]