

Delhi International Airport Limited

Request for Proposal

For

**Deployment of Private Security Agency for undertaking non-core security functions
at**

Indira Gandhi International Airport

Date of Issue: 27-04-2022

Last date of Submission: 12-05-2022

**Issued By:
Head Procurement**

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DISCLAIMER

- I. The information contained in this Request for Proposal (“RFP”) is being provided for the limited purposes of (i) enabling the Interested Party(ies) (*hereinafter defined*) to prepare and submit a Proposal (*hereinafter defined*), (ii) selecting Successful Bidder (*hereinafter defined*) and for awarding the contract for undertaking the Services (*as defined below*) as per the terms and conditions of the Service Agreement (*hereinafter defined*).
- II. This RFP outlines DIAL’s expectations in relation to the Proposal to be submitted by the Interested Party(ies). No legal or other obligation shall arise in DIAL’s name on the basis of this RFP.
- III. This RFP is being made available by DIAL to the Interested Party(ies) on the terms set out in this RFP. The possession or use of this RFP for any purpose other than as specified in this RFP is expressly prohibited. Interested Party(ies) shall inform themselves concerning, and shall observe any applicable legal and regulatory requirements. This RFP is issued upon an express understanding and agreement that the Interested Party(ies) shall use it only for the purpose of preparing and submitting their Proposals and for no other purpose.
- IV. This RFP does not purport to contain all the information that the Interested Party(ies), their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the Proposal. This RFP is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by DIAL, its directors, advisors, consultants, contractors, officers, employees and/or its agents arising out of or in respect of the issue of this RFP, and/or the tender process, and/or the accuracy, adequacy or completeness of the contents hereof, and/or any related information/statement thereof, nor shall it be assumed that such information or statements shall remain unchanged.
- V. The information in this RFP does not purport to be comprehensive. Any and all information provided by DIAL to the Interested Party(ies) in this RFP is indicative and has been provided for reference only and DIAL does not affirm or confirm for the accuracy or correctness of such information and data. It is the responsibility of the Interested Party(ies) to verify such information/data and are advised to undertake independent studies and exercise due diligence before relying on the data, projections and other details contained in this RFP or as may be provided by DIAL during the tender process and before submitting their respective Proposal in response to this RFP.
- VI. Nothing in this RFP shall be construed as an assurance, representation as to the award of the contract or otherwise or guarantee of any amount of business or prospect of business, legal, financial or tax advice or basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the award of the contract.
- VII. The issue of this RFP does not imply that the DIAL is bound to select a Interested Party(ies) or to appoint the Successful Bidder, for the grant of contract, and DIAL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- VIII. DIAL reserves the right to update, amend or supplement this RFP and/or any information contained herein at any time, change the basis of or the procedures (including the Tender Process Schedule) relating to the selection process, reject any, or all, of the Proposal, not to invite Interested Party(ies) to proceed further, not to furnish the Interested Party(ies) with any additional information nor otherwise to negotiate with the Interested Party(ies). The Bidders shall not have the opportunity to revise their Proposal following submission, except as provided in this RFP.

- IX. This RFP is confidential and personal to each Interested Party(ies). Each Bidder shall submit Letter of Undertaking and Confidentiality Undertaking in the format as prescribed in this RFP along with Proposal. Bidders shall note that they are bound by the terms of the Letter of Undertaking and Confidentiality Undertaking which, *inter alia*, prohibits disclosure of any information as therein defined to any person or body corporate except as permitted by such Letter of Undertaking and/or Confidentiality Undertaking. Interested Party(ies) shall promptly return this RFP to DIAL upon request or as specified in this RFP. Any failure to furnish or comply with the terms of the Letter of Undertaking and or Confidentiality Undertaking shall entitle DIAL to disqualify the relevant Interested Party(ies) forthwith.
- X. Each Interested Party(ies) must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract. Any reference to this RFP in any such contract or any correspondence between DIAL and the Interested Party(ies) shall not be construed as this RFP forming part of such contract.
- XI. Each Interested Party(ies) acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this RFP. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof exchanged with the Interested Party(ies).
- XII. The Interested Party(ies) (or its advisers or consultants) are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Interested Party(ies) towards any officer/employee of DIAL or to any other person in a position to influence the decision of DIAL for showing any favour in relation to this RFP or any other contract, shall render the Interested Party(ies) to such liability/ penalty/damages as DIAL may deem proper, including but not limited to rejection of the Proposal of the Interested Party(ies).
- XIII. No extension of time shall be granted under any circumstances to any particular Interested Party(ies) for submission of its Proposal including, but not limited to, on the grounds that the Interested Party(ies) did not obtain a complete set of the RFP, or on any other ground(s), except as provided in this RFP.
- XIV. No person other than Head Procurement of DIAL is authorized to give any information or to make any representation not contained in this RFP and, if given or made, any such information or representation shall not be relied upon unless as having been so authorized.
- XV. Only the courts at New Delhi, India shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute in relation to the RFP, tender process or any other aspect in relation thereto.
- XVI. This RFP and all the entities participating in the tender process shall be governed by the laws of India, with exclusive jurisdiction of courts at New Delhi.
- XVII. By submitting its Proposal, the Interested Party(ies) acknowledge and agree that it does not have any legal disputes with AAI, DIAL and with any other GMR entity.

* * * * *

NOTICE OF REQUEST FOR PROPOSAL

PLEASE SUBMIT SEALED BIDS IN 2 PARTS:

- 1. UNPRICED PROPOSAL FOR SCOPE OF SERVICES, DULY SIGNED & STAMPED ON COMPANY'S LETTER HEAD, ALONGWITH ALL DOCUMENTS AND RELEVANT CONFIRMATION AND ATTACHMENTS AS REQUIRED IN THIS RFP.**
- 2. PRICE PROPOSAL IN THE FORMAT AS PROVIDED IN THE SCHEDULE 7, DULY SEALED WITH SCOPE, DULY SIGNED & STAMPED, ON COMPANY'S LETTER HEAD WITH ALL RELEVANT CONFIRMATION AND ATTACHMENTS AS REQUIRED IN THIS RFP.**

BOTH ABOVE MENTIONED INNER ENVELOPES TO BE SUBMITTED IN ONE OUTER ENVELOPE SUPERSCRIBING UNPRICED SCOPE BID AND PRICE SCOPE PROPOSAL.

NOTE: In accordance with Notification no.21/38/2007-IR dated September 24, 2007 issued by Chief Labour Commissioner (Central), Ministry of Labour, Minimum Wages as notified by Central Government in respect of Area "A" are applicable to DIAL. Please confirm that the Price Bid submitted by the Interested Party(ies) is in line with the minimum wages notified by the Central Government.

BID TO BE SUBMITTED AT THE FOLLOWING ADDRESS:

**HEAD PROCUREMENT
DELHI INTERNATIONAL AIRPORT LIMITED (DIAL)
NEW UDAAN BHAWAN, OPP. TERMINAL-3, IGI AIRPORT, NEW DELHI – 110037**

SECTION I
A. INSTRUCTIONS TO INTERESTED PARTY(IES)

1. DIAL has been granted concession by Airports Authority of India (“AAI”) *vide* Operation, Management and Development Agreement dated April 4, 2006 (“OMDA”), to operate, maintain, develop, design, construct, upgrade, modernize, finance and manage the Indira Gandhi International Airport (“Airport”) and to contract with third part(ies) to undertake such functions.

For the purposes of executing non-core security functions at the airports, the Ministry of Home Affairs (“MHA”) and Bureau of Civil Aviation Security (“BCAS”) has issued direction and norms for deployment of Private Security Agency (“PSA”) to carry non-core security functions at the Airport. “Private Security Agency”/“PSA” means 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. BCAS has vide AVSEC Circular -03/2021 issued directions in this regard, in view of which, DIAL being the operator of the Airport is issuing this RFP to the interested parties for the purpose of identifying a Successful Bidder who will be responsible for undertaking the Services either through itself or by incorporating a special purpose vehicle and in the manner as provided in the RFP and indicative draft Service Agreement (format as attached and marked as Annexure-I) at the Service Area (*as defined below*).

“**Successful Bidder**” means the Interested Party, who is qualified and short-listed after meeting the Basic Eligibility Criteria, Technical and Financial Eligibility Criterias and is selected by DIAL in terms of this RFP (Bid Process/Tender Process).

“**Interested Party**” shall mean an entity who submits an unconditional, final, valid and binding Proposal, in accordance with the terms and conditions of this RFP.

The Service Agreement shall be executed with the Service Provider. “**Service Provider**” shall mean the special purpose vehicles/SPVs incorporated under the provisions of the Indian Companies Act, 2013, by the Successful Bidder, in accordance with the provisions of the RFP, in the event the Successful Bidder operates through the SPV, or the Successful Bidder itself, in the event the Successful Bidder operate on its own, for the sole purpose of executing and performing the Services, pursuant to the execution of the Service Agreement.

DIAL hereby thus invites applications from Interested Party(ies) to submit the Proposals for hiring of a Private Security Agency for undertaking the non-core security functions at the Airport on the terms and conditions contained in this RFP. “**Proposal**” shall mean an unconditional, valid, final and binding offer comprising of Technical Proposal, Financial Proposal, Tender Security and other documents as required under this RFP, submitted by the Interested Party(ies) in response to and on the terms and conditions of this RFP.

2. The Proposal shall be unconditional, firm and valid for a period of 90 (Ninety) days from the due date of submission (“**Proposal Validity Period**”). Any Proposal which has validity lower than Proposal Validity Period shall be rejected by DIAL as being non responsive. However, DIAL may request the Interested Party(ies) to extend the Proposal beyond the Proposal Validity Period by written notice to the Interested Party(ies).
3. The Interested Party(ies) are advised to visit the Service Area(s) and its surroundings, and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the Proposal, for undertaking the Services at the Service Area, and for entering into the Service Agreement for undertaking the Services. The Service Area shall mean the following non-core duty posts of aviation security which are to be manned by the personnel of Private Security Agency:

- 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

Interested Party (ies) may, if required, obtain further information from:

Tender Officer: Head Procurement
Delhi International Airport Limited
New Udaan Bhawan, Opp. Terminal 3,
IGI Airport, New Delhi – 110 037, India
Tel. + 91-11-[4719 7000],
Prerna.paul@gmrgroup.in; Pradnya.Kulkarni@gmrgroup.in

4. The Interested Party(ies) are advised to adhere to the following schedule for the purpose of this Request for Proposal (“**Tender Process Schedule**”):

Date of issuance of Request for Proposal	:	27-04-2022
Date of receipt of queries from Interested Party (ies)	:	30-04-2022
Date of reply to queries raised by Interested Party (ies) by DIAL	:	04-05-2022
Last date for Proposal/Bid submission Date	:	12-05-2022

Note: The Interested Party (ies) may note that while DIAL shall endeavor to adhere to the indicative Tender Process Schedule, as prescribed hereinabove, all scheduled dates indicated in the Tender Process Schedule are subject to revisions at the sole discretion of DIAL, and any revision in the Tender Process Schedule shall be informed by DIAL to the Interested Party (ies) without assigning any reason and the Interested Party (ies) agree that DIAL shall not be liable in any manner for any such revision in the scheduled timelines in any manner whatsoever.

* * * * *

B. IMPORTANT TERMS OF THE SERVICE AGREEMENT

1. SCOPE OF SERVICES

The Services that is required to be provided by the Successful Bidder/Service Provider at the Service Area shall be in accordance to the Schedule-2. The Services shall always be provided in the mode and manner provided in the AVSEC Circular 03/2021. The Service Provider shall ensure the selection, induction and deployment of the Personnel for the performance of Services, the training of the Personnel, their control and supervision and other requirements shall be in terms of the AVSEC Circular 03/2021.

2. APPLICABLE LAWS AND SERVICE LEVEL STANDARDS

- 2.1 The Service Provider is required to coordinate with all the stakeholders operating at the Airport, in relation to rendering the Services and to perform at the Service Area at the Airport as per Service Level Standards (as provided in the Service Agreement), Good Industry Practice (as defined in the Service Agreement) and as per the directions of DIAL issued in this regard from time to time. The Service Agreement shall be on principal to principal basis. The Service Provider shall provide the Services at the Service Area and shall comply all times with all Applicable Laws (*as defined in the Service Agreement*) including Private Security agencies (Regulation) Act, 2005 (PSARA), Aircraft Act, 1934, Aircraft Security Rules 2011, AVSEC Circular 03/2021, all labour laws for execution of the Services and deployment of the personnel for the same. Any failure to do the same shall make the Service Provider liable to DIAL for the consequences under law and the Service Agreement including the indemnity in terms of the Service Agreement. The Service Provider shall, at its own cost and expense and at all times obtain and maintain all Approvals (*as defined in the Service Agreement*) from various Government Authorities (*as defined in the Service Agreement*), including that of the BCAS registrations and security clearance as may be required for provisioning of the Services. It shall be the responsibility of the Service Provider to be abreast with the, international standards of services and Good Industry Practice for rendering the Services at the Airport.

3. PAYMENTS UNDER THE SERVICE AGREEMENT

3.1 Contract Sum

The Service Provider shall be paid the Contract Sum in Indian Rupees as quoted by the Successful Bidder in the format provided in the Schedule-7. The unit rate and Contract Sum as quoted by the Successful Bidder as per the format provided in the Schedule-7 shall remain fixed throughout the Term of the Service Agreement and shall not be subject to any escalation except the increase in the minimum wages of those governed by minimum wages from time to time. DIAL shall make the payment of the Contract Sum to the Service Provider in accordance with the Service Agreement on monthly basis.

3.2 Performance Guarantee

The Successful Bidder shall be required to provide an unconditional and irrevocable performance bank guarantee in the form provided in the Service Agreement from a scheduled Indian bank for a value equivalent to 10 % of the yearly Contract Sum, as follows:

- a. For the Year 1- within 30 (thirty) days of date of the letter intimating the Successful Bidder of its selection, subject to the Condition Precedent (Letter of Intent to Award);
- b. For the Year 2- within 30 (thirty) days from the expiry of first anniversary of the Service Agreement;

- c. For the Year 3- within 30 (thirty) days from the expiry of the second anniversary of the Service Agreement.

for the due compliance with the obligations under the Service Agreement, which shall be for a period of 03 (three) months after the expiry of the Term of the Service Agreement.

3.2 Taxes

The Service Provider shall pay all applicable taxes in relation to all the payments made by DIAL, in accordance with the provisions of this RFP and the Service Agreement

4. CONTRACT TERM

The Service Agreement shall commence from Commencement Date (*shall have the meaning prescribed to it in the Service Agreement*) and shall be valid for the period upto 3 (three) years from the Commencement Date, unless terminated earlier in accordance with the terms and conditions of Service Agreement.

5. CONDITION PRECEDENT FOR EXECUTION OF THE SERVICE AGREEMENT

- 5.1 Successful Bidder/Service Provider shall have obtained license under Private Security Agencies (Regulation) Act, 2005 (PSARA) with concerned Government, State/ Union territory as defined in PSARA, 2005.
- 5.2 Security clearance of the Successful Bidder/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.
- 5.3 The PSA 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.
- 5.4 The private security personnel shall be on the regular pay roll of the designated private security agency rather than the contractual outsourced employee.
- 5.5 Successful Bidder/Service Provider shall have training facility as per registration and licensing terms of PSARA, 2005.
- 5.6 Successful Bidder/Service Provider shall ensure imparting of such training to its security guards and supervisors, before induction for that component of PSA personnel that intends to get deployed at Service Area at the Airport. Private Security Agency Personnel (security guards and supervisors) shall undergo the following training:
- 5.6.1 Five days Induction training at any BCAS accredited Aviation Security Training Institute (ASTI);
- 5.6.2 After completion of induction training, shall undergo Basic AVSEC course of thirteen (13) days at any BCAS accredited Aviation Security Training Institute (ASTI);

6. The Service Provider Agreement may be referred for further details;

C. TERMS AND CONDITIONS FOR THE SUBMISSION OF PROPOSAL

- | | | | |
|----|-----------------------|-----|--|
| 1. | Interested Party(ies) | 1.1 | The Interested Party(ies) shall provide the required information in the prescribed forms. The Interested Party(ies) must ensure that the Proposal submitted is complete, as per the terms of this RFP. DIAL has designed the formats for provision of the information by the Interested Party(ies), relevant for the bid evaluation process. Therefore, the Interested Party(ies) are advised/ required to |
|----|-----------------------|-----|--|

provide information in the enclosed formats to aid the process of evaluation.

2. Amendment of Request for Proposal 2.1

DIAL may, for any reason, whether on its own or response to a clarification sought by the Interested Party(ies), modify this RFP, including but not limited to the timelines specified therein, by issuing an Addendum. "Addendum" shall mean any written amendment to this RFP, if any, time to time issued by DIAL. In case the Addendum is issued prior to the Bid Submission Date, the Interested Party(ies), shall have the option to resubmit the Proposal within the time permitted by DIAL in writing. In case the Addendum is issued after the Bid Submission Date, Interested Party(ies), shall be required to submit additional information in respect of the Proposal (if any), within the time and manner prescribed by DIAL in writing.

On resubmission of the revised Proposal by the Interested Party(ies), the original Proposal submitted by the Interested Party(ies), shall stand null and void. Alternatively, an addendum to the original Proposal with respect to any particular clause(s)/section(s) may be submitted by the Interested Party(ies) which shall be deemed to supersede such particular clause(s)/section(s) in the original Proposal. Such addendum to the original Proposal shall be clearly marked on the sealed envelope as "ADDENDUM NO. [●] TO ORIGINAL PROPOSAL", otherwise the same shall be construed as an alternative Proposal.

2.2

In case after issuance of any Addendum, Interested Party(ies) who have already submitted their Proposal, do not resubmit their Proposals, it shall be deemed that such Interested Party(ies) do not intend to modify their Proposal on the basis of the Addendum and the Addendum has been taken into account.

3. Preparation of Proposal

3.1

The Proposal submitted by the Interested Party(ies) shall comprise the following:

- a. Cover Letter of the Proposal
- b. Qualification documents with check list of the eligibility criteria
- c. Tender Security
- d. Letter of Undertaking for Non-Disclosure
- e. Power of Attorney and Board Resolution
- f. Technical Proposal
- g. Price Proposal (duly filled Bill of Quantities)
- h. any other documents as may be required and set out in this RFP.

3.2

Interested Party(ies) shall quote for the entire Services in the Price Proposal in the format provided in the Schedule 7, such that the total price proposal covers all its risks, obligations and liabilities set out in or to be reasonably inferred from the RFP in accordance with the requirements of the Services and Applicable Laws.

3.3

In Price Proposal, the Interested Party(ies) shall quote all prices exclusive of taxes and duties along with the detailed breakup of the same.

“Technical Proposal” shall mean the unconditional, final and binding technical proposal, which shall be submitted by the Interested Part(ies) as part of the Proposal in accordance with this RFP.

“Price Proposal” shall mean the unconditional, final and binding price proposal, which shall be submitted by the Interested Part(ies) as a part of the Proposal in accordance with the provisions of this RFP.

4. Form of Proposal
and Other
Documents
Comprising the
Proposal

The Interested Party(ies) shall submit the Proposal in the form attached to this RFP as Schedule 3 along with a Letter of Undertaking for Non-Disclosure as annexed with this RFP in Schedule 4. The Interested Party(ies) shall along with the Proposal submit a valid power of attorney in the form set out in Schedule 5 or a valid resolution of the Board of Directors of the Interested Party(ies) or other valid authorization, authorizing the signatory of the Proposal to commit the Interested Party(ies). The Interested Party(ies) shall also submit the Tender Security as set out in the Schedule-6. The Interested Party(ies) shall also give a confirmation of the Service Agreement as set out in the Annexure-I of this RFP.

5. Format and
Signing of
Proposal

5.1

The Proposal shall be typed and signed by a person or persons duly authorized to sign on behalf of the Interested Party(ies). All pages of the Proposal shall be initialed by the person or persons signing the Proposal. The Proposal shall be submitted in original

5.2

The Interested Party(ies) shall place the proposal and other documents as specified in the RFP in separate sealed inner envelopes clearly marking each one as **“PRICE PROPOSAL”** and **“OTHER DOCUMENTS”**. OTHER DOCUMENTS shall contain the Qualification Documents, Technical Proposal, Tender Security and other documents as required in this RFP.

The sealed Price Proposal and other documents envelopes shall be enclosed in a single sealed outer envelope.

5.3 The inner and outer envelopes shall:

- a. be addressed to the at the address mentioned in Notice of Request for Proposal; and
- b. bear the following identification:
 - “Hiring of Private Security Agency for non-core security functions at IGI Airport”
 - “DO NOT OPEN BEFORE 12-05-2022”

If the envelope is not sealed and marked as instructed above, DIAL (or any of its representative/advisors), assumes no responsibility for the misplacement or of the contents or such contents being in open so visible prior to opening of the Proposal, in which case the Interested Party (ies) submitted such Proposal shall disqualify.

6. Eligibility Criteria 6.1

Proposal may be submitted by the Interested Party(ies) to undertake the Services, provided that the Interested Party(ies) meets the Basic Eligibility Criteria (*as specified in the Part A of Schedule I*) and the Specific Eligibility Criteria (Technical and Financial Eligibility Criteria) (*as specified in the Part B of the Schedule I*) (collectively referred to as “**Eligibility Criteria**”) as specified in Schedule–I of this RFP.

A Interested Party(ies) shall be permitted/ allowed to submit only 1 (One) Proposal with respect to this RFP.

6.2

Conflict of Interest: A Bidder shall not have a conflict of interest that affects the tender process. Any Interested Party(ies) found to have a conflict of interest shall be disqualified. Without limiting the generality of the above, the Interested Party(ies) shall be considered to have a conflict of interest that affects the tender process, if:

- a. such Interested Party(ies) and any other Interested Party(ies) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Interested Party in the other Interested Party is less than 1% (One percent) of its paid up capital; or
- b. an affiliate of such Interested Party(ies) is also an affiliate of another Interested Party(ies); or
- c. such Interested Party(ies) receives or has received any direct or indirect subsidy from any other Interested Party(ies), or has provided any such subsidy to any other Interested Party(ies); or
- d. such Interested Party(ies) has the same legal representative for purposes of this RFP as any other Interested Party(ies); or

- e. such Interested Party(ies) has a relationship with another Interested Party(ies), directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Interested Party(ies)

6.3 **Disqualifications**

6.3.1 Without prejudice to and without limiting DIAL's right to disqualify any Interested Party as otherwise provided in this RFP, DIAL shall have the right, in its sole discretion, to disqualify any Interested Party and reject its Proposal including but not limited to any one or more of the following grounds:

- (a) the Proposal is not accompanied by documents and annexures required to be submitted in accordance with this RFP;
- (b) the Price Proposal and/or Technical Proposal is/are not in the prescribed manner/form such as not submitted in entirety;
- (c) the Interested Party does not comply with any of the criteria including but not limited to the Basic Eligibility Criteria, Technical Eligibility Criteria and the Financial Eligibility Criteria;
- (d) there is any Conflict of Interest;
- (e) the Interested Party is not in substantial compliance with the requirements of this RFP;
- (f) where the Interested Party, for any reason, been debarred by AAI/DIAL from participating in any tender process;
- (g) In the last 5 (Five) years, the Interested Party: (i) has failed to perform its obligations under any contract with any entity including DIAL/ AAI; or (ii) has willfully defaulted its payment obligations or breached the material terms of the contract with any entity including DIAL/ AAI; or (iii) has committed any fraud, deceit or misrepresentation in relation to contract with any entity; or (iv) has been expelled from any project or contract by any entity including DIAL/ AAI; or (v) has rescinded or abandoned contract with any entity including DIAL/ AAI;
- (h) if the Interested Party does not agree to the extension of the Proposal Validity Period by DIAL;
- (i) if the Proposal is not signed, sealed and marked as stipulated in this RFP or does not contain all the information as requested in this RFP or in the form as specified in this RFP;
- (j) any Proposal, in respect of which Tender Security is not been submitted;
- (k) if the Interested Party submits incorrect/ inaccurate/ misleading information or conceals/ suppresses any information or makes any false representation, whether knowingly or unknowingly;

- (l) where the Interested Party seeks to modify the Proposal after Tender Submission Date without the consent of DIAL;
- (m) any Proposal that may be received after the Bid Submission Date;
- (n) influence DIAL with respect to the Eligibility Criteria and tender process or attempts to influence or induce DIAL with respect to the selection process;
- (o) where the Interested Party has in the past, been in breach of, or has defaulted in, its obligations pertaining to any contract or arrangement with DIAL or any Affiliate of DIAL or industry association (if any) to which it is affiliated to;
- (p) where the Interested Party does not submit Proposal for the entire scope of the Services or submits a conditional Proposal;
- (q) the Interested Party has been declared as a defaulter by any Governmental Authority or has been debarred by any Governmental Authority from making the Proposal;
- (r) there are pending, active, or previous legal action by/against the Interested Party that may prevent its participation in the tender process or it from fulfilling its obligations as specified in this RFP and the Services Agreement or prevent it from execution of the Service Agreement and any other forms and deeds as required;
- (s) where any winding up petition whether voluntary or otherwise, if applicable, has been filed in the jurisdictional High Court/forum of appropriate jurisdiction by or against the Interested Party; or
- (t) where any Interested Party submits more than one (1) Proposal directly or indirectly.

6.3.2 **Corrupt Practices**

The Interested Party has not and shall not engage in corrupt or fraudulent practices in competing under this RFP. The Interested Party shall not have any commercial mutual benefits with other Interested Party(ies) submitting the Proposal on the date of submission of the Proposal.

6.3.3 **Collusive Bidding**

Interested Party, the respective members/ shareholders/ officers, employees, agents and advisers of each of these entities shall not engage in collusive bidding, anti-competitive conduct or any other similar conduct, in any form or manner, with any other person in relation to the preparation or lodgment of Proposal or otherwise in any aspect of the Services. Any such collusive bidding shall render the Proposal liable to be rejected on this ground alone.

7. Evaluation of Proposals
- 7.1 7.1 The Tender Officer will examine the Proposal to determine whether they are complete, whether the documents have been properly signed, whether all the basic qualification, technical qualification and financial qualification are met, whether the Proposal are substantially compliant to the requirements of the RFP; and whether the Interested Party(ies) have provided any clarification and/or substantiation that the Tender Officer may have required. Process of evaluation of Proposals shall be confidential. To assist in the examination, evaluation and comparison of proposals, the Tender Officer may at its discretion, request any Interested Party for clarification of its Proposal. The Tender evaluation committee shall evaluate the Proposals received and select the most advantageous Proposal taking into account the technical and price details submitted by the Interested Party(ies). DIAL is not bound to award the contract to the party offering lowest price proposal.
8. DIAL, at its discretion, may award the contract to the Interested Party(ies) whose Proposal has been determined to be conforming and who have offered the most advantageous Proposal to DIAL.

SECTION-II

SCHEDULE –I ELIGIBILITY CRITERIA AND DOCUMENT LIST

PART–A BASIC ELIGIBILITY CRITERIA

The Interested Party(ies) is required to provide DIAL with a certificate and qualification documentation (where applicable) in relation to the following criteria:

1. The Interested Party(ies) is a body corporate validly incorporated and existing under Applicable Laws;
2. The Interested Party(ies) has the requisite corporate power and authority and is permitted under its constitutional documents to submit the Proposal, the Tender Security, to execute the Services Agreement and to perform its obligations thereunder (if Interested Party(ies) is selected and issued the Letter of Intent to Award);
3. The Interested Party(ies) has got its financial statements audited by a statutory auditor within the regular time permitted under the Applicable Laws in all the preceding 3 (Three) years;
4. The Interested Party(ies) is the Private Security Agency and is in compliance with Private Security Agencies (Regulation) Act, 2005
5. The Interested Party(ies) is financially capable to participate in the tender process and has produced a certificate of solvency from its bank certifying that the Interested Party(ies) has sufficient cash flows to continue the conduct of its business for a period of at least 6 months from the date of submission of the Proposal by the Interested Party(ies), based on the Interested Party(ies)'s projected net sales (“**Certificate of Solvency**”);
6. There is no pending, active, or previous legal action that prevents the Interested Party(ies) from submitting the Proposal and subsequently executing the Services Agreement or fulfilling the conditions of the Services Agreement;
7. There is no pending, active or previous dispute or legal action in the court of law with DIAL, or its affiliates and/ or AAI;
8. The Interested Party(ies) has not been debarred by DIAL or by AAI;

PART-B**TECHNICAL AND FINANCIAL ELIGIBILITY CRITERIA AND DOCUMENT LIST**

S. No.	Technical & Financial Eligibility Criteria	Supporting documents to be submitted
1	Average turnover in last three years to be min INR100 Crores (Company profile, GST registration, PF, ESI documents and document mentioning the Average turnover in last three years to be min INR100 Crores)	
2	Understanding of RFP scope as demonstrated during tender meetings.	
3	Resource Based & Technical expertise -Experience : Nature of organization and size of deployment having minimum 500 personnel at any airport / hypersensitive airport with period of deployment to be more than 5 years.	
4	Operational capability : Operational practices for ensuring effective operations, including presence of former uniformed service personnel at different level in the organization, Not only to effectively take care of the operation but also coordinate with CISF. Preference will be given to agencies having personnel from Army/ Navy/ Air force/ police officials and/or Ex CISF personnel with airports experience. Service Provider to demonstrate atleast 10% of the proposed requirement as specified in the RFP out of their existing manpower falls under anyone of the category mentioned.	
5	Agencies to demonstrate the qualification of security guards preferably Graduate, however min qualification shall be 10+2 or equivalent. List of such personnel on payroll to be shared as part of bidding documents. Such personnel can be outsourced.	
6	Certifications & Accreditations: 18788-2015 Accreditation and preference will be given to those certifications that are specially meant for private security operations.	
7	Regarding Training Centre: Security sector skill development council, 29993 -2017 ISO accreditation, Accreditations with NSDC/any other sector skill development council with 4-star rating or above and any other professional certifications.	
8	It is expected that the agency has its own training centre / access to the training centre with full-fledged training infrastructure for imparting effective training to the security personnel	
9	Training facility/infrastructure & capacity to train manpower: The duration of the training and the course curriculum/ training content. The quality of trainers based on their background and experience.	

Details of the past experience to be provided in the following format;

	Details of the Project /works executed by the Interested party of similar nature, scale, complexity and time constraints.	
	Project Name:	
	Employer	
	Main Contractor	
	Approximate Value of Works	
	Start Date – Completion Date	
	Brief Description & Indicative Quantities	
	Reference Contact, Name & Phone	

PART-C

ELIGIBILITY CRITERIA AND DOCUMENT LIST

QUALIFICATION DOCUMENTS

(LIST OF SUPPORTING DOCUMENTS TO BE SUBMITTED)

Duly certified qualification documentation is to be submitted by the Interested Party(ies) in relation to the Basic Eligibility Criteria. The documents must also be submitted by the Interested Party(ies), fulfilling the Eligibility Criteria:

1. Documents in support of qualification of the Basic and Specific Eligibility Criteria as listed in Part A and Part-B of Schedule -1 of this RFP respectively.
2. Certificate of solvency in original from a Bank also clearly indicating the net worth of the Interested Party(ies) as on the date of issue of this RFP.
3. Duly self - certified profile of the Interested Party(ies), (Particulars of the Interested Party(ies)) to along with the certified true copies of the current share-holding pattern of the Interested Party(ies).
4. Certified true copy of the certificate of incorporation / certificate of commencement of business (wherever applicable) / registration of business name from the concerned registrar of companies or the relevant governmental authorities.
5. Certified true copies of the constitutional documents of the Interested Party(ies) i.e. Memorandum of Association and the Articles of Association.
6. Certified true copies of the audited financial and cash-flow statements of the Interested Party(ies), for the preceding 3 (three) Financial Years including the financial statements for the last full Financial Year.
7. Copies of the requisite authorizations and other relevant documents in support of the Specific Eligibility Criteria.
8. Details of the key managerial personnel and their relevant experience, duly certified by them of the Interested Party(ies).
9. Certified true copies of all quality certification and such other certification, if applicable for the purpose of the Services.

SCHEDULE- 2

SCOPE OF SERVICE AND GUIDELINES

These guidelines provide the scope of work and norms for the same and that the PSA (Private Security Agency/PSA/Service Provider) shall function within the scope of providing aviation security the airports under the operational command and control of the Aviation Security Group (ASG)

1. Objective: The objective of induction of Private Security Agency 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.

2. Deployment:

2.1: 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 Private Security Personnel.

- a. Segregation gate (Departure/Arrival)
 1. Segregation gates separates the Passenger 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 passenger 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 Passenger 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

3. Selection procedure and other qualification: -

3.1.1 Every PSA may, while employing a person, for non-core duty posts, 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.

3.1.2 Private 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.

3.1.3 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.

3.2 Induction:

3.2.1 PSA 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.

3.2.2 PSA 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.

3.2.3 PSA will carry out all such other duties/functions, which are duly assigned to them by DG, BCAS.

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

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

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

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

Note: Para 3.2.5 will be applicable only for initial deployment during transition, later on this overlap should be among PSA personnel under supervision of designed ASG Officer.

3.3 Command and Control

3.3.1 Every PSA 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 PSA personnel shall be looked after by the PSA and the Airport Operator.

3.3.2 CASO may issue suitable directions to the PSA, 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.

3.3.3 The CASO will also submit a deployment statement of PSA 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.

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

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

3.3.6 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 PSA. Any breach of security brought into the notice of PSA by CISF shall be acted upon by PSA expeditiously.

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

- a. PSA having obtained license under THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 with concerned Government – state / union territory as defined in PSARA, 2005.
- b. PSA 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 PSA shall be obtained from BCAS before commencing the operation/deployment under PSA 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 PSA 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 PSA 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 Airport Operator.
- g. The private security personnel shall be on the regular pay roll of the designated private security agency rather than the contractual outsourced employee.

5. Training: Private Security Agency/Service Provider Personnel (security guards and supervisors) shall undergo the following training before induction at the airports:

- a. PSA 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 organization/ agencies 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 PSA personnel shall meet the technical specifications as prescribed and stipulated by BCAS, from time to time.
- c. PSA 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 PSA and Airport Operator and shall be shared with BCAS and ASG (CISF/Police) in order to prevent re- employment of blacklisted employees.
- e. Every PSA 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 PSA shall ensure service personnel and support staff.
- f. Every PSA 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 PSA 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 PSA personnel or those personnel who quit or are removed from their jobs shall be taken back by the PSA Management/ Airport without fail Operator without fail to prevent its misuse.
- i. Airport specific local SOP of development of private security personnel shall be developed at each airport by the Airport Operator/ Airport 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 PSA at the airport, besides meeting the other operational requirements which may come across during the induction, deployment operationalization of the PSA.
- j. Every aerodrome operator shall engage such number of personnel of PSA as may be determined by the DG, BCAS for performing non-core security duties as assigned to them.
- k. Training to PSA 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 PSA personnel.
- l. PSA 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 PSA.

- n. BCAS officials shall conduct audit/ inspection of the PSA while conducting the security audit/ inspection at airports. Thus, every PSA 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 PSA to Airport Director and any other Service Provider 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 PSA.

8. The above directions are issued under Section 5A of the Aircraft Act 1934, violation of which is punishable under section 11A of the said Act.

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, Security Supervisor a	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 Liquidated Damages 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
FORM OF PROPOSAL
[On the Interested Party's Letterhead]

Tender Officer (date)
Delhi International Airport Limited
New Udaan Bhawan, Opp. Terminal 3,
IGI Airport, New Delhi 110 037
India

Tel. + 91 (11) 4719 7000
Fax + 91 (11) 4719 7842

Re: Proposal for "Hiring of Private Security Agency for undertaking non-core security functions at IGI Airport"

Dear Sir,

1. Having examined Request for Proposal [and Addendum thereto (if any)] issued by Delhi International Airport Limited for the above-mentioned work, we have ascertained that they contain no errors or other defects.
2. Other Documents attached to this Form of Proposal are as following:
 - (a) Letter of Undertaking for Non-Disclosure;
 - (b) The Power of Attorney and resolution of the Board of Directors
 - (c) Tender Security: Rs.49,50,000/-
 - (d) NA
 - (e) Technical Proposal
 - (f) Price Proposal
 - (g) All documents required to be submitted in terms of the RFP dated 27-4-2022

We accordingly offer to undertake the Services, in conformity with such documents and our enclosed Price Proposal (including this letter) for the prices completed and set out in Price Proposal - Bill of Quantities.

3. We undertake:
 - 3.1 to keep this Proposal open for acceptance without unilaterally varying or amending its terms for the period stated in the Request for Proposal.
 - 3.2 that if this Proposal is accepted, we shall provide in such numbers and in such form as may be stipulated in the indicative draft Service Agreement such Performance guarantees, undertakings and warranties;
 - 3.3 to continue to maintain the Tender Security as stipulated in the Request for Proposal.
4. We understand that you are not bound to accept the lowest or any Proposal you may receive.
5. This Proposal shall be governed by and construed in all respects according to the applicable laws being in force in India. The courts at Delhi will have exclusive jurisdiction in the matter

Signature _____
in the capacity of _____
Duly authorised to sign Proposal for and on behalf of

SCHEDULE-4

FORM OF UNDERTAKING
[On the letterhead of the Interested Party]
Letter of Undertaking

Date:

Delhi International Airport Limited
New Udaan Bhawan
Opposite Terminal 3, IGI Airport,
New Delhi 110 037,
India

Tel. + 91 (11) 4719 7000

Re: "Hiring of Private Security Agency for undertaking the non-core security functions at IGI Airport"

The undersigned Interested Party acknowledges that the RFP issued is confidential and personal to the undersigned Interested Party and hereby undertakes and agrees as follows:

1. **"Confidential Information"** means the RFP and everything contained therein, all documentation, data, particulars of the Services and technical or commercial information made by (or on behalf of) Delhi International Airport Limited or obtained directly or indirectly from Delhi International Airport Limited or its representatives by the undersigned Interested Party or which is generated by the undersigned Interested Party or any information or data that the undersigned Interested Party receives or has access to, as a result of the RFP, as being confidential information of Delhi International Airport Limited, provided that such term does not include information that (a) was publicly known or otherwise known to undersigned Interested Party prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by undersigned Interested Party or any person acting on its behalf.
2. The undersigned Interested Party shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by the undersigned Interested Party in good faith to protect confidential information of third parties delivered to it, provided that the undersigned Interested Party may deliver or disclose Confidential Information to its authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking,
3. The undersigned Interested Party shall not at any time whatsoever:
 - (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the Delhi International Airport Limited to any third party.
 - (ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
4. In case the Proposal of the undersigned Interested Party is not accepted and immediately upon the acceptance of the Proposal of any of the other Interested Party, the undersigned Interested Party, shall:

- (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - (ii) Destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
5. **Use:** The undersigned Interested Party shall:
 - (a) use the Confidential Information only to the extent necessary to submit the Proposal;
 - (b) preserve the secrecy of the Confidential Information;
 - (c) not disclose the Confidential Information to any employee except to those having a need to know the same for the purpose of preparation and submission of the Proposal and shall be responsible and obligated for its employees' compliance with this Undertaking;
 - (d) not disclose the Confidential Information to any third party or if such disclosure is required pursuant to a valid court order provided that the undersigned Interested Party shall give DIAL reasonable prior written notice of such disclosure and, where required, assist DIAL to resist such order;
 - (e) immediately notify DIAL in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information; and
 - (f) return to DIAL all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other documents or materials derived there from, whether prepared by the undersigned Interested Party or not) upon receipt of the written request of DIAL along with certification of such destruction.
6. **Ownership:** The Confidential Information is the property of DIAL and/or its associates. Nothing in this Undertaking shall be construed as granting to the undersigned Interested Party or any other person, any property rights, by license or otherwise any right, to any Confidential Information disclosed pursuant to this Undertaking, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The undersigned Interested Party shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.
7. **Remedies:** The undersigned Interested Party agrees that any breach or a threatened breach by the Interested Party of its undertakings and obligations under this Undertaking will cause irreparable injury to DIAL and monetary damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to any remedies that may be available, under Applicable Law, in equity or otherwise, DIAL shall be entitled to seek temporary and permanent injunctive relief against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Undertaking.
8. **Duration:** The undersigned Interested Party's obligations under this Undertaking shall be continuous and shall not lapse.
9. The undersigned Interested Party shall certify to Delhi International Airport Limited that it has returned or destroyed such Confidential Information to the Delhi International Airport Limited within two (2) days of such a request being made by Delhi International Airport Limited .

Name of Interested Party's

Signature of Authorized Representative

SCHEDULE-5
FORM OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that [name of the Interested Party], having its registered office at [please provide address] and acting through its [please insert designation], [please insert name], hereby authorise and appoint

[Name of Authorised Signatory]
[Address]

with the full power of substitution, and as its agent and attorney-in-fact and confer upon such agent and attorney, in fact, all the powers and authority in the name and on behalf of [name of the Interested Party], to do the following acts:

- (i) To finalise, execute and deliver the Proposal and any documents, certificates and details on behalf of [name of the Interested Party] with Delhi International Airport Limited in response to the Request for Proposal issued by Delhi International Airport Limited dated____ for **Hiring of Private Security Agency for undertaking the non-core security functions at IGI Airport** at IGI Airport (“Services”) dated [Please insert date].
- (ii) To make corrections, alterations, execute and sign any documents/certificates and to enter into discussions and negotiations with Delhi International Airport Limited to make alterations to the Proposal and any documents, certificates and make commitments and undertakings for the selection of [name of the Interested Party] as the Service Provider in response to the Request for Proposal issued by Delhi International Airport Limited for **Hiring of Private Security Agency for undertaking the non-core security functions at IGI Airport** at IGI Airport (“Services”) dated [Please insert date].
- (iii) To undertake all such other actions as may be required in furtherance of (i) and (ii) above.

IN WITNESS WHEREOF, I have here unto set my hands, on this [please insert day] day of [please insert month], 2022.

By: _____

Name:

Designation:
Address:

Notary Public

**SCHEDULE-6
FORM OF TENDER SECURITY**

Tender Security No. [●]

Name and Address of the Beneficiary: Delhi International Airport Limited
New Udaan Bhawan

Opposite Terminal 3, IGI Airport,
New Delhi 110 037,
India
Tel. + 91 (11) 4719 7000

We [name and address of the issuing Bank] have been informed that [Name of Interested Party] (hereinafter called the "**Interested Party**") is submitting an Proposal for the award of Services in response to a Request for Proposal ("**RFP**") by Delhi International Airport Limited ("**DIAL**" or "**Beneficiary**") for **Hiring of Private Security Agency for undertaking the non-core security functions at IGI Airport ("Services")**. The conditions of the RFP, which are set out in a document entitled Request for Proposal dated [please insert] require its offer to be supported by a Tender Security.

At the request of the Interested Party, we hereby irrevocably undertake to pay you without demur, on first demand, the Beneficiary, any sum or sums not exceeding **Rs.49,50,000/- (Indian Rupees Forty Nine lakhs and fifty thousand Only)**.

Upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (1) The Interested Party has, without written consent of DIAL, withdrawn its offer after the latest time specified for its submission and before the expiry of its period of validity; or
- (2) The Interested Party has refused to accept the correction of errors in its offer in accordance with the Instructions to Interested Party(ies) contained in the RFP; or
- (3) DIAL entered into the contract with the Interested Party but the Interested Party has failed to deliver a performance bond complying with the contract conditions; or
- (4) The Interested Party has failed to enter into the contract within 30 (thirty) days of being required to do so by the Tender Officer.

Any demand for payment must contain your signature(s). The demand must be received by us at this office on or before the expiry of the earliest of the following dates, when this security/ guarantee shall expire and shall be returned to us:

- (a) Date of issue of letter communicating to the Interested Party that it has not qualified for the contract or the Proposal submitted by the Interested Party is unsuccessful or the RFP is withdrawn and/or cancelled by the Beneficiary; or
- (b) 7 (seven) days after the date of delivery of an acceptable performance bond complying with the contract conditions and execution of the contract after the Letter of Intent to Award to the Interested Party; or
- (c) 90 (Ninety) days from the last date of submission of Proposal in accordance with the RFP.

Date:

Signature:

Designation:

SCHEDULE-7
CONTRACT SUM

YEAR 1 PRICE (RS.)

Sl.no	Category	Nos.	Unit rate (Rs.)	Amount (Rs.)
1	Security Officer	6		
2	Assistant Security Officer	18		
3	Supervisor	21		
4	Security Guard	285		
	Total (INR)	330		

YEAR 2 PRICE (RS.)

Sl.no	Category	Nos.	Unit rate (Rs.)	Amount (Rs.)
1	Security Officer	6		
2	Assistant Security Officer	18		
3	Supervisor	21		
4	Security Guard	285		
	Total (INR)	330		

YEAR 3 PRICE (RS.)

Sl.no	Category	Nos.	Unit rate (Rs.)	Amount (Rs.)
1	Security Officer	6		
2	Assistant Security Officer	18		
3	Supervisor	21		
4	Security Guard	285		
	Total (INR)	330		

Price/Contract Sum Format

Format for quoting the Rate						
Sl.No	Category	%	Security Officer (Exempted from Min Wages Category)	Assistant Security Officer (Exempted from Min Wages Category)	Supervisor	Security Guard
A	Minimum Wage Category (1st Apr'22)		Exempt (Above Min Wage Category)	Exempt (Above Min Wage Category)	Highly Skilled	Skilled
	Basic (As per CMW, Area" A)				22776	20956
	DA (As per CMW, Area" A ")					
	Total of A (Gross)					
B	PF on (Basic +DA)	13.00%				
	ESI on Gross	3.25%				
	Bonus on Basic	8.33%				
	Leave Wages (CL, PL, SL) @ on Gross total A with 27 leave/ year	8.65%				
	National Holiday @ on Gross Total A With 3 holidays per year with double OT					
	Total of B					
C	Site Allowance / Skill allowance for Non Minimum Wage Category, If applicable					
	Equipment / Vehicle (details to be shared by the Bidder), If applicable					
	Misc. charges (AEP charges, Uniform, Shoes,stationery,any other charges, etc.)					
	Training charges					
	Total of C					

D	Total of A+B+C					
E	Management Fee (fixed value)					
F	TOTAL PRICE (D+E)					
G	No. of Manpower		6	18	21	285
H	Total Per Month (Rs.)					
I	Grand Total - Annual (Rs.)					
Note:						
1. Taxes will be charged extra, as applicable						
2. Rates of Supervisor and Security Guard are linked to Minimum wage and the service provider will get a hike in line with the increase declared by the central Govt: from time to time.						
3. Uniform includes, normal uniform(Shirt, Trouser, Belt, Shoe, Cap, lanyard, Socks, I D card, Name plate) , Ceremonial uniform for special occasions like Independence /Republic Day Parade, Safety jacket, Traffic Baton, Normal Baton, Winter clothing like Jersey, Scarf, Winter coat etc.						
4. Training cost includes the total cost of training, including recruitment, basic training and refresher training..						
5. Transportation for movement of employees from accommodation to duty post and back for performing duties.						
6. Separate sheet of Price/Contract Sum Format to be provided for each year of quoted value.						

**ANNEXURE-I
SERVICE AGREEMENT**

