

**DELHI INTERNATIONAL AIRPORT LIMITED**



**REQUEST FOR PROPOSAL**

**FOR**

**INTEGRATED INDOOR LANDSCAPE MANAGEMENT AND GARDENING  
SERVICES**

**AT**

**INDIRA GANDHI INTERNATIONAL AIRPORT, DELHI**

*Date of publication- 22<sup>nd</sup> Feb 2025*

## NOTICE OF REQUEST FOR PROPOSAL

Delhi International Airport Limited (hereinafter referred to as the "**DIAL**"), has entered into the Operations, Maintenance and Development Agreement dated April 4, 2006 pursuant to which AAI, has inter alia, granted to DIAL, and DIAL has accepted the right to undertake the project to construct, upgrade, modernize, finance and manage the Indira Gandhi International Airport in New Delhi.

DIAL invites the Proposal (*as defined hereinafter*) from interested parties for performance and provisioning of Services pertaining to the integrated indoor landscape management and gardening services at IGI Airport for a period of five years on the terms and conditions contained in this RFP. The Proposal shall be unconditional, firm and valid for a period of 120 (One hundred and twenty) days from the due date of submission. Any Proposal which has validity lower than that specified above shall be rejected by DIAL as being non-responsive. However, DIAL may request the Bidder to extend the Proposal beyond the Proposal Validity Period by written notice to the Bidders.

The interested parties are advised to visit and inspect the Service Areas, its surroundings, and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the Proposal and entering into the Agreement. Such inspection shall be carried out as per the timeline identified in this RFP, subject to the security clearances, if applicable.

Interested parties may obtain further information for all queries, Pre-bid meeting and ARIBA registration by contacting the following personnel:

[Ms. Beena Patwal] at [9971992474],  
beena.patwal@gmrgroup.in

The Bidders are advised to adhere to the following schedule for the purpose of this RFP:

<b>Issuance of Bid Documents</b>	<b>:</b>	<b>[22.02.2025]</b>
<b>Proposal Due Date</b>	<b>:</b>	<b>[08.03.2025]</b>
<b>Proposal Validity Period</b>	<b>:</b>	<b>120 days from the date of submission of the Proposal</b>

## DISCLAIMER

- I. The information contained in this Request for Proposal (“**RFP**”) is being provided to the Bidders (defined hereinafter) for the limited purposes of enabling the Bidders to prepare and submit a Proposal for performance and provisioning of (*defined hereinafter*) as detailed in the Bid Documents (*defined hereinafter*) and for no other purpose. This RFP outlines DIAL’s expectations in relation to the Proposal to be submitted by the Bidder(s). No legal or other obligation shall arise in DIAL’s name on the basis of this RFP.
- II. This RFP is being made available by DIAL to the Bidders on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any Applicable Laws (*defined hereinafter*) or for any purpose other than as specified in this RFP is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal and regulatory requirements for provisioning of Services. This RFP is issued upon an express understanding and agreement that the Bidders shall use it only for the purpose of preparing and submitting their Proposal and for no other purpose and shall not disclose the contents of this RFP to any other person.
- III. This RFP does not purport to contain all the information that the Bidders, 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 in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements shall remain unchanged.
- IV. The information in this RFP does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice. DIAL shall not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation of the Proposal. DIAL reserves the right to update, amend supplement or withdraw this RFP and/or any information contained herein at any time by notice, in writing, to the Bidders.
- V. Neither the information in this RFP nor any other written or verbal information, in relation to the process set out in the RFP for the award of Services is intended to form the 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 Services and should not be relied on as such.
- VI. Nothing in this RFP is, nor shall be relied upon as, a promise or representation as to DIAL’s ultimate decision in relation to the award of the Services or otherwise. The Bidders shall not, therefore, have the opportunity to revise their Proposal following submission, except as provided in this RFP. However, DIAL reserves the right to change the basis of or the procedures, including the Bid Process Schedule (*defined hereinafter*) relating to the selection process, reject any, or all, of the Proposal, not to invite the Bidders to proceed further, not to furnish the Bidders with any additional information nor otherwise to negotiate with the Bidders in respect of the Services.

- VII. The data, projections and other details contained in this RFP, including but not limited to those contained in Schedules, Annexures, Appendix hereto are based on studies carried out by or on behalf of DIAL, the ongoing development and modernization activities at the Airport and other factors, which may vary and/or may not remain valid. Nothing contained in this RFP shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The Bidders 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 Bidding Process and before submitting their respective Proposal in response to this RFP.
- VIII. No person other than the person authorized as mentioned in the Notice of Request for Proposal has been authorized by DIAL 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.
- IX. Nothing contained in this RFP is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFP or any further communication / clarifications pursuant to this RFP are only indicative and cannot be and are not intended to be comprehensive, or any substitute for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them.
- X. Before submitting the Proposal pursuant to this RFP, the Bidders shall conduct a careful examination and an independent evaluation of the scope of Services at its own costs to determine the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by it and the laws, rules, regulations, directions, guidelines etc. as may be applicable in order to perform the Services . In this regard, the Bidders are requested to study and exercise due diligence on their part, before submitting their Proposal.
- XI. This RFP is confidential and personal to each Bidder. Each Bidder shall submit Letter of Undertaking and Confidentiality Undertaking in the prescribed format along with the Proposal. The Bidders shall promptly return this RFP to DIAL upon request or as specified in this RFP.
- XII. This RFP outlines DIAL's expectations in relation to the Proposal to be submitted by the Bidder(s). No legal or other obligation shall arise in DIAL's name unless and until the Agreement has been formally and validly executed with DIAL and any conditions to the effectiveness of such Agreement has been fulfilled.
- XIII. Each Bidder 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 Bidder shall not be construed as this RFP forming part of such contract.
- XIV. Any and all information provided by DIAL to the Bidder(s) 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 Bidder to verify such information/data.

- XV. Each Bidder's 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/Bidders 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 Bidders.
- XVI. DIAL may conduct the Bidding Process either by itself, or through or with the assistance of one or more advisors and agencies. The Bidder(s) acknowledges, agrees and consents that DIAL may share the Proposal(s) and all other information as may be submitted during the Bidding Process and thereafter, with any of its advisors and agents. It is clarified that evaluation and selection of the Selected Bidder (*as defined hereinafter*) shall be made by DIAL at its sole discretion, and that DIAL shall not be bound by any opinions or observations of its advisors or agents.
- XVII. No extension of time shall be granted under any circumstances to any particular Bidder for submission of its Proposal including, but not limited to, on the grounds that the Bidder did not obtain a complete set of the RFP, or on any other ground(s), except as provided in this RFP.
- XVIII. The Bidders (or its advisers or consultants) are prohibited from any form of collusion or arrangement by a Bidder 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 Bidders 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 Bidder to such liability/ penalty as DIAL may deem proper, including but not limited to rejection of the Proposal of the Bidder.
- XIX. By submitting its Proposal, the Bidder(s) acknowledge and agree that it does not have any legal dispute with DIAL.
- XX. In no circumstances shall DIAL or its directors, advisors, consultants, contractors, officers, employees and/or agents incur any liability arising out of or in respect of the issue of this RFP, the contents hereof or the Bidding Process (defined hereinafter).
- XXI. 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, Bidding Process or any other aspect in relation thereto. However, nothing herein contained shall limit the rights of DIAL, to initiate legal proceedings, before any other court having jurisdiction under the Applicable Laws. This RFP and all the Entities participating in the Bidding Process shall be governed by the laws of India, without having regard to the principles of conflict of laws.

*Capitalized terms used but not defined in this Disclaimer shall have the meaning ascribed to them in the Definitions and Interpretations of this RFP.*

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## SECTION I – DEFINITIONS AND INTERPRETATION

### CLAUSE 1 – DEFINITIONS

#### 1.1 Definitions

For the purpose of this RFP, wherever used in this RFP, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings as ascribed to such terms as below:

“**AAI**” shall mean the Airports Authority of India constituted under Airports Authority of India Act, 1994.

“**Access Date**” shall mean the date on which the Service Provider is allowed access to the Service Areas by DIAL by way of a hand over take over document which shall be duly signed by both the Parties.

“**Addendum**” shall mean any written document having the effect of amending, revising, changing and / or modifying this RFP, if any, issued by DIAL.

“**Affiliate**” shall mean with respect to any Entity which (a) Controls such Entity, (b) is Controlled by such Entity, or (c) is Controlled by the same person who, Controls such Entity

“**Agreement**” shall mean the agreement to be entered into between DIAL and the Service Provider in relation to the performance and provisioning of Services, as set out in Section V of this RFP.

“**Airport**” shall mean the Indira Gandhi International Airport at New Delhi, as located on the Airport Site.

“**Airport Site**” shall have the meaning as ascribed to such term in the OMDA.

“**Applicable Law(s)**” shall mean and include all laws or bye-laws, whether federal law, state law, local law or municipal law (statutory, common or otherwise), including, any and all statutes, regulations, rules, notifications, ordinances, protocols, codes, policies, notices, directives, directions, guidelines, licenses, approvals, office orders or memorandums, judgements, orders, decrees, requirements or restrictions or any similar form of decision or determination or administration or interpretation, having the force of law of any of the foregoing, issued by any government or regulatory authority. It is clarified that the term “Applicable Law” also means and includes, (a) the OMDA, (b) the Civil Aviation Requirements issued by DGCA from time to time, or (c) any rules, regulations, guidelines, policies, office orders or memorandums, or circulars framed / issued by AAI or DGCA or BCAS or DIAL, on the date of issuance of this RFP or thereafter from time to time.

“**Applicable Taxes**” shall mean any and all taxes (direct and indirect taxes, custom duty), state and central taxes, levies, imposts, duties, charges, fees (statutory fee or charges)

deductions or withholdings tax (as applicable) at present or during the Term that are, or that are to be, imposed, levied, collected, withheld or assessed; by Government Authority / Relevant Authority; together with any and all interest, penalties, claims or other liabilities arising under or relating thereto.

“**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 for or in respect of the Bid Documents and to submit the Proposal, and to give effect to and undertake the performance under the Agreement and other ancillary agreements for performance and provisioning of the Services and in pursuance of the Agreement, and all other approvals as may be required to obtain, including but not limited to the approvals from airport authorities and the approvals and consents required from DIAL or under OMDA or from other Governmental Authority, including any third party approvals as may be required by the Service Provider for provisioning of Services.

“**Basic Eligibility Criteria**” shall mean the eligibility criteria set out in Section III, Schedule I, Part A of this RFP.

“**Bid Documents**” / “**Bidding Documents**” shall mean this RFP, the Agreement, written responses given by DIAL to pre-bid queries and the annexures to this RFP.

“**Bidder(s)**” shall mean the Entity which submits an unconditional, irrevocable, final, valid and binding Proposal for the purpose of participation in the Bidding Process with the intention and undertaking to comply with the terms of this RFP and the Agreement.

“**Bid Process**”/ “**Bidding Process**” shall have the meaning as ascribed to such term in Clause 4.1.1 of this RFP.

“**Bid Process Schedule**” shall mean the Bid Process Schedule prescribed in Clause 4.7 of this RFP.

“**Bill of Quantities**” shall mean the detailed breakup of each item of the Services, the format for which is provided in Schedule IV of this RFP.

“**Tender Security**” shall mean an amount of INR 10,00,000 (Indian Rupees Ten Lakhs) to be furnished by the Bidder in accordance with Clause 8 of this RFP.

“**Contract Sum**” shall mean the aggregate amount stated by the Bidder in the Price Proposal for performance and provisioning of Services which shall be charged by the Service Provider, subject to the terms and conditions of the Agreement.

“**Conflict of Interest**” shall have the meaning ascribed to such term in Clause 6.3 of this RFP.

“**Confidentiality Undertaking**” shall mean the confidentiality undertaking as set out in Section IV Form G of this RFP.

“**Control**” shall mean: (i) the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person acting individually, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’

agreements or voting agreements or in any other manner; or (ii) to have the direct and / or indirect shareholding (cumulative) of more than 50% (Fifty percent) in the issued and paid-up share capital whether itself and/ or through one or more subsidiaries. The terms “Controls” and “Controlled by” shall be construed accordingly.

“**Day**” or “**day**” shall mean a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“**DIAL**” shall mean Delhi International Airport Limited, a company incorporated under the provisions of Companies Act, 1956 (now existing under the Companies Act, 2013) and having its registered office at New Udaan Bhawan, Opposite Terminal 3, Indira Gandhi International Airport, New Delhi – 110 037.

“**Effective Date**” shall mean 1<sup>st</sup> June, 2025 or such date as will provided in the Letter of Intent of Award.

“**Eligibility Criteria**” shall collectively mean the Basic Eligibility Criteria and the Specific Eligibility Criteria as specified in **Schedule–I** of this RFP

“**Entity**” shall mean an entity competent to enter into a contract under the Indian Contract Act, 1872 and incorporated / formed under the provisions of Applicable Law, including the Companies Act, 1956 / the Companies Act, 2013, which are registered on the ariba portal of DIAL.

“**Evaluation Criteria**” shall have the meaning ascribed to such term in Clause 9.1.2 (d) of this RFP.

“**Financial Eligibility Criteria**” shall mean the financial eligibility criteria as mentioned in Schedule I Part B of this RFP.

“**Forms**” shall mean the forms prescribed for the submission by the Bidder, as detailed in Section IV of this RFP.

“**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.

“**GoNCT**” shall mean the Government of National Capital Territory 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, including but not limited to Delhi Development Authority, Delhi Cantonment Board, Municipal Corporation of Delhi, etc.

“**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence, efficiency, reliability, prudence & foresight 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 international operator / contractor engaged in designing, construction, operation and maintenance of a project similar to the Services.

“**Letter of Intent to Award**” / “**LOIA**” shall mean the written notice issued by DIAL to the Selected Bidder(s) intimating the in-principle acceptance of Selected Bidder’s Proposal for the award of the Services subject to the fulfilment of conditions of award and such other conditions as set out in this RFP and such written notice and/or as may be prescribed by DIAL.

“**Letter of Undertaking**” shall mean an undertaking to be submitted by the Bidder *inter alia* confirming the compliance with the requirements of the Bid Documents, in the form as set out in **Form F of Section IV [Letter of Undertaking]**.

“**Month**” shall mean a Gregorian calendar month.

“**OMDA**” shall mean the Operation, Management and Development Agreement dated April 04, 2006, entered into between AAI and DIAL and all agreement(s) and document(s) supplemental thereto.

“**Performance Bank Guarantee**” / “**PBG**” shall have the meaning ascribed to such term in Clause 3.2.3 of this RFP.

“**Price Proposal**” shall mean the unconditional, final and binding Contract Sum, which shall be submitted by the Bidder as a part of the Proposal in accordance with the provisions of this RFP, in the format provided in **Form C of Section IV [Format of Price Proposal]** of this RFP;

“**Proposal**” or “**Bid**” shall mean an unconditional, irrevocable, valid, final and binding offer comprising of Technical Proposal, Price Proposal, Tender Security and such other documents as required under this RFP, to be submitted by the Bidder in response to and on the terms and conditions of this RFP.

“**Proposal Due Date**” shall mean the last date for submission of the Proposal as set out in Clause 4.7 (Bid Process Schedule) of this RFP.

“**Proposal Validity Period**” shall mean the period during which the Proposal shall be valid, as provided in Clause 4.7 (Bid Process Schedule) of this RFP.

“**Relevant Authority**” / “**Governmental Authority**” shall mean and include any supra-national authority or national, state, municipal, district or local governmental or quasi-governmental authority or regulatory authority or statutory authority, including any subdivision, governmental department, agency, board, commission or tribunal or court or other authority thereof, having or purporting to have jurisdiction on the Republic of India, or any state, municipal, district or local or other subdivision thereof in relation to the Airport and the Services. For avoidance of doubt, it is clarified that the term Relevant Authorities and/or the “Governmental Authority” will include but is not limited to (a) any person acting under the authority or directives of any such Governmental Authority and/or Relevant Authority, (b) the Government of India, (c) the GoNCT, (d) the Ministry of Civil Aviation, (e) the DGCA, (f) AAI, (g) Bureau of Civil Aviation Security, (h) the Municipal Corporation of Delhi; and (i) Central Industrial Security Force.

“**Request for Proposal**” or “**RFP**” shall mean this Request for Proposal issued on [22.02.25] and any amendment, modification, clarification or supplementation thereof.

“**Schedules**” shall mean the schedules attached to this RFP in Section III.

“**Scheduled Bank**” shall mean the Indian scheduled bank as defined under the Reserve Bank of India Act, 1934 (3 of 1934).

“**Selected Bidder(s)**” shall mean the Bidder selected by DIAL pursuant to Clause 9.1.3 of this RFP.

“**Service Provider**” shall mean the Selected Bidder(s) who enters into an Agreement with DIAL for the sole purpose of performance and provisioning of Services.

“**Services**” shall mean the integrated indoor landscape management and gardening services and other associated services at the Service Areas to be provided by the Service Provider in accordance with the terms of the Agreement and as more particularly set forth in Schedule III of Section III of this RFP.

“**Service Areas**” shall mean and include landside and terminal buildings including auxiliary buildings at the Airport, as more particularly set out in the scope of Services in Schedule III of Section III of this RFP and/or as may be specified by DIAL from time to time.

“**Site Visit Period**” shall mean the period, as provided in Clause 4.7 (Bid Process Schedule) of this RFP, during which the interested party may visit the Services Areas.

“**Performance Standards**” shall mean the minimum service standards, requirements and/or parameters required to be achieved and maintained by the Service Provider in connection with the Services, as set out in Schedule III of Section III of this RFP and as may be intimated from time to time by DIAL to the Service Provider.

“**Technical Eligibility Criteria**” shall mean the technical eligibility criteria as set out in Schedule I (Part B) of this RFP.

“**Technical Proposal**” shall mean the unconditional, irrevocable, final and binding technical proposal, which shall be submitted by the Bidder as part of the Proposal in accordance with this RFP, in the form provided in Form B [*Format of Technical Proposal*] of the RFP hereto.

“**Term**” shall mean the period commencing from the Effective Date and expiring on April 30, 2030 unless terminated earlier in accordance with the terms of the Agreement;

“**Year**”/ “**Financial Year**”/ “**FY**” shall mean a period of 12 (twelve) consecutive months commencing from the first day of April of any year. Provided that the first Year shall mean the period commencing from the Effective Date and ending on the immediately succeeding 31<sup>st</sup> (thirty first) day of the month of March. Further provided that if the Agreement terminates prior to the end of a Year, the period from the commencement of that Year till the date of termination of the Agreement shall be construed as a Year.

## 1.2 Interpretations

- (a) Reference to Clauses, Sections, Schedules or Annexures is a reference to Clauses, Sections, Schedules and Annexures of this RFP.

- (b) For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- (c) Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or supplemented or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- (d) The Schedule(s) and Annexure(s) of this RFP and Agreement shall form an integral part of the RFP and shall be read along with the RFP.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this RFP.
- (f) The word 'include' and 'such as' wherever used shall be construed to be without limitation(s).

## SECTION II – INSTRUCTIONS TO BIDDERS

### CLAUSE 2 – INTRODUCTION AND BACKGROUND

- 2.1. AAI and DIAL have entered into and executed the OMDA, pursuant to which AAI has granted to DIAL, the exclusive right and authority, during the term of the OMDA (including any extension thereof), to operate, maintain, develop, design, construct, upgrade, modernize, finance and manage the Airport, subject to and on the terms and conditions specified therein.
- 2.2. DIAL is committed to establish and maintain the Airport as one of the leading airports of international repute in terms of, *inter-alia*, quality, efficiency, safety, sustainability, etc. and has been continuously working towards providing best services and facilities to all the passengers and all other stakeholders at the Airport with modern architecture and horticulture. DIAL has decided to conduct this Bidding Process for selecting Selected Bidder who shall be responsible for performance and provisioning of the Services, in the manner as provided in this RFP and the Agreement.
- 2.3. The selection of the Selected Bidder shall be based on evaluation of the Proposals as specified in this RFP. The Selected Bidder shall execute the Agreement with DIAL for provisioning of the Services .
- 2.4. In view of the above background, this RFP sets out the requirements that must be satisfied by the Bidders to participate in the Bidding Process. The Bidders are advised to review the Bid Documents in the entirety for a better understanding of the requirements, responsibilities and liabilities in order to participate in the Bidding Process, submit a responsive Proposal upon independent verification of the contents of the Bidding Documents and provisioning of the Services.
- 2.5. The statements and explanations contained in this RFP are intended to provide an understanding to the Bidder about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of the Services and obligations of the Selected Bidder(s)/ Service Provider, set forth in the Agreement or DIAL's rights to amend, alter, change, supplement or clarify the scope of the Services to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to the intent thereto, and no claims on such account shall be entertained by DIAL and DIAL shall have no obligation in whatsoever manner or nature towards the Selected Bidder(s) / Service Provider /its employees, representatives, advisors or any third party.
- 2.6. Subject to and in accordance with the terms contained herein, DIAL invites the Bidder(s) to submit the Proposal, for identification of the Selected Bidder for the purpose of provisioning of the Services, subject to the terms and conditions set out in the Bid Documents.

## **CLAUSE 3 – BASIC DETAILS OF THE SERVICES**

### **3.1 SCOPE OF SERVICES**

- 3.1.1. The Service Provider shall be required to execute the Services at the Service Areas in accordance with the Applicable Laws, Good Industry Practice, Service Standards and all terms of the Agreement. The Services Areas shall be handed over by DIAL to the Service Provider on the Access Date on “as is where is basis” for undertaking its obligations under the Agreement.
- 3.1.2. The Services executed by the Service Provider or material supplied including the bought out items as per the particulars mentioned in the Bill of Quantities shall be covered under warranty for all the manufacturing/ service defects, poor workmanship, and poor quality of material for a period of one (1) year from the date of last delivery/ date of completion of works/ receipt of material and final commissioning/ handing over to DIAL, whichever is later. Any manufacturing/ service defect/ defective parts noticed during warranty period shall be rectified / replaced by the Service Provider free of cost. The defective part shall carry fresh warranty as above.

### **3.2 PAYMENTS**

#### **3.2.1. Contract Sum and Bill of Quantities**

The Contract Sum quoted by the Bidder, in accordance with the Bill of Quantities, in its Price proposal shall remain fixed throughout the Term and shall not be subject to any escalation on any account whatsoever. The invoice(s) for the Services shall be raised by the Service Provider, on monthly basis, along with all supporting documents for DIAL’s approval. Post DIAL’s approval, the payment against the said invoice shall be made by DIAL subject to terms and condition as stated in the Agreement.

#### **3.2.2. Performance Bank Guarantee**

The Service Provider shall furnish and maintain with DIAL, the bank guarantee of an amount of 10% of the annual order value from the Scheduled Bank having branch at Delhi towards the performance of its obligations under the Agreement (“**Performance Bank Guarantee**”) in the format provided in Part B of Form E of Section IV of this RFP. The first Performance Bank Guarantee shall be furnished on or before the Effective Date and subsequently, the Performance Bank Guarantee shall be renewed on annual basis. The Service Provider shall maintain the Performance Bank Guarantee during the entire Term, along with a claim period of three (03) Months and in accordance with the terms of the Agreement.

#### **3.2.3. Penalty and Liquidated Damages**

The Service Provider shall be liable to pay penalty and liquidated damages for breach of the Performance Standards, as more particularly described in the scope of Services and the Agreement.

#### **3.2.4. Taxes**

All Applicable Taxes as may be applicable for the Services shall be borne by the Service Provider and included in the Price Proposal. The Service Provider shall provide the details of the same along with its Price Proposal and /or in its Bill of Quantities. The Bidder shall evaluate all possible tax liability on its own and DIAL shall not be liable to the same in any manner whatsoever. Foreign bidders not having office in India are to obtain tax withholding certificate from the Income Tax Department at its own cost and submit the same to DIAL for release of the payments. In case foreign Bidder having a Permanent Establishment (PE) in India and requesting for payment in favour of their PE then they need to obtain tax holding certificate from the Income Tax Department as per Applicable Laws at its own cost else suitable deduction shall be made at source by DIAL.

#### **3.3 TERM**

The Agreement shall be valid for the Term, unless terminated earlier in accordance with the provisions of the Agreement.

#### **3.4 ENVIRONMENT REQUIREMENTS**

3.4.1 The Service Provider shall be responsible for applying and obtaining required environmental permits, consents, licenses as provided in the RFP and the Agreement and shall, as far as possible, eliminate or reduce the adverse impact of its operation on the environment and shall also eliminate or reduce the pollution of the environment caused by its operation.

3.4.2 The Service Provider shall comply with all the Applicable Laws for environmental purposes for undertaking the Services at the Service Areas including applicable environment rules & regulations, relevant directions issued by Hon'ble courts, government and regulatory bodies.

3.4.3 The Service Provider shall prepare and implement its own environmental management plan for its operation. A synopsis of the environmental management plan is to be submitted as part of the Proposal. The full environmental management plan shall be provided by the Service Provider within 30 (thirty) days of the Effective Date, which shall be based on the synopsis as provided along with the Proposal, subject to modification as suggested by DIAL.

#### **3.5 INSURANCE**

3.5.1. The Service Provider shall arrange for all necessary insurances with respect to provision of the Services, including but not limited to workmen compensation insurance and other equivalent insurances and vehicle insurance as per the Applicable Laws and in accordance with the Agreement.

3.5.2. The Service Provider shall mention DIAL and AAI as the co-beneficiaries in all the insurance policies procured in relation to the Services.

### **3.6 APPROVALS BY RELEVANT AUTHORITIES**

3.6.1 The Service Provider shall, at its own cost and expense and at all times obtain and maintain all the Approvals, as may be required for provisioning of the Services, from various Relevant Authorities, without any recourse of any nature against DIAL. DIAL may, acting in good faith on the request of the Service Provider, assist in applying for Approvals to the extent it considers appropriate at its sole discretion. However, failure to obtain the Approvals shall not relieve the Service Provider of its obligations under the Agreement.

3.6.2 The Service Provider shall at all times comply with the Applicable Laws, Good Industry Practise and rules and regulations as may be enforced by the Relevant Authorities with respect to the manpower for the Services and shall at all times comply with the Safety Management System and Occupational Health & Safety Management System guidelines as stipulated in Section VIII of this RFP.

### **3.7 Sub-contracting**

The Service Provider is not permitted to sub-contract any of its obligations to be performed under the Agreement to any third party without the prior written approval of DIAL on appointment of such third party regarding the terms and conditions of the contract between the Service Provider and such third party except the commercial terms as may be agreed between the said parties.

### **3.8 Registration with BCAS**

The Service Provider shall register itself with the Bureau of Civil Aviation & Security (BCAS), which is the authority for issuing Airport Entry Passes (AEP), for the purpose of performance and provisioning of Services in the Service Areas, as applicable.

3.9 For other and detailed terms and conditions, the Agreement may be referred to.

## **CLAUSE 4 – BID PROCESS SCHEDULE AND DETAILS**

### **4.1. Brief overview of the bidding process**

4.1.1. Bidders are required to submit their Proposal by the Proposal Due Date through the ariba portal, in accordance with the terms hereof and as specified in the Bidding Documents, as modified, altered, amended and clarified, from time to time, by DIAL (“**Bid Process**”/ “**Bidding Process**”).

### **4.2. Issuance of this RFP**

4.2.1. This RFP is being issued to the public at large. All Bidders have been and will continue to be provided with the same background information, supplementary information and any amendment or Addendum to this RFP.

### **4.3. Amendment of RFP and/or Proposal**

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

4.3.2. Any Addendum issued shall be a part of this RFP and shall be communicated to all Bidders in the manner as set out in this RFP. The Addendum shall be deemed to be communicated to the Bidder when the same is communicated on email by DIAL.

4.3.3. In case after issuance of an Addendum, Bidders who have already submitted their Proposal, do not resubmit their Proposal, it shall be deemed that such Bidders do not intend to modify their Proposal on the basis of the Addendum and the Addendum shall be deemed to have been taken into account.

4.3.4. On resubmission of the revised Proposal by the Bidder, the original Proposal submitted by the Bidder 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 Bidder, 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 as “**ADDENDUM NO. [●] TO ORIGINAL PROPOSAL of [●Name of the Bidder●]**”, otherwise the same shall be construed as an alternative Proposal.

### **4.4. Visit to the Service Areas**

4.4.1. Each Bidder is advised to visit the Service Areas during Site Visit Period and inspect the Service Areas in accordance with the timelines set out in Notice of Request for Proposal, as above. In the event, any of the Bidder(s) wishes to undertake a visit to the Service Areas, such Bidder shall inform in writing to DIAL, the name of the representative(s) and seek appointment of time and date from DIAL for this purpose, before the Proposal Due Date.

4.4.2. Subject to security and other clearances, if any required, DIAL may provide reasonable commercial assistance but without any obligation of whatsoever nature, to procure that the personnel of the Bidders are granted permission to enter the Service Areas for the purpose of such visit, but only upon the express condition that the personnel of the Bidders will exercise due care and will be responsible for personal injury or death, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection. The Bidder and their respective personnel will release and indemnify DIAL and its personnel from and against all liability in respect thereof.

4.4.3. It shall be deemed that the Bidder has undertaken a visit to the Service Areas and is aware of the conditions at all relevant times.

#### 4.5. Clarifications and response to such clarifications

4.5.1. Clarifications - Any Bidder to whom this RFP has been issued, requiring any clarification on this RFP (including all Schedules, Forms, annexures and formats attached thereto) may notify DIAL in writing within the time specified in the Bid Process Schedule, by e-mail to the authorized person identified in the Notice of Request for Proposal.

4.5.2. Response to Clarifications - The response by DIAL, if any, shall be sent vide email/through ariba portal, within the time specified in the Bid Process Schedule to all the Bidders and not only to the querist. DIAL will respond to any request for clarification, only if it receives the same prior to the Proposal Due Date. DIAL shall be under no obligation to respond to any clarification sought by any Bidder, notwithstanding that the same may have been submitted in accordance with the terms hereof.

**4.6. Intimation of change** - Each Bidder shall forthwith, from time to time until the expiry of the Proposal Validity Period or selection of the Service Provider (whichever is later), intimate any change in the shareholding or financial prospects/position or constitution of the Bidder or any other information submitted in the Proposal to DIAL, in writing.

#### 4.7. Bid Process Schedule

The Bid Process Schedule shall be as per the schedule provided in the page 2 of this (RFP) document:

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

#### 4.8. Bidding Process Details

S. No.	Instructions	Reference
1.	Number of Selected Bidder	One
2.	Evaluation Criteria	As specified in Clause 9.1.2 (d)
3.	Queries to be addressed to	Email: [beena.patwal@gmrgroup.in]
4.	Tender Security	INR 10,00,000 (Indian Rupees Ten Lakhs)

S. No.	Format	Reference
1.	Format of Technical Proposal	<b>Form B (Section IV)</b>
2.	Format of Price Proposal	<b>Form C (Section IV)</b>

**CLAUSE 5 -STRUCTURE OF THE BIDDER AND SERVICE PROVIDER**

- 5.1. The Bidder shall be a single Entity and validly recognized under the Applicable Law(s). The Bidder shall submit its shareholding pattern in the manner prescribed in Form H of Section IV of this RFP.
- 5.2. Except with the prior written approval of DIAL, there shall not be any change in Control of the Service Provider.
- 5.3. DIAL may reject any request for change in Control of the Service Provider, for the reasons including but not limited to where such change is prejudicial to the interests of DIAL wherein DIAL shall have the right to terminate this Agreement forthwith.

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## **CLAUSE 6 – QUALIFICATION CRITERIA**

- 6.1. A Proposal may be submitted by the Bidder for performance and provisioning of the Services, provided that the Bidder meets the Eligibility Criteria.
- 6.2. The Bidder shall be permitted/ allowed to submit only 1 (one) Proposal pursuant to this RFP.
- 6.3. The Bidder shall not have a conflict of interest that affects the Bidding Process ("**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- (a) such Bidder, its shareholders or Affiliates and any other Bidder, its shareholders or Affiliates are under common Control of each other; or
  - (b) such Bidder has the same legal representative for the purposes of this RFP as any other Bidder; or
  - (c) such Bidder is in a position to have access to other bidders' information about their Proposal, or to influence the Proposal of other Bidders; or
  - (d) such Bidder has participated as a consultant to DIAL in the preparation of any documents, design or technical specifications of the current tender documents.
- 6.4. **Disqualifications**
- 6.4.1 Without prejudice to and without limiting DIAL's right to disqualify any Bidder as otherwise provided in this RFP, DIAL shall have the right, in its sole discretion, to disqualify any Bidder and reject its Proposal including but not limited to any one or more of the following grounds:
- (a) the structure of the Bidder is not in compliance with Clause 5 above;
  - (b) the Proposal is not accompanied by documents and annexures required to be submitted in accordance with this RFP;
  - (c) the Price Proposal and / or the Technical Proposal and / or Bill of Quantities is / are not in the prescribed manner / form such as not submitted in entirety;
  - (d) there is any Conflict of Interest as per Clause 6.3;
  - (e) where the Bidder, any of its member has, for any reason, been debarred by DIAL or by any other airport operator in India from participating in any tender process;
  - (f) In the last 5 (five) years, the Bidder: (i) has failed to perform its obligations under any contract with DIAL; or (ii) has wilfully defaulted its payment obligations or breached the material terms of the contract with DIAL; 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; or (v) has rescinded or abandoned contract with any entity including DIAL;

- (g) if the Bidder does not agree to the extension of the Proposal Validity Period by DIAL;
- (h) if the Bidder submits incorrect/ inaccurate/ misleading information or conceals/ suppresses any information or makes any false representation, whether knowingly or unknowingly;
- (i) where the Bidder seeks to modify the Proposal after the Proposal Due Date without the consent of DIAL;
- (j) any Proposal that may be received after the Proposal Due Date;
- (k) influence DIAL with respect to the Bidding Process or attempts to influence or induce DIAL with respect to the selection process;
- (l) where the Bidder 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;
- (m) where the Bidder does not submit the Proposal for the entire scope of the Services or submits a conditional Proposal;
- (n) the Bidder has been declared as a defaulter by any Relevant Authority or has been debarred by any Relevant Authority from making the Proposal;
- (o) there are pending, active, or previous legal action by/against the Bidder that may prevent its participation in the Bidding Process or it from fulfilling its obligations as specified in this RFP and the Agreement or prevent it from execution of the Agreement and any other forms and deeds as required;
- (p) 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 Bidder; or
- (q) the Bidder (including its directors, partners, beneficial owners or senior management or Affiliate) who is or has been, directly or indirectly, involved in any litigation (past or pending) or dispute in the court of law, or breach of contract with DIAL and / or its Affiliates;
- (r) the Bidder is not in compliance with the requirements of this RFP.

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## CLAUSE 7 – PROPOSAL

### 7.1. Proposal

- 7.1.1. Each Bidder shall submit only 1 (one) Proposal, which shall be duly stamped & signed by the Bidder on each page. The Bidder shall provide the required information under this RFP through GMR e-Procurement portal “**ARIBA**” (an e-sourcing platform) in the prescribed format(s). Additionally, the Bidder may provide other relevant information in forms of their choice but shall ensure that the Proposal submitted is valid, irrevocable and complete, as per the terms of this RFP. The interested Bidder can contact [beena.patwal@gmrgroup.in](mailto:beena.patwal@gmrgroup.in) for registration in ARIBA portal, if not registered.
- 7.1.2. The Bidders shall upload / submit online the Proposal containing “Technical Proposal” and the “Price Proposal” separately in specific sections provided in the system and/or as instructed.
- 7.1.3. The “Technical Proposal” in PDF format with all documents as listed below shall be uploaded in the system in the technical bid section:

<b>Attachment 1</b>	Cover letter
<b>Attachment 2</b>	Confidentiality Undertaking
<b>Attachment 3</b>	Form of Power of Attorney/ Board Resolution
<b>Attachment 4</b>	Details of the project /services executed by the Bidder of similar nature, scale, complexity and time constraints. Proof of having successfully completed similar services during the last 5 years with performance certificates.
<b>Attachment 5</b>	Tender Security
<b>Attachment 6</b>	Letter of Undertaking
<b>Attachment 7</b>	Signed Safety Management System (SMS) & OH & SMS
<b>Attachment 8</b>	Shareholding Pattern
<b>Attachment 9</b>	<ul style="list-style-type: none"> <li>a. Operation &amp; Maintenance Services Plan (How the agency i.e. the Bidder is going to manage the scope of work, as defined and ensure adherence to SLA’s).</li> <li>b. Support for spares and inventory management.</li> <li>c. Execution Method, Maintenance Plan / Schedules (Yearly, Monthly), SOPs-PM, Break Down Maintenance, Maintenance check sheets for all equipment.</li> <li>d. Organizational structure and escalation matrix (Key personnel details for sit deployment, head office support).</li> <li>e. Mobilization Deployment Schedule / Plan.</li> <li>f. Equipment Deployment Schedule / Plan.</li> </ul>

	<ul style="list-style-type: none"> <li>g. Details of the service team</li> <li>h. Emergency Plan.</li> <li>i. Quality Assurance Plan for the scope.</li> <li>j. Safety Management Policy/certification and system.</li> </ul>
<b>Attachment 10</b>	<ul style="list-style-type: none"> <li>a. Audited balance Sheets for preceding three financial years.</li> <li>b. Proof of registration with PF/ ESI / GST/ BCAS, if applicable.</li> </ul>
<b>Attachment 11</b>	<ul style="list-style-type: none"> <li>a) Letter of Undertaking that there is no pending, active, or previous legal action that prevents the Bidder from submitting the Proposal and subsequently executing the Services Agreement or fulfilling the conditions of the Purchase Order.</li> <li>b) Letter of Undertaking that the Bidder has not been debarred / blacklisted by DIAL or any of GMR entity.</li> </ul>
<b>Attachment 12</b>	Bid documents duly signed & stamped, including any Addendum/ clarification etc. issued by DIAL.

7.1.4. The “Price Proposal” in PDF format shall be uploaded in the system in the price bid section along with the Bill of Quantities. The Bidder shall ensure that:

- a) The Bidder shall quote for the entire Services, such that the Contract Sum 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.
- b) The Bidder shall quote all prices inclusive of Applicable Taxes and submit detailed breakup of the Applicable Taxes and freight in the Price Proposal / Bill of Quantities.
- c) The Bidder shall quote all prices for supply, installation, testing, commissioning & other services at site exclusive of Applicable Taxes, duties and levies. Applicable Taxes shall be mentioned separately along with HSN/SAC Codes and GST percentage.

7.1.5. If the offer/proposal is not submitted online as explained above, DIAL shall have a right to reject the same.

7.1.6. All amounts and numbers must be clearly mentioned in figures and words. In case of any inconsistency between the words and the figures, the amount stated in words shall prevail.

7.1.7. All documents/ pages shall be submitted in bound, numbered, indexed form and duly signed by the authorised person.

7.1.8. The Bidder shall submit the Tender Security in sealed envelope along with the Proposal at the address mentioned in correspondences in Clause 10.7 of this RFP.

**7.2. Validity of the Proposal**

Subject to Clause 7.3 (Withdrawal and modification of the Proposal), the Proposal submitted by a Bidder shall be irrevocable, unconditional and shall remain valid for the Proposal Validity Period. Any Proposal having validity lower than that specified above shall be rejected by DIAL as being non-responsive. DIAL reserves the right to extend the

Proposal Validity Period beyond the period specified hereinabove, in which event that Proposal shall be valid for such extended Proposal Validity Period.

### **7.3. Withdrawal and modification of the Proposal**

The Bidder may withdraw their Proposal provided that written notice of the withdrawal is received by DIAL prior to the last date for submission of the Proposal. Following the withdrawal of a Proposal, the Bidder may submit a revised Proposal, prior to the Proposal Due Date in accordance with this RFP. No Proposal may be withdrawn by the Bidder after the Proposal Due Date. In the event that any Bidder seeks to modify its Proposal after the Proposal Due Date, DIAL shall reject such Proposal as non-responsive and invoke/encash the Tender Security.

### **7.4. Right to accept / reject any or all Proposal**

Notwithstanding anything contained in this RFP, DIAL reserves the right to accept or reject any Proposal and to cancel or withdraw the entire Bid Process and reject all Proposals, call for fresh Proposals or restart the entire or part of the Bid Process (with such terms and conditions that may be in deviation to the terms and conditions of this RFP at DIAL's sole discretion), at any time without any liability or obligation for such acceptance, rejection or annulment, without assigning any reason.

### **7.5. Form of Submission:**

#### **7.7.1 Authorized person**

The Proposal shall be signed by a person or persons duly authorized to sign on behalf of the Bidder by way of board resolution or power of attorney, in the format prescribed in **Form D of Section IV** [*Authorization in favour of the Authorized Signatory*] of this RFP.

#### **7.7.2 Indelible ink and Signature**

The Proposal shall be typed, signed and initialled in indelible ink and bear the stamp of the Bidder.

#### **7.7.3 Language**

The Proposal, all correspondences / queries / clarifications in connection with the Proposal and Bid Documents and all accompanying documents with the Proposal shall be in English language. All measurements shall be expressed in uniform standard units of the metric system.

#### **7.7.4 Further information and document**

DIAL may, at its discretion, also ask the Bidder(s) to submit any further information/documents, clarification or modification in their Proposal before the final evaluation of the Proposal.

## CLAUSE 8 – TENDER SECURITY

- 8.1. The Bidder shall submit the Tender Security in the form of a demand draft or bank guarantee issued by an Indian Schedule Bank having branch at Delhi or by way of demand draft/NEFT/RTGS, in favor of “**Delhi International Airport Limited**”. The bank guarantee shall be as per the definitive format prescribed in Form E (Part A) of Section IV [*Format of Tender Security*] of this RFP and be submitted at the address mentioned in correspondences in Clause 10.7 of this RFP. Further, the details of the bank account in which the Tender Security is to deposited are provided in Schedule II of Section III of this RFP.
- 8.2. The Tender Security shall be valid with effect from the date of issuance and shall remain valid up to 90 (ninety) days in case of demand draft and 120 (one hundred and twenty) days in case of bank guarantee/NEFT after the date of submission of Proposal. In the event of any extension of the Proposal Validity Period by DIAL, the validity of the Tender Security shall be extended by the Bidder to such other time as may be specified and be intimated to DIAL within 3 (three) days of such extension, failing which the Tender Security shall be forfeited by DIAL.
- 8.3. Any Proposal not accompanied by the Tender Security shall be rejected by DIAL as non-compliant and shall not be considered. The Tender Security of the Selected Bidder shall be returned by DIAL without any interest upon the receipt of Performance Bank Guarantee in accordance with the Agreement. The Tender Security of unsuccessful Bidder(s) shall be returned within 1 (one) week of the Effective Date.
- 8.4. Without prejudice and in addition to the grounds of invocation under this RFP, the Tender Security of a Bidder shall be invoked by DIAL, if:
- (a) the Bidder has, without DIAL’s written consent, withdrawn its Proposal during the Proposal Validity Period; or
  - (b) the Selected Bidder has failed to accept, sign and return the Letter of Intent to Award within a period of 7 (seven) days from the issuance of the Letter of Intent to Award, or any other extended period, as may be allowed by DIAL, in writing, in its sole discretion; or
  - (c) the Selected Bidder has failed to execute the Agreement within 30 (thirty) days of the date of issuance of the Letter of Intent to Award; or
  - (d) the Selected Bidder fails to submit the Performance Bank Guarantee, in favor of DIAL in the form and manner as may be specified in the Bid Documents; or
  - (e) if prior to the execution of the Agreement, it is found that any of the declaration or information provided by the Selected Bidder(s) is wrong / incorrect or any material information has been concealed / suppressed.

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## **CLAUSE 9 – BID EVALUATION**

### **9.1.1 Bid Evaluation Phase**

#### **Examination of Proposals**

DIAL will examine the Proposal to determine whether:

- (a) information and documents including the Tender Security, as sought under this RFP are duly provided and submitted in the form and manner as provided in this RFP;
- (b) the Proposal is complete in all respects with due and valid authorization and substantially responsive; and
- (c) the documents have been properly and duly signed and provided in the prescribed formats.

Any Proposal found to be non-responsive and/or incomplete and/or noncompliant with the terms of this RFP may be rejected by DIAL at its sole discretion and not included for further consideration. DIAL may ask for any clarification/supplementary information/further document(s) at any point of time during the Bidding Process including but not limited to cases of insufficiency of the Proposal and the Bidder shall provide and furnish such clarifications/supplementary information/further document(s), within the time prescribed by DIAL. The request for clarification/information and the response shall be submitted in writing unless DIAL believes, in its absolute discretion, that a clarification meeting with the Bidder is required.

DIAL, at its sole discretion, may change the Evaluation Criteria at any point of time for the purposes of evaluation of the Proposal and DIAL shall not be obligated to entertain any queries or communication(s) in this regard either by the Bidder or any third party.

### **9.1.2 Evaluation Criteria**

- (a) DIAL shall evaluate the Eligibility Criteria of the Bidder, basis the documents provided by the Bidder in its Technical Proposal.
- (b) DIAL shall first open the Technical Proposal submitted by the Bidders for evaluation. DIAL may at its sole discretion require the Bidder(s) to present their presentation on the Technical Proposal on such date and time as will be intimated to the Bidder(s) by DIAL. DIAL may also require the Bidder(s) to schedule a meeting of its/their key management personnel at its own discretion or require a presentation by the management of the Bidder(s) to explain the Technical Proposal.
- (c) Upon evaluation and satisfaction of DIAL on the compliance with the requirements of the Technical Proposal including the Eligibility Criteria and other requirements of this RFP, the Price Proposal of the Bidder(s) shall be opened and evaluated.
- (d) After opening of the Price Proposal, the contract shall be awarded to the Bidder whose Proposal has been determined to be substantially compliant and who has offered the most advantageous Proposal giving best value for money for carrying out the Services, in accordance with the terms of this RFP (the “**Evaluation Criteria**”).

- (e) DIAL shall not be bound to award the Work to the party offering lowest price proposal.

### **9.1.3 Award for the Services**

DIAL, at its discretion, may issue the LOIA to the successful Bidder for the Services whose Proposal has been determined to be in conformance with the Bid Documents and who has offered the most advantageous Proposal to DIAL (“**Selected Bidder**”). The LOIA shall be issued, in duplicate, by DIAL to the Selected Bidder. The Selected Bidder shall, within such days as prescribed in the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the LOIA duly signed by the Selected Bidder is not received by the stipulated date, DIAL may, unless it consents to extension of time for submission thereof, appropriate the Tender Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOIA.

### **9.1.4 Execution of the Agreement**

- (a) Subject to fulfilment of the conditions mentioned in the LOIA, the Service Provider and DIAL shall execute the Agreement within 30 (thirty) days of the date of the Letter of Intent to Award, unless extended by DIAL in writing at its sole discretion.
- (b) Without prejudice and in addition to the rights of DIAL to invoke/encash the Tender Security as provided elsewhere in this RFP, the Tender Security shall be liable to be forfeited/encashed in favour of DIAL in case of failure of the Selected Bidder to execute the Agreement within the prescribed time or fulfil any of the conditions mentioned in the Letter of Intent to Award, within the time stipulated in this RFP and/or the Letter of Intent to Award.
- (c) In case the Selected Bidder fails to execute the Agreement within the timelines as set forth in LOIA, then DIAL shall have a right to withdraw/terminate the Letter of Intent to Award forthwith without the requirement of any notice in this regard and the Tender Security of such a Selected Bidder shall be forfeited and DIAL shall have the right to execute the Agreement with such other Bidder, which, in the opinion of DIAL, shall have offered the next best Proposal to DIAL or with such other person as may be deemed fit by DIAL or to proceed in the manner as considered in the best interest of DIAL. DIAL shall also have the right to debar such Bidder from participating in any future tenders/bids for any line of business called by DIAL.

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## CLAUSE 11 – SPECIFIC CONDITIONS TO RFP

### 10.1. Legal Issues

- 10.1.1. The RFP shall be governed by and construed in accordance with the laws of Republic of India.
- 10.1.2. The courts at New Delhi, India shall have exclusive jurisdiction to hear any and all disputes arising under, pursuant to and/or in connection with this RFP.
- 10.1.3. DIAL reserves the right to, without limitation, without incurring any obligation or liability *vis-à-vis* any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to:
- (a) amend, modify, supplement, cancel, withdraw and/or suspend the RFP and/or the Bidding Process or the dates or other terms and conditions relating thereto suspend and/or cancel the Bidding Process. All such amendments, modifications, supplements, cancellation, withdrawals and/or suspensions will be announced by DIAL;
  - (b) retain any information and/or evidence submitted to DIAL by, on behalf of and/or in relation to any Bidder;
  - (c) reject any or all of the Proposals;
  - (d) not to invite any one or more or all the Bidders to proceed further;
  - (e) not furnish the Bidder with additional information.
- 10.1.4. Neither the issuance of this RFP nor the issuance of any subsequent circulars, requests and / or invitations to any parties by or on behalf of DIAL, nor any participation in the selection process by any Bidder, shall at any time obligate or impose any liability, duty of care or contractual obligation on DIAL.
- 10.1.5. Each Bidder hereby authorizes DIAL in advance to make such disclosures of the Bidder information, not in the public domain, to consultants, GoI or any government agencies, as DIAL shall in its sole discretion deem necessary or useful for verification or evaluation of a Proposal.
- 10.1.6. The decisions and / or the exercise of discretion by DIAL shall be final and shall not be challenged by any Bidder.
- 10.1.7. Any failure by DIAL to exercise any rights hereunder, pursuant hereto and/or in connection herewith shall not be a waiver of those or any other rights unless expressly stated as such in writing by DIAL.
- 10.1.8. The Bidder agrees that the Proposal has been submitted by it voluntarily and not pursuant to any solicitation by DIAL.
- 10.1.9. This RFP is non-transferrable document and has been issued only to the interested party for the sole purpose of submitting their Proposal.

10.1.10. DIAL agrees and undertakes to hold in confidence all information, documentation, etc. provided by each Bidder in connection with this Bidding Process and not disclose the same to any third party or use such information or any part thereof without prior written consent of the respective Bidder except to the extent for as provided in this RFP.

10.1.11. The Bidder hereby acknowledges, accepts, affirms and understands that in case any false or misleading information, as furnished by it in its Proposal, is found out at any time or after the signing of the Agreement between the parties; it shall entitle DIAL to terminate the said signed Agreement between the parties, including right to black-list the Bidder and/or the Service Provider from for all future projects of DIAL. The costs and risks for such termination shall be entirely borne by such Bidder.

10.2. **Waiver of immunity** - The Bidder unconditionally and irrevocably agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this RFP or any transaction contemplated by this RFP or pursuant thereto, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of that party with respect to its assets.

### **10.3. Right of Verification**

DIAL reserves the right to verify any or all statements made, and authenticity of the documents provided or submitted by the Bidder in response to the RFP and to inspect the Bidder's establishment / office / premises, if necessary, to establish to its satisfaction about the Bidder's capacity to perform its duties and / or obligations as stipulated in this RFP or the Agreement. Further, DIAL reserves the right to carry out due diligence / background checks of any Bidder or affiliate(s) at any stage of the RFP, as may be required in the interest of the grant of the Services. The aforesaid right of DIAL shall continue to subsist after the finalization of the Selected Bidder.

### **10.4. No Recommendations**

After the Proposal Due Date has elapsed and until the issue of the Letter of Intent to Award, the Bidder shall not contact DIAL or any of its directors, officers, employees, agents, consultants on any matter related to the Proposal. Any effort on the part of the Bidder to influence DIAL in the examination, evaluation, ranking of Proposal and recommendation for Letter of Intent to Award under this RFP may result in the rejection of the respective Bidder's Proposal.

### **10.5. Confidentiality**

This RFP, contents of this RFP, information related to the examination, clarification, evaluation, and comparison of the Proposal and recommendations for the issuance of Letter of Intent to Award shall not be disclosed to any Bidder or other persons not officially involved in such process even after the issuance of the Letter of Intent to Award to the Selected Bidder has been announced. The interested party, the Bidder and the Selected Bidder, as the case may be, agree and acknowledge that DIAL can initiate all actions available to it under the Applicable Laws including but not limiting to claims of damages, and injunctive relief in case of non-compliance of this Clause and any disclosure to any third party.

## **10.6. Non-binding on DIAL**

10.6.1. This RFP does not bind DIAL to award the contract to any Bidder and DIAL shall not under any circumstances be responsible for any costs, expenses or charges incurred by any Bidders, the respective shareholders / partners / members, officers, employees, agents and advisors of each of these entities, involved in the Bidding Process irrespective of whether DIAL actually proceeds with such an award or not.

10.6.2. It shall be deemed that, by submitting the Proposal, the Bidder agrees and releases DIAL or its directors, advisors, consultants, contractors, officers, employees and / or its agents irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and / or the Agreement, pursuant hereto, and / or in connection with the Bidding Process, to the fullest extent permitted by the Applicable Laws, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, present or in future.

## **10.7. Correspondences**

All correspondences in relation to this RFP and the Bidding Process shall be addressed by Bidder(s)/ Selected Bidder (s) to DIAL as under:

Kind Attention: [Beena Patwal]  
Email: [beena.patwal@gmrgroup.in]

## **10.8. Ownership of Documents**

All documents submitted by the Bidder(s) in response to this RFP shall become the property of DIAL. However, intellectual property in the information, data, concept, design, plan or any other material contained in the Proposal submitted by the Bidder(s) shall remain vested in the Bidder(s) subject to and save to the extent as provided in this RFP and/or Agreement.

## **10.9. Responsibility to conduct due diligence**

It shall be the responsibility of each Bidder to familiarize themselves with all aspects, conditions and requirements of the Services, to interpret rules and regulations made by or on behalf of DIAL and all laws and regulations of the Republic of India, that may in any manner affect or apply to their respective participation in the Bid Process and implementation of the award.

## **10.10. Intellectual Property Rights**

No form of DIAL's name or any other intellectual property rights associated with it or belonging to DIAL shall be used in any promotional materials, signs, announcements or other form of communication or advertising by the Bidder or in any other manner whatsoever, unless DIAL's express written permission for such use has been obtained in advance by the Bidder.

10.11. **Indemnification** - The Bidder hereby agree to indemnify and keep indemnified and hold harmless DIAL, its Affiliates, directors, officers, employees, and agents (“Indemnified Persons”) from and against all losses, claims, third party claims, liabilities, disputes arising out of / likely to rise out of or in relation to or as a consequence of any breach of any or all terms and conditions of the Bidding Documents. Whilst the Bidding Documents have been prepared in good faith, DIAL shall have no responsibility or liability whatsoever in respect of any statements herein or omissions here from. Any liability is accordingly expressly disclaimed by DIAL, its Affiliates or their respective directors, officers or employees, consultants/advisors even if any loss or damage is caused by any act or omission on the part of DIAL, any of its Affiliates or their directors, officers or employees, consultants/advisors whether negligent or otherwise.

**10.12. Final Understanding**

This RFP supersedes all prior communications from DIAL to the Bidders in relation to the provisioning of the Services. In the event of any conflict between this RFP and any prior communication from DIAL, the terms of this RFP shall prevail. In the event of any conflict between the provisions of this RFP, the Bidder should seek a clarification from DIAL and DIAL’s clarification in this regard shall be binding. For the avoidance of doubt, it is hereby clarified that all information / communication exchanged with any person or employee not authorized by DIAL to undertake such communication, shall be considered as invalid. DIAL shall not be held liable for any action / inaction, as result of exchange of such information or communication, undertaken by the Bidder.

10.13. Non-compliance with the instruction contained in the RFP shall render the Proposal liable to be rejected.

10.14. The Bidder(s) giving false or misleading information to gain an advantage in securing the award of the Services will be debarred from participating in all future tenders called by DIAL.

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## **CLAUSE 12 – FRAUD AND CORRUPT PRACTICES**

- 12.1. The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process, subsequent to the issue LOIA and during the subsistence of the relevant Agreement.
- 12.2. The Bidder(s) has not and shall not engage in corrupt Practices or fraudulent practices in competing under this RFP. The Bidder(s) shall not have any commercial mutual benefits with other Bidder(s) submitting the Proposals on the date of submission of the Proposals. The Bidder shall at all times comply with the policy on ‘Anti - Bribery and Anti - Corruption Policy’ which can be accessed at the link <https://gmrinfra.com/pdf/GAL-Anti-Bribery-Anti-Corruption-Policy.pdf> and abide by the Supplier Code of Conduct as provided in Section VII [*Supplier Code of Conduct*] of this RFP.

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## **SECTION III – SCHEDULES**

### **SCHEDULE I –ELIGIBILITY CRITERIA AND DOCUMENT LIST**

#### **PART A –BASIC ELIGIBILITY CRITERIA**

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

1. The Bidder is a body corporate validly incorporated and existing under the Applicable Laws;
2. The Bidder has the requisite corporate power and authority and is permitted under its constitutional documents to submit the Proposal and the Tender Security, to execute the Agreement and to perform its obligations thereunder (if Bidder is selected and issued the Letter of Intent to Award);
3. The Bidder has obtained the necessary Approvals, as may be required, in order to submit the Proposal and the Tender Security;
4. Any previous contract of the prospective bidder should not have been terminated by any client due to non-performance or unethical behaviour.
5. The Bidder should not have been blacklisted or de-barred by any previous client of the Bidder in the past.

## **PART B – SPECIFIC ELIGIBILITY CRITERIA**

### **Technical Eligibility Criteria:**

The Bidder shall have proven experience of large-scale landscape development & maintenance projects including minimum two Services of 4 crore each OR four Services of 2 crore each in last 5 years which contain following types of work-

- a. Value of single work contract for exclusive landscape (gardening) development works.
- b. Annual value of single work contract for exclusive landscape (gardening) maintenance work at one site.

### **Financial Eligibility Criteria:**

Annual average turnover of last 3 financial years (FY 2021-22, 2022-23, 2023-24) shall not be less than Rs. 10 crore

Notwithstanding the documents outlined in the Technical Eligibility Criteria and the Financial Eligibility Criteria above, DIAL reserves its right to seek further documents from the Bidder to confirm their qualifications and eligibility pertaining to such criteria.

## **SCHEDULE II – DIAL RECEIPT BANK FOR TENDER SECURITY SUBMISSION**

The details of the bank account in which the Tender Security is to be deposited are as follows:

Name of the Bank Address	ICICI Bank Ltd C 17 , Local Shopping Complex, Paschimi Marg Vasant Vihar, New Delhi -110057
RTGS /NEFT Code of the Bank	ICIC0000065
MICR code	110229008
Name of the Account Holder	Delhi International Airport Ltd.
Account Number	006505002685
Type of Account	Current account

### **SCHEDULE III – SCOPE OF SERVICES**

[Attached separately]

**SCHEDULE IV – BILL OF QUANTITIES**

[Attached separately]

## SECTION IV – PRESCRIBED FORMS FOR BIDDER

### FORM A – FORMAT OF COVER LETTER

*[To be submitted on the letterhead of the Bidder]*

To,

Date: [●]

Delhi International Airport Limited  
New Udaan Bhawan, Opposite Terminal – 3  
Indira Gandhi International Airport  
New Delhi  
India  
Pin-110037

**Subject:** Submission of Proposal

**Reference:** RFP dated [●] issued by DIAL

Dear Sir,

1. We, the undersigned are duly authorized to represent and act on behalf of the Bidder [insert name], having its registered office at [insert address].
2. We have reviewed and fully understood all information and requirements of the referred RFP, and after having undertaken a due diligence and review of the Service Areas and after considering the terms of the Bid Documents, we wish to hereby express our continued interest in the selection process and participate as a Bidder in accordance with the terms of the Bid Documents.
3. Pursuant to the terms and conditions of this RFP, the documents mentioned in Clause 7.1.3 are being provided by the Bidder.
4. Our Proposal is unconditional, irrevocable, binding and final and shall be valid and open for acceptance by DIAL during the Proposal Validity Period. Further, we undertake:
  - a. to keep this Proposal open for acceptance without unilaterally varying or amending its terms for the period stated in the Request for Proposal.
  - b. that if this Proposal is accepted, we shall provide in such numbers and in such form as may be stipulated in the Agreement such Performance guarantees, undertakings and warranties;
  - c. to continue to maintain the Tender Security as stipulated in the Request for Proposal.
5. We accordingly offer to provide the Services, in conformity with the Bid Documents and our enclosed Price Proposal and in conformity with the Bill of Quantities.
6. This Proposal shall be governed by and construed in all respects as per the Applicable Laws in India and shall be subject to the exclusive jurisdiction of the courts at New Delhi, India only.

All the capitalized terms used herein but not defined, shall have the meaning as ascribed to them in the RFP.

Yours faithfully,

For [●] name of the company

Signature

Name of the Authorised Signatory

Designation of the Authorised Signatory

Registered Office Address

(Company seal/ rubber stamp of the company)

## FORM B – FORMAT OF TECHNICAL PROPOSAL

The information is to be provided as per the formats provided herein below and enclosed in a file marked as “**TECHNICAL PROPOSAL - RFP DATED [•] BY [Name of Bidder]**”.

The following details shall be provided by the Bidder:

The Technical Proposal must include the following information in the form and order outlined below:

1. For Operational Phase
  - (a) Quality Assurance Plan
  - (b) Environment Management Plan
  - (c) Details of Service Provider equipment(s) proposed for the Services
  - (d) Maintenance manuals
  - (e) All other document as per the scope of Services.
2. Experience details in the below format:

<b>Details of the project(s) executed by the Bidder of similar nature, scale, complexity and time constraints*</b>		
1.	Project Name:	<i>[To be inserted by the Bidder]</i>
2.	Employer	<i>[To be inserted by the Bidder]</i>
3.	Main Contractor	<i>[To be inserted by the Bidder]</i>
4.	Approximate Value of Services	<i>[To be inserted by the Bidder]</i>
5.	Start Date – Completion Date	<i>[To be inserted by the Bidder]</i>
6.	Brief Description & Indicative Quantities	<i>[To be inserted by the Bidder]</i>
7.	Reference Contact, Name & Phone	<i>[To be inserted by the Bidder]</i>

\*The details each project undertaken shall be provided in separate tabular format.

### INSTRUCTIONS TO QUALIFIED BIDDERS

1. All information requested in this form must be complete and accurate. Omission, inaccuracy, mis-statement and any required attachments may be cause for rejection of the bid and debarring of the qualified Bidder from participation in any further RFP of DIAL.
2. Please attach separate sheets of paper if the space provided above is insufficient.

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## FORM C – FORMAT OF PRICE PROPOSAL

The information is to be provided as per the formats provided herein below and marked as **“PRICE PROPOSAL FOR THE RFP DATED [●] BY [Name of Bidder]”**.

The following details shall be provided by the Bidder:

### PART I

To,

Date :[●]

Delhi International Airport Limited  
New Udaan Bhawan, Opposite Terminal – 3  
Indira Gandhi International Airport  
New Delhi  
India  
Pin-110037

Sub. : Price Proposal

Ref. :RFP dated [●] issued by DIAL

Dear Sir,

1. We, the undersigned are duly authorized to represent and act on behalf of the Bidder [insert name], having its registered office at [insert address];
2. The Contract Sum for performance and provisioning of Services which shall be charged by the Service Provider on DIAL for the Term of the Agreement is INR\_\_\_\_\_ (Amount in words).The detailed breakup of the Contract Sum is provided in the Bill of Quantities.
3. We have carefully read and understood the terms and conditions of the RFP and its annexures, Schedules and Addendum issued by DIAL and we are aware that the Tender Security is liable to be forfeited/encashed by DIAL, if we fail to comply with or are in breach of the terms of the RFP or the LOIA, including upon our failure to execute the Agreement within such time as set out in the Letter of Intent to Award.
4. All information requested as per the RFP to be provided in this Form and provided by us is complete, accurate and is in the form and manner as notified in the RFP. Any and all omissions, inaccuracies, misstatements, conditions and/or not being in full compliance with the RFP maybe a cause for rejection of our Proposal and we may be debarred by DIAL from participating, directly or indirectly, in any tender or bid process or from entering into any arrangement or agreement with DIAL.
5. We are neither allowed nor shall we be permitted to amend the Proposal after the Proposal Due Date or withdraw our Proposal without prior consent of DIAL.

6. We hereby acknowledge and agree that DIAL has and it reserves itself with the right to reject the Proposal, hereby submitted by us, without assigning any reason thereto. DIAL is not bound to accept any or the lowest Proposal and DIAL reserves its right to accept the whole or any part of the Proposal and that we shall be bound by the decision of DIAL and shall comply and fulfil our obligations and commitments made in our Proposal.

Yours faithfully,

For [●] name of the company

Signature

Name of the Authorised Signatory

Designation of the Authorised Signatory

Registered Office Address

(Company seal/ rubber stamp of the company)

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## **FORM D –AUTHORIZATION IN FAVOUR OF THE AUTHORIZED SIGNATORY**

### **PART A- FORMAT OF BOARD RESOLUTION**

The Board, after discussion, at the duly convened meeting of [insert name of Bidder] (the “**Company**”) on [insert date and day], with the consent of all the Directors present and in compliance of the provisions of the laws of its incorporation, passed the following Resolution:

RESOLVED THAT [insert name], be and is hereby authorized to enter into and take all the steps required to be taken by the Company to sign the Proposal to be submitted in response to the Request for Proposal dated [●] issued by Delhi International Airport Limited (“**DIAL**”) for performance and provisioning of Services pertaining to integrated indoor landscape management and gardening services at Indira Gandhi International Airport, New Delhi in accordance with the terms of the Agreement, including in particular, signing of the Proposal, making changes thereto and submitting amended Proposal, furnishing necessary Tender Security, all the related documents, certified copy of this Board Resolution or letter, undertakings, negotiations with DIAL, participation in pre-bid meetings, and the execution of necessary project related agreements etc. as required to be submitted to DIAL as part of the RFP or such other documents as may be necessary in this regard.

Certified True Copy

#### **Notes:-**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorized director of the Company.
2. The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidder.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to the Bidder submitting this resolution. For example, reference to Indian Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution.

## PART B – FORM OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that [*name of the Bidder*], 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 Bidder*], 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 Bidder*] with Delhi International Airport Limited in response to the Request for Proposal issued by Delhi International Airport Limited for integrated indoor landscape management and gardening services at (“**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 Bidder*] as the Service Provider in response to the Request for Proposal issued by Delhi International Airport Limited for 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*], 2025.

By: \_\_\_\_\_

Name:  
Designation:  
Address:

## FORM E – FORMAT OF TENDER SECURITY

### PART A – 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

We [name and address of the issuing Bank] have been informed that [*Name of the Bidder*] (hereinafter called the "**Interested Party**") is submitting a Proposal for the award of Services in response to the Request for Proposal dated [] by Delhi International Airport Limited for Integrated Indoor Landscape Management and Gardening Services ("**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, the Beneficiary, any sum or sums not exceeding INR 10,00,000/- (Indian Rupees Ten Lakhs 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 Parties contained in the RFP; or
- (3) DIAL entered into the Agreement with the Interested Party but the Interested Party has failed to deliver a performance bond complying with the conditions of the Agreement; or
- (4) The Interested Party has failed to enter into the Agreement within 30 (thirty) days of being required to do so by DIAL.

The demand must be received 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 Agreement 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 Agreement conditions and execution of the Agreement after the award of the Services to the Interested Party; or
- (c) 180 (One Hundred Eighty) days from the last date of submission of Proposal in accordance with the RFP.

Date:

Signature:

Designation:

## PART B – FORMAT FOR PERFORMANCE BANK GUARANTEE

This Deed of Guarantee (“**Guarantee**”) is made at New Delhi, on this the [●] day of [●] [●] by [*insert name of the Bank*], having its registered office at [*registered office address of the Bank*] (hereinafter referred to as “**Bank**” which term shall mean and include, unless to repugnant to the context or meaning thereof, 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**”, which expression unless repugnant to the context hereof shall mean and include its successors-in-interest and assigns),

**WHEREAS**, [*insert the complete name of the Bidder*], incorporated [*jurisdiction and laws of incorporation of the Bidder company*], having its registered office at [*registered office as per incorporation details*] (hereinafter referred to as “**Bidder**”), is submitting its Proposal in response to the issue of the Request for Proposal issued by DIAL on [*date*] (hereinafter referred to as the “**RFP**”) **TO [●] AT INDIRA GANDHI INTERNATIONAL AIRPORT, NEW DELHI**, and in respect thereof, as condition, the Bidder is required to submit a Performance Bank Guarantee for an amount of INR [●]/- (Indian Rupees [●]) in the form of a bank guarantee in favour of Beneficiary (hereinafter referred to as “**Tender Security**”);

**AND WHEREAS**, the Bidder has informed the Bank that the Bidder has undertaken to the Beneficiary to provide and furnish to the Beneficiary a bank guarantee in the format prescribed by the Beneficiary;

**AND WHEREAS**, in consideration of such an undertaking made by the Bidder and as a condition of the RFP and in due compliance thereof, the Bidder has approached the Bank to issue and the Bank has agreed to furnish a bank guarantee in the format provided in the RFP as Performance Bank Guarantee, in favour of the Beneficiary, *inter-alia*, guaranteeing due discharge of the obligations of the Bidder in respect of Performance Bank Guarantee.

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

1. We, the Bank hereby irrevocably 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 fax immediately and forthwith and without any delay, any sum demanded in writing not exceeding INR [●]/- (Indian Rupees [●]) (“**Amount**”), without any protest, demur, caveat, recourse or reservation, without any reference to the Bidder etc., notwithstanding any dispute or controversy or contest between the Beneficiary and/or Bidder, whether or not arising out in respect of the Bid Documents. 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.

2. We, the Bank further agree and affirm that no change or addition to or other modification to the terms of the RFP and/or the Agreement, shall in any way release the Bank from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Beneficiary, that the Beneficiary shall be the sole and exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Bidder, which are recoverable by the Beneficiary by invocation of this Guarantee.
3. This Guarantee shall be valid for a period until 120 (One Hundred and Twenty) days after the Term (“**Expiry Date**”) and shall continue to be enforceable till all amounts under this Guarantee are paid. All the demands and claims by the Beneficiary under this Guarantee may be made in writing until three (3) months after the Expiry Date (“**Claim Period**”).
4. 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, Bidder or Beneficiary or by any arrangement made between the Bidder and Beneficiary or by any alteration or amendment of the terms of Services, revision of the Performance Bank Guarantee or by any alteration in the obligations undertaken by the Bidder or by any forbearance as to time, performance or otherwise but shall in all respects and for all purposes be binding and operating on us with respect to such monies as demanded by the Beneficiary. We shall not be relieved from our obligations and liability under this Guarantee, by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder 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.
5. 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.
6. Any demand certificate, notice or any other communication under this Guarantee shall be in writing, and (i) by email or (ii) sent by person or (iii) sent by courier or (iv) sent by registered post on or before the expiry of Claim Period, at the following addresses:  
  
    Designation:  
    Branch Address:  
    Tel. no.:  
    Fax no.:  
    Email ID:
7. All such demand certificates, notices and communications shall be effective only if received by the Bank on or before the expiry of Claim Period
  - (a) if sent by email, immediately upon it being sent by the Beneficiary;

- (b) if sent by person, when delivered;
  - (c) if sent by reputed courier 1 (one) day after deposit with an overnight courier; and
  - (d) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered.
8. This Guarantee shall be invoked on or before the expiry of the Claim Period. If the Guarantee is invoked on the last day of the Claim Period after public dealing hours, the claim of the Beneficiary shall be valid and Bank 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,
- (a) at any given time our liability under this Guarantee is restricted to INR 20,00,00,000 (Indian Rupees Twenty Crore Only),
  - (b) this Guarantee shall be irrevocable and shall come into force on its execution,
  - (c) our liability under this Guarantee shall remain valid up to the Claim Period only whereafter all your 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 [x] or any other branch located at Delhi.
12. This Guarantee is subject to the laws of Republic 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.

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

EXECUTANT

WITNESSES:-

Signature Name Address

1

2.

## FORM F – LETTER OF UNDERTAKING

[On the letter head of the Bidder]

[Date][●]

To,

Delhi International Airport Limited  
New Udaan Bhawan, Opposite Terminal – 3  
Indira Gandhi International Airport  
New Delhi - 110037

Kind Attention: [●]

Subject: Letter of Undertaking by the Bidder

Reference: RFP dated [●] issued by DIAL in relation to [●] at Indira Gandhi International Airport, New Delhi

Dear Sir,

We [please insert the full name of the Bidder] hereby declare and confirm that we have read and understood all the terms and conditions of the RFP, the Schedules and the Annexures therein and we hereby confirm the said terms and conditions are acceptable to us.

We declare and confirm that all statements made by us and all the information or documents provided by us are complete, true and correct and no information or document has been omitted which renders such information misleading and all documents accompanying the Proposal are true copies of their respective original.

We hereby agree and undertake to submit Performance Bank Guarantee within 30 days of date of issuance of the required PO for a sum of 10% of the annual contract value valid till a period of 3 (three) months after the expiry of Contract Period / Defects Liability Period / Guarantee Period in the prescribed manner.

We hereby agree to comply with the Applicable Laws, Good Industry Practise and rules and regulations framed by the Relevant Authorities with respect to the Services including without limitation the labour laws and confirm as under:

- (a) ESI contribution and entitlement -- Manpower whose monthly wages are Rs 21,000 above are not covered under the ESI Act. We shall provide the benefits of workmen compensation policy as mandate requirement for employees those are exempted from ESI.
- (b) Bonus for skilled and highly skilled category of manpower whose monthly wage Rs. 21,000/- above, therefore Bonus will not be entitled to employees those have been exempted from entitlement of Bonus as per provisions of Payment of Bonus Act. Further advise not to claim Bonus from DIAL as it is no more statutory obligation to pay for said category.

(c) We hereby provide the details towards compliance with labour laws and/or confirm as under:

S.no	Mandatory Requisites for vendors	Required (√ / X)
1	PF Code	
2	ESIC Code	
3	WC Policy if employees exempted under ESIC	
4	Min Wage - Rate- Central Min Wages	
5	Category of Wage as per skill deployed	
6	No-Cash Payment to employees against salary / OT/ Bonus / Leave or any dues	
7	Written approval in case of sub-contracting (User dept & Compliance Team)	
8	Follow Delhi State leave rules	
9	Appropriate 3 national holidays (26th Jan , 15th Aug & 02 October)	
10	Bonus payment as per Act	
11	Compliance registers to be maintained as per CLRA Central Norms	
12	Labour License -for more than 20 employees	
13	All the above rules are applicable to Sub contractor	

We hereby agree to and undertake to abide by all the terms and conditions of the RFP.

Yours faithfully,

For [●]

Signature

Name of the Authorised Signatory

Designation of the Authorised Signatory

Registered Office Address

(Company seal/ rubber stamp of the company)

## FORM G – CONFIDENTIALITY UNDERTAKING

[On the letter head of the Bidder]

This Confidentiality Undertaking (“**Undertaking**”) is made at New Delhi on this [●] day of [●], 2025 by:

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

### **In Favor of**

**Delhi International Airport Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at New Udaan Bhawan, Opposite ATS Complex, Terminal-3, IGI Airport, New Delhi-110037, India, (hereinafter referred to as “**DIAL**” which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns).

to assure the protection and preservation of confidential and/or proprietary information disclosed by DIAL to the Recipient.

### **The Recipient agrees to undertake as set out herein:**

This Undertaking is effective from the date of execution of this Undertaking by the Recipient.

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 Bidder or which is generated by the undersigned Bidder or any information or data that the undersigned Bidder receives or has access to, as a result of the RFP, as being confidential information of Delhi International Airport Limited.
2. **Exceptions:** The term “Confidential Information” shall not include any information which is now, or hereafter becomes available to the public, but not for the reason or as a consequence of the breach, default, failure to act by or on behalf of the Recipient or its employees, officers, directors, whether existing or erstwhile. Provided that the Recipient shall not disclose any Confidential Information under Clause 1 and 2, without taking prior written approval from DIAL. DIAL shall have the right to refuse to give such approval.
3. **Purpose:** The Recipient shall use Confidential Information solely for the purpose of analysing the scope of Services and for submitting its Proposal in response to this RFP (hereinafter referred to as “**Authorized Purpose**”) and for no other purpose.
4. **Use:** The Recipient shall:
  - (a) preserve the secrecy of the Confidential Information;

- (b) not disclose the Confidential Information to any employee except to those having a need to know the same for the Authorized Purpose and shall be responsible and obligated for its employees' compliance with this Undertaking;
- (c) not disclose the Confidential Information to any third party or if such disclosure is required pursuant to a valid court order provided that the Recipient shall give DIAL reasonable prior written notice of such disclosure and, where required, assist DIAL to resist such order;
- (d) 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 Recipient or not) upon receipt of the written request of DIAL along with certification of such destruction.

- 5. **Ownership:** The Confidential Information is the property of DIAL and/or its associates. The Recipient 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. **Duration:** The Recipient's obligations under this Undertaking shall be continuous and shall not lapse.

**SIGNED AND DELIVERED by Recipient**

**Signature:**

**Name:**

**Designation:**

**Place:**

**Date:**

## FORM H – SHAREHOLDING PATTERN

*[On the letter head of the Bidder]*

Date:

Dear Sir / Madam,

We declare that the following shareholders have controlling or beneficial ownership in [name of the Bidder]:

S. No	Name of the shareholder	Type of shareholder (Individual / Company / Trust / Partnership Firm / LLP / NGO)	Date of birth / Date of incorporation or registration	Nationality	% of shareholding / capital / profits	Identity proof number (PAN, UIN, Regn. No., LLPIN)	Complete Address	Name of stock exchange where listed (only for company category shareholder)	Beneficial Ownership (Name, occupation, date of birth, father's name, address)
1.									
2.									
3.									
4.									
5.									
6.									

Note:

- (a) Controlling ownership means ownership by the shareholder of more than 25 percent of shares or capital or profits of the company.
- (b) Beneficial ownership means a person having a beneficial interest in a share but whose name is not entered in the register of members of a company as the holder of that share.

For *[Name of the Bidder]*

\_\_\_\_\_  
(Authorized Signatory)

**SECTION V – FORMAT FOR THE SELECTED BIDDER**

**FORMAT I - FORMAT OF AGREEMENT**

*(Attached separately)*

## **SECTION VII – SUPPLIER CODE OF CONDUCT**

This Supplier Code of Conduct and Business Ethics (“**Code**”) has been formulated by GMR Group (“**GMR**”) based upon the set of ‘Values & Beliefs’ and business practices that GMR follows. GMR values the relationship that it shares with all its vendors/ suppliers/contractors (“**Suppliers**”) and believes in dealing with them in a fair and transparent manner. Similarly, GMR expects its Suppliers to comply with the terms set forth herein and also to ensure that there is transparency in their dealings in all of their activities and sites worldwide.

1. **Ethics & Integrity**

In order to maintain high standards of social responsibility, all Suppliers are expected to conduct their business in an ethical manner and act with integrity.

**a) Bribery and Corruption**

The Suppliers hereby warrant that, they will not, either themselves or through contractors or sub-contractors or through their agents/representatives, offer, promise or make any payment, gift, to any of GMR’s employees, government officials or use other means to obtain an undue or improper advantage in a manner contrary to the applicable laws (whether applicable in the place that the Supplier is situated in or elsewhere) and that, they have no knowledge that other persons who share a working relation with the Supplier will, for the purpose of obtaining or facilitating the performance of, the contracts entered into between GMR and the Suppliers or such other connected contracts. Suppliers shall uphold fair business standards in advertising, sales, and competition. Nothing in this Code shall however render GMR liable to reimburse the Suppliers’ agents or their associates for any such consideration given or promised or for any consequences arising out of such action that violates the applicable laws or involves using corruptive measures.

**b) Integrity**

Suppliers warrant that, the Suppliers and / or their contractors and / or sub-contractors and / or agents / representatives shall maintain high degree of integrity during the course of their dealings with GMR. If it is discovered at any time by GMR that any business/contract whether directly/indirectly connected to the contracts was procured by playing fraud or by misrepresentation or suppression of material facts, the contract entered into between GMR and Suppliers shall be voidable at the sole option of the relevant entity of GMR. For avoidance of doubts, no rights shall accrue to the Suppliers in relation to such business/contract and GMR or any entity thereof shall not have or incur any obligation in respect thereof. If such acts of the Suppliers result in defaming GMR or results in third party claims or actions being brought against GMR, then in such case, the Suppliers shall be required to indemnify GMR from and against any and all losses or damages suffered by GMR.

**c) Conflict of Interest**

Suppliers warrant that they shall not enter into a financial or any other relationship with a GMR employee that creates any actual or potential conflict of interest for GMR. For the purpose of this Code, a conflict of interest arises when material personal interests of the GMR employee are inconsistent with the responsibilities of his/her position with GMR. If any such conflicts are present, the same shall be disclosed and approved in advance by GMR management.

## 2. Labour Laws & Human Rights

Suppliers are expected to protect the human rights of their employees/workers and to treat them with dignity and respect and in this regard, the Suppliers warrant that, in all of their activities, Suppliers shall operate in full compliance with the laws, rules, and regulations of the countries in which they operate and shall ensure not to use any form of forced, bonded, indentured, or child labour.

### **a) Child Labour**

Suppliers shall not employ/encourage employment of children, falling under such age group that is prohibited from being employed by the applicable law, for providing of Services either internally or outside the premises of the Supplier.

### **b) Forced labour**

Suppliers shall not use forced labour. Supplier shall not force/coerce the employees/workers to work or demand Services from the employees/workers under the threat of some sort of punishment especially in cases where, the employees/workers have not undertaken voluntarily to work for the Suppliers. All the Services being provided by the Suppliers' employees/workers must be voluntary and the employees/workers shall be free to leave the work or terminate the employment with reasonable notice. Suppliers shall further ensure that, contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the employees/workers of the Suppliers. Where Suppliers shall be responsible for payment of all fees and expenses, the Suppliers shall make the required payment to their employees/workers.

### **c) Fair Treatment**

Suppliers shall provide a workplace free from hard inhuman treatment, or even the threat of any such treatment, any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity. Suppliers shall not threaten their employees/workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting company-provided facilities.

### **d) Anti-discrimination**

Suppliers shall provide their employees/ workers with a workplace free from harassment and/or deliberate discrimination or exclusion of preference made particularly on the basis of race, national origin, skin colour, language, religion, caste, political affiliations, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by the applicable law.

**e) Health and Safety**

Suppliers shall provide a safe and healthy working environment that poses no risk to health of the employees/workers working at their sites and ensure compliance with local and national regulations. Suppliers shall commit to creating safe working conditions and a healthy work environment for all of their workers.

**f) Minimum Wages & Other Employee Benefits**

Suppliers must pay the minimum salaries and employment benefits that are at least equal to the normal local salary or in compliance with minimum wages required by the applicable laws and regulations and provide all legally mandated benefits and satisfy all applicable employment laws.

3. Environment Protection

The Suppliers shall comply with all the applicable legal requirements, as well as with any existing industry standards and guidelines regarding the environment and sustainability, but at the very least (i.e. in the event that the legal requirements and/or any industry standards and/or guidelines are less stringent than the requirements below or do not exist at all) with the following requirements:

**a) Resource Conservation and Emissions**

Suppliers will use raw materials and natural resources in a responsible and economical manner and make every effort to reduce the consumption of energy (electricity, heating), water, and fuel by encouraging practices such as the modification of production, maintenance and facility processes, material substitution, conservation, recycling and material re-utilization, and further shall try to, reduce any associated emissions, try to use environment-friendly means of transport.

**b) Hazardous Substances**

Suppliers shall identify and manage substances that pose a hazard if released to the environment and comply with applicable laws and regulations for recycling and disposal. Suppliers shall ensure the safe handling, movement, storage, use, recycling and/or reuse and environmentally-friendly disposal of such substances, in their operations.

**c) Improvement Objectives**

Suppliers shall operate a systematic process of planning, training, implementation, monitoring and evaluation for review of the impact caused on the environment. Suppliers shall endeavor to use new progressive environmental technologies that lead to measurable improvements in terms of environmental impact (e.g. climate change).

4. Management Systems

Suppliers shall adopt or establish a management system designed to ensure / facilitate compliance with the Code and applicable laws and regulations, identify and mitigate related operational risks, and facilitate continuous improvement. The management systems elements should include the following elements:

**a) Documentation**

Suppliers must maintain and urge their subcontractors to maintain the appropriate records necessary to demonstrate conformance and compliance with applicable laws and regulations and the principles and expectations specified in the Code.

**b) Audits**

Suppliers will use periodic self-evaluation or such other auditing procedures to ensure conformity to applicable laws and regulations and terms specified in this Code.

**c) Implementation plans and Corrective Action Process**

Suppliers shall have processes in place to make corrections or to address any deficiencies or non-compliances herein.

**5. Usage of GMR Logo and Brand**

Suppliers shall not use GMR name, logo and trademark for any which purpose without specific authorization by GMR. IN case the Suppliers fail to adhere to the requirements specified in this Clause, GMR shall have the option of terminating the contracts entered into with such Suppliers and seek such relief including claim/s for compensation or damages as are available to it under applicable laws.

**6. Confidentiality**

The Suppliers shall not pass any confidential information that belongs to GMR to any third party unless otherwise authorized by GMR or is made available to the Suppliers by GMR.

**7. Reporting Concerns**

The conduct expected from the Suppliers and compliance with the same in accordance with this Code is critical to the principles GMR believes in and the way it conducts its business. If you have any complaints about compliance or ethics issues while working for or with GMR or want to report illegal or unethical activities, you may address the same to:

**Email ID: Reddy.MR@gmrgroup.in**

**Email ID: Dora.HJ@gmrgroup.in**

**Our ESG Code of Conduct reflects our Values & Beliefs and business practices. This document provides general reflection of the GMR Group's expectations from its Suppliers\*. Any business with GMR is subject to this policy**

### SUPPLIER CODE OF CONDUCT on ESG

This Supplier Code of Conduct on ESG ("ESG Code") has been formulated by GMR Group ("GMR") based upon the policy followed by GMR Group (GMR) in implementing the ESG standards in its regular business(es) and business practices that GMR follows. GMR Group values the relationship that it shares with all its vendors/ suppliers/ contractors/ subcontractors/ contractors/ consultants ("Suppliers")\* and believes in dealing with them in a fair and transparent manner. Similarly, GMR expects its Suppliers to comply with the terms set forth herein and also to ensure that there is transparency in their dealings in all of their activities including sourcing principles, labour related compliances, protection of human rights, complying with environmental requirements, ensuring legal and regulatory compliances as applicable.

GMR Group has established an ESG committee that is mandated to review the Environmental, Social and Governance policies of the Group including the review and rating of the compliances of Suppliers, through respective subcommittees on quarterly basis. The ESG policy implementation, further improvements and appropriate communication to the stake holders will be managed by the ESG Committee.

Accordingly, the ESG committee represented through a nodal officer may seek details of compliances, defaults and improvements on ESG aspects followed by the Suppliers and reserves right to suggest improvements and take appropriate action to protect interests of GMR Group companies vis-à-vis implementation of ESG policy in GMR Group.

GMR Group encourages the Suppliers that comply with the initiatives mentioned in this ESG Code. Further GMR Group reserves right to disassociate themselves through appropriate contractual process with the Suppliers that defaults in these aspects and in any case the PO/ WO issued by any of the GMR Group companies, will be liable to be terminated should there be any adverse remark OR penalty OR action on the Suppliers that could potentially dilute the reputation of GMR Group in their endeavour to comply with ESG requirements.

All our Suppliers are expected to comply with these requirements and further communicate it to their suppliers regarding the requirements of GMR ESG Code of Conduct. The performance of the Suppliers will be reviewed by the Procurement team and by the respective user department on ESG criteria also, as part of Vendor evaluation process.

All the suppliers are encouraged to have ESG Committee and report on the ESG parameters following global reporting standards & SEBI guidelines. The compliance of the appropriate ESG requirements will be monitored by GMR for Suppliers from time to time and Suppliers with lower rating/ compliance levels, may NOT be considered for future business with GMR.

1. Environmental Requirements:

a) Compliance with environmental regulations and standards.

It is mandatory for the Suppliers to be aware of and to adhere to the applicable laws, regulations and

Standards pertaining to the Supplier's activities, for the entire scope of work. The Suppliers are engaged by GMR only on the assurance of the Supplier on these aspects and in case of noncompliance, GMR reserves right to take required action under the provisions of contract.

b) Climate Action:

GMR Group is committed towards developing a climate resilient future by adopting relevant mitigation and adaptation measures. Our climate actions will include

- Evaluate, identify and address any climate related risk
- Planning resource efficient designs and constructions taking account of Green Building concept
- Use of energy efficient technologies and processes
- Use of Renewable Energy wherever feasible
- Adopt GHG Management System and work towards achieving carbon neutrality.
- Adopt effective Air Quality Management and pollution prevention methods.

We expect our Suppliers/ Associates to comply with these requirements and our Suppliers will be rated based on their commitments and initiatives taken towards climate action.

c) Reduction of Waste:

GMR Group is committed to use materials (wherever feasible and permissible) that are Environmental friendly, energy efficient, locally available and the items that can be recycled to the extent permitted in the respective Contracts.

We expect our Suppliers to comply to these requirements on reduction in generation of waste of any kind and our Suppliers will be rated based on their commitment and initiatives taken towards waste reduction and management.

d) Preservation of biodiversity.

All the Suppliers shall demonstrate commitment towards protection of biodiversity. GMR encourages Suppliers to support biodiversity and to commit to the protection of environment.

e) Commitment to responsible water management.

Any activity of the business either with GMR or otherwise should not contribute to water pollution. GMR encourages Suppliers to support to implement water management initiatives aiming for efficient usage of water and in preserving water sources through rainwater harvesting/storage and use of efficient fixtures & fittings.

f) Management Systems

All the Suppliers shall have policy on Environment, Quality & Safety in line with ISO Systems (9001, 14001 & 45001). The Management System developed to address Environment; Quality & Safety shall be certified by a reputed third party agency. The supplier should have effective emergency response program for their activities ensuring safety and regulatory requirements.

2. Social requirements:

a) Statutory Compliances:

All our Suppliers shall comply towards the requirements pertaining to human rights and labour practices. We will continue to ensure implementation of prevailing statutory compliances in all our projects and it is essential that our Suppliers comply with all the regulatory and statutory requirements without any deviation.

GMR implements ZERO tolerance on such requirements and the PO/ Contracts will be terminated at the cost and risk of Suppliers if any such instance of statutory non-compliances are noticed by GMR either in GMR's Contracts or any other Contracts in which vendor is a party.

b) Safety & Health Practises:

The Suppliers are expected to keep up BEST of the Safety & Health practises and any reportable incident or non-compliance will be dealt with the provisions of the Contract/ PO. Further, the safety compliance of the Suppliers will be reviewed by the Procurement team and user department as part of Vendor evaluation process and Suppliers with lower rating may NOT be considered for future business with GMR.

c) Labour Laws & Human Rights issues

Suppliers are expected to protect the human rights of their employees/workers/neighboring communities and to treat them with dignity and respect and in this regard, the Suppliers warrant that, in all of their activities with GMR OR Others, Suppliers shall operate in full compliance with the laws, rules and regulations of the location(s) in which they operate and shall ensure not to use any form of forced, bonded, indentured or child labour.

d) Child Labour

Suppliers shall not employ/encourage employment of children, falling under such age group that is prohibited from being employed by the applicable law, for providing of Services either internally or outside the premises of the Supplier.

e) Forced labour

Suppliers shall not use forced labour. Supplier shall not force/coerce the employees/workers to work or demand Services from the employees/workers under the threat of some sort of punishment especially in cases where, the employees/workers have not undertaken voluntarily to work for the Suppliers. All the Services being provided by the Suppliers' employees/workers must be voluntary and the employees/workers shall be free to leave the work or terminate the employment with reasonable notice. Suppliers shall further ensure that, contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the employees/workers of the Suppliers. Where Suppliers shall be responsible for payment of all fees and expenses, the Suppliers shall make the required payment to their employees/workers.

f) Fair Treatment

Suppliers shall provide a workplace free from hard inhuman treatment, or even the threat of any such treatment, any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity. Suppliers shall not threaten their employees/workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting company-provided facilities.

g) Anti-discrimination

Suppliers shall provide their employees/ workers with a workplace free from harassment and/or deliberate discrimination or exclusion of preference made particularly on the basis of race, national origin, skin colour, language, religion, caste, political affiliations, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by the applicable law.

h) Minimum Wages & Other Employee Benefits

Suppliers must pay the minimum salaries and employment benefits that are at least equal to the normal local salary or in compliance with minimum wages required by the applicable laws and regulations and provide all legally mandated benefits and satisfy all applicable employment laws.

3. Governance requirements:

a) Data security and Governance:

All our Suppliers shall comply towards the requirements pertaining to data security and confidentiality of the data shared by GMR as part of business requirements. The Supplier indemnifies GMR or their associates from any or all implications due to such data breach with the Supplier. The Suppliers shall follow the policy as mentioned in GMR Ethics and Integrity Code.

b) Tax related compliances:

The Suppliers SHALL comply with ALL the Tax related requirements including but not limited to GST, Income Tax, Royalty, cess, surcharge and/ or any other tax/ duty as applicable for the work/ Services that are being taken up.

c) Transparency in business transaction/ Accounting:

The Suppliers are expected to be transparent in their book keeping/ accounting process and shall be willing to share the ledgers/ tax compliances and payments details with GMR on as and when required basis.

d) Bribery and Corruption:

GMR would never offer either directly or indirectly or in any other form, a gift or entertainment or anything of value to any government official or commercial partners including customers or their representatives to influence decisions in favour of GMR OR secure/ retain business OR to get any unfair advantage. GMR neither involve themselves in payment of bribe, kickbacks nor allow their Suppliers OR third parties acting on behalf of GMR to involve in such activities. GMR Group has whistle-blower policy ([https://investor.gmrinfra.com/pdf/GMR\\_Policy\\_Whistle\\_Blower.pdf](https://investor.gmrinfra.com/pdf/GMR_Policy_Whistle_Blower.pdf)), the Supplier may follow as required.

e) Conflict of Interest:

It is essential for the Suppliers to identify the possibilities, prevent wherever possible and manage the potential conflicts of interest. GMR expects the Suppliers to continually review and avoid potential conflicts of interest on behalf of GMR or their Clients. It is mandatory requirement for Suppliers to check and declare potential conflict of interest on any activity, interest or relationship that could give rise to conflict of interest. Suppliers hereby indemnify GMR or their Clients from any or all issues pertaining to conflict of interest, if the issue is not notified to GMR before entering in to Contract.

\*The word 'Supplier' includes any individual/ organization/ JV deployed by GMR as part of their business requirements and this includes suppliers, vendors, contractors, subcontractors, consultants, JV partners and customers as the case may be.

### **SECTION VIII – SAFETY MANAGEMENT SYSTEM (SMS) & OH&SMS**

DIAL operates Safety Management System (SMS) as per requirements mentioned in DGCA CAR Section 1, Series C, Part 1 (Establishment of Safety Management System) and associated circulars at IGI Airport. Also, DIAL is certified for ISO 45001:2018 Occupational Health & Safety Management System (OH&SMS).

DIAL endeavors to maintain safe working conditions for its staff and a safe and healthy environment for its stakeholders, contractors, sub-contractors working at IGI Airport. Safety is an essential component in all activities carried out at IGI Airport and a key contractual responsibility for those managing and performing such work and an important determinant of overall Project success.

It is also, the responsibility of the stakeholders, contractors and their sub-contractors to comply with applicable rules & regulations and other requirements. The requirements outlined herewith (refer Form 1 below to be filled by bidder) mentions the minimum safety requirements to be fulfilled for overall safety culture enhancement while operating at IGI Airport, New Delhi.

The DIAL Safety requirements does not relieve any stakeholders / Service Provider of its obligations to control the means and methods by which it and its employees, subService Provider / trade contractors and agents perform work or Services; independently ascertain what health and safety practices are appropriate and necessary for the performance of such Work; and develop, implement and enforce a comprehensive health and safety program appropriate for the Work or Services performed that complies with all rules, regulations and industry standards, including permits, governing their activities while operating at IGI Airport, New Delhi.

<b>Service Provider Health &amp; Safety Evaluation Form</b>		
<b>1. General Information</b>		
1.1	Name of Organization	
1.2	Parent Company Name	
1.3	Organization CIN No.	
1.4	Under Current Management Since	
1.5	Email Id	
1.6	Contact No.	
1.7	Web Site	
1.8	Mailing Address	

**2. Health and Safety Contact**

*List the following information about the Safety personnel who will oversee the Health & Safety aspects of your organization while your engagement with us at IGI Airport. Person must be competent to recognize health and safety hazards and have the authority to take corrective action.*

2.1	Name of Safety Personnel	
2.2	Designation	
2.3	Email Id	
2.4	Mobile No.	

**3. OH&SMS Certification**

3.1	Is your organization certified for ISO45001:2018? (Yes / No)
3.2	If Yes, provide the copy of certificate?

**4. OH&S rules / regulation violation**

4.1	Has your company been issued a notice by regulator for any OH&S violation in the last three years? (Yes / No)
4.2	If “Yes” provide the violation details and abatement action.

**Health & Safety Program Checklist**

<b>5</b>	<b>Health &amp; Safety Management</b>	<b>Y</b>	<b>N</b>	<b>NA</b>
5.1	Written Health & Safety program?			
5.2	Organization OH&SMS Policy & Objectives?			
5.3	Management commitment and expectations?			
5.4	Employee / Workers Participation in Health & Safety matters?			
5.5	Accountabilities / responsibilities for managers, supervisors, and employees?			
5.6	Allocation of required resources for meeting Health & Safety requirements?			
5.6	List of applicable Rules & regulations and other requirements and its compliance?			
5.7	Voluntary Safety Hazard / Concern or Unsafe Condition / Act Reporting Program?			

5.8	Hazard Identification and Risk Assessment (HIRA) Procedure?			
5.9	Health & Safety Reward & Recognition program?			
5.10	Safety Incident / Accident Reporting Program?			
5.11	Occupational Injury & Illness Reporting?			
5.12	Safety Incident / Accident Investigation and Corrective & Preventive Action?			
5.13	Provision of applicable and required PPEs?			
5.14	Inspection & Maintenance of PPE?			
5.15	Emergency Preparedness and Response Procedures?			
5.16	Procedure for addressing individual safety and health performance deficiencies?			
5.17	Worksite inspection / audit regime w.r.t. Health & Safety			
<b>6</b>	<b>Health &amp; Safety Training Program?</b>			
6.1	Have employees trained in appropriate job skills?			
6.2	Procedure to assess skills of workers to assure they are qualified?			
6.3	Job skills certified where required by Regulatory or Industry consensus standards?			
6.4	Health & Safety orientation program for New Hire?			
6.5	Health & Safety refresher program for supervisor and employees?			
6.6	Ensuring regulatory Health & Safety training requirements for employees?			
	Does Health & Safety Training includes following contents?			
6.6a	Substance Abuse Program?			
6.6b	Hazard Communication Program?			
6.6c	Use of applicable PPE?			
6.6d	Safety Hazard / Concern reporting procedure?			
6.6e	Fire Protection and Prevention?			
6.6f	Electrical Safety & LOTO procedures?			
6.6g	Emergency Response Plan?			

6.6h	Safe Work Practices / Behavior?			
<b>7.</b>	<b>License / Permit to operate</b>			
7.1	Is your company required to have any License / Permits to perform your Works?			
7.2	Provide the list of Permit / License available?			
<b>8.</b>	<b>Equipment &amp; Material</b>			
8.1	Do you have a system for establishing applicable health, safety, and environment specifications for acquisition of materials and equipment?			
8.2	Do you conduct inspections on operating equipment {e.g., cranes, forklifts, JLG, etc.} in compliance with regulatory requirements?			
8.3	Do you maintain the applicable inspection and maintenance certification records for operating equipment?			
<b>9.</b>	<b>Subcontractor Operations</b>			
	<i>Submit a list of all subcontractors you plan to use while working at IGI Airport and Copy this form for your subcontractors. Each subService Provider must complete and submit this form.</i>			
9.1	Do you use safety & health performance criteria in selection of subcontractors?			
9.2	Do you evaluate the ability of subcontractors to comply with applicable health & safety requirements as part of the selection process?			
9.3	Do you include your subcontractors in:			
9.3a	Health & Safety Orientations			
9.3b	Health & Safety Meetings			
9.3c	Audit & Inspections			
<b>10.</b>	<b>Documents Required (please Attach copy of each)</b>			
10.1	Copy of OH&SMS Policy			
10.2	Copy of Health & Safety Program			
10.3	Copy of OH&SMS Certificate			

10.4	Copy of Emergency Response Plan			

**Submitted By:**

A	Name & Signature	
B	Designation	
C	Email Id	
D	Contact No.	
E	Date of Submission	