

GMR Vishakhapatnam International Airport Limited (GVIAL)

Request for Proposal (RFP)

For

**Hiring of Agency for providing support manpower
for CISF Unit at ASRI Airport, Bhogapuram
for a period of 3 years**

Date of Issue: 05-09-2026

Last date of Submission: 11-09-2026

Issued By:

GMR Vishakhapatnam International Airport Limited,
Second floor, 10-1-43, Flat no:202, SIRIPURAM FORT, CBM Compound,
Siripuram, Visakhapatnam – 530 003, Andhra Pradesh, India.

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DISCLAIMER

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

additional information nor otherwise to negotiate with the Interested Party(ies). The Bidders shall not have the opportunity to revise their Proposal following submission, except as provided in this RFP.

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

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NOTICE OF REQUEST FOR PROPOSAL

Interested Parties shall download this RFP document from GVIAL website (<https://gmrvsakhapatnamairport.com/by> providing some basic information (regarding their organization) therein. Based on such information GVIAL will share with them Ariba login credential over email. Using Ariba credentials Interested parties shall have to submit their bids in two parts (Technical unpriced bid and Price Bid) in the Ariba portal as per given timeline (mentioned in Section I – Clause – 2)

PLEASE SUBMIT BIDS IN 2 PARTS IN ARIBA PORTAL:

- 1. UNPRICED TECHNICAL PROPOSAL FOR SCOPE OF SERVICES, DULY SIGNED & STAMPED ON COMPANY'S LETTER HEAD, ALONGWITH ALL DOCUMENTS AND RELEVANT CONFIRMATION AND ATTACHMENTS AS REQUIRED IN THIS RFP. DO FILL UP APPLICABLE FORM/TEMPLATE IN ARIBA PORTAL CAREFULLY AND UPLOAD ALL NECESSARY DOCUMENTS (AS INDICATED ABOVE) DULY SCANNED.**
- 2. PRICE PROPOSAL IN THE FORMAT AS PROVIDED IN SCHEDULE 7, ON COMPANY'S LETTER HEAD WITH ALL RELEVANT CONFIRMATION AND ATTACHMENTS AS REQUIRED IN THIS RFP, DULY SIGNED AND STAMPED. DO FILL UP APPLICABLE FORM/TEMPLATE IN ARIBA PORTAL CAREFULLY AND UPLOAD ALL NECESSARY DOCUMENTS (AS INDICATED ABOVE) DULY SCANNED**

NOTE: A. Minimum Wages for Shops & Establishment in Andhra with respect to Zone II are applicable for GVIAL. The latest Andhra Pradesh Minimum Wages CPI Notification is to be referred in this context.

- B. Bids submitted by any means (e.g. direct email, physical copies by post/hand etc.) other than as prescribed above, will not be considered for evaluation.**

SECTION I

A. INSTRUCTIONS TO INTERESTED PARTY(IES)

GVIAL have entered into a concession agreement (“Concession Agreement”) on June 12, 2020 with Andhra Pradesh Airports Development Corporation Limited (APADCL/ Authority) a corporation incorporated and wholly owned by Government of Andhra Pradesh, pursuant to which GVIAL has been awarded an exclusive concession by the Government of Andhra Pradesh for development of a greenfield international airport at Bhogapuram in the State of Andhra Pradesh (“Airport”) being developed by GVIAL on a design, build, finance, operate, maintain and transfer basis (“DBFOT”) through Public Private Partnership (“PPP”). The development of airport is envisaged in around 2203 Acres. Initially the Airport will cater up to 6 million passengers per annum in Phase I of the project and subsequently will be scaled up in a phased manner based on the passenger traffic growth, catering more than 40 million passengers per annum capacity in the ultimate Phase. The airport provides world-class facilities and infrastructure, in accordance with ICAO standards and best practices.

Jurisdiction - courts of Visakhapatnam, Andhra Pradesh

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

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

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

GVIAL hereby invites applications from Interested Party(ies) to submit the Proposals for **Hiring of Agency for providing support manpower for CISF Unit at ASRI Airport, Bhogapuram for a period of 3 years**, on the terms and conditions contained in this RFP.

“**Proposal**” shall mean an unconditional, valid, and binding offer comprising of Technical Proposal, Financial Proposal, Bid Security and other documents as required under this RFP, submitted by the Interested Party(ies) in response to and on the terms and conditions of this RFP.

1. The Proposal shall be unconditional, firm and valid for a period of 90 (Ninety) days from the due date of submission (“**Proposal Validity Period**”). Any Proposal which has validity lower than Proposal Validity Period shall be rejected by GVIAL as being nonresponsive. However, GVIAL may request the Interested Party(ies) to extend the Proposal beyond the Proposal Validity Period by written notice to the Interested Party(ies).

Earnest Money Deposit (EMD)/**Bid Security: NOT APPLICABLE**

The Interested Party(ies) shall submit an EMD/Bid Security by way of demand draft or banker’s cheque or online transfer (RTGS/NEFT) or Bank Guarantee issued (attached as Annexure-II) for an amount of _____ in the format detailed in Annexure - II. Without the Earnest Money Deposit/Bid Deposit, the Bids/Quotations will not be accepted.

Please find our bank details as below for online transfer of EMD/tender security:

A/C Name : GMR Visakhapatnam International Airport Ltd
 A/C No : 60468750578
 IFSC Code : MAHB0002083
 Bank Name : Bank of Maharashtra
 Branch : Corporate Finance Branch, Mumbai North.

The entire EMD/Bid Security shall be forfeited in the following cases:

- (i) If the Bidder withdraws its Proposal at any stage of bidding process; and
- (ii) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.

The EMD/Bid Security paid by the successful bidder shall be returned after submission of Performance Bank Guarantee as per the terms of the “Agreement to be executed between GVIAL and the successful bidder.

2. The EMD/Bid Security of the unsuccessful bidders shall be returned within Thirty (30) days from the date of LOA/Order issued to the successful bidder. The Interested Party(ies) are advised to visit the Service Area(s) and its surroundings and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the Proposal, for undertaking the Services at the Service Area, and for entering into the Service Agreement for undertaking the Services. The site inspection shall be carried out as per the timeline identified in this RFP, subject to the security clearances.

“**Service Area(s)**” shall mean the excel sheet shared along with the RFP to the Interested party(ies) with the file name Contract Sum – Schedule 7.

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

Tender Officer:

Ms. Beena Patwal, Procurements & Contracts
 9971992474, Beena.patwal@gmrgroup.in

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

Date of issuance of Request for Proposal	:	05-09-2026
Last date to download RFP from GVIAL website		09-09-2026
Last date of sharing Ariba Credential by GVIAL to parties who have downloaded the RFP from GVIAL website	:	10-09-2026
Last date for Proposal/Bid submission Date	:	11-09-2026

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

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IMPORTANT TERMS OF THE SERVICE AGREEMENT

1. SCOPE OF SERVICES

The Services that are required to be provided by the Successful Bidder/Service Provider at the Service Area shall be in accordance to Schedule-2.

2. APPLICABLE LAWS AND SERVICE LEVEL STANDARDS

- 2.1 The Service Provider is required to coordinate with all the concerned stakeholders, in relation to rendering the Services and to perform at the Service Area as per Service Level Standards (as provided in the Service Agreement), Good Industry Practice (as defined in the Service Agreement) and as per the directions of GVIAL issued in this regard from time to time. The Service Agreement shall be on principal-to-principal basis. The Service Provider shall provide the Services at the Service Area and shall comply all times with all Applicable Laws (*as defined in the Service Agreement*), all applicable labor laws for execution of the Services and deployment of the personnel for the same. Any failure to do the same shall make the Service Provider liable to GVIAL for the consequences under law and the Service Agreement including the indemnity in terms of the Service Agreement. The Service Provider shall, at its own cost and expense and at all times obtain and maintain all Approvals (*as defined in the Service Agreement*) from various Government Authorities (*as defined in the Service Agreement*), s and security clearance as may be required for provisioning of the Services. It shall be the responsibility of the Service Provider to be abreast with the, international standards of services and Good Industry Practice for rendering the Services at the Airport.

3. PAYMENTS UNDER THE SERVICE AGREEMENT

3.1 Contract Sum

The Service Provider shall be paid the Contract Sum in Indian Rupees as quoted by the Successful Bidder in the format provided in the Schedule-7. The unit rate and Contract Sum as quoted by the Successful Bidder as per the format provided in the Schedule-7 shall remain fixed throughout the Term of the Service Agreement and shall not be subject to any escalation except the increase in the minimum wages of those governed by minimum wages from time to time. The bidder may quote year on year hike only for other categories which are not covered by minimum wages as well as the components of charges not covered by Minimum Wages in respect of those covered by MW. GVIAL shall make the payment of the Contract Sum to the Service Provider in accordance with the Service Agreement on monthly basis.

3.2 Performance Guarantee (PBG)

The Successful Bidder shall be required to provide an unconditional and irrevocable performance bank guarantee in the format as provided in the Service Agreement from a scheduled Indian bank for a value equivalent to 10 % of the yearly Contract Sum for the due compliance with the obligations under the Service Agreement, which shall be valid for a period of three months beyond the contract period and shall be renewed YOY basis.

The said Performance Bank Guarantee shall be provided by the Successful Bidder within a period of 30 days from the date of Letter of Award (“LOA”).

3.2 Taxes

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

4. CONTRACT TERM

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

5. CONDITION PRECEDENT FOR EXECUTION OF THE SERVICE AGREEMENT

- 5.1 The personnel shall be on the regular payroll of the designated agency rather than the contractual outsourced employee.

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

C. TERMS AND CONDITIONS FOR THE SUBMISSION OF PROPOSAL

1.	Interested Party(ies)	1.1	The Interested Party(ies) shall provide the required information in the prescribed forms. The Interested Party(ies) must ensure that the Proposal submitted is complete, as per the terms of this RFP. GVIAL has designed the formats for provision of the information by the Interested Party(ies), relevant for the bid evaluation process. Therefore, the Interested Party(ies) are advised/ required to provide information in the enclosed formats to aid the process of evaluation.
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2. Amendment of Request for Proposal	2.1	GVIAL may, for any reason, whether on its own or response to a clarification sought by the Interested Party(ies), modify this RFP, including but not limited to the timelines specified therein, by issuing an Addendum. "Addendum" shall mean any written amendment to this RFP, if any, time to time issued by GVIAL. In case the Addendum is issued prior to the Bid Submission Date, the Interested Party(ies), shall have the option to resubmit the Proposal within the time permitted by GVIAL in writing. In case the Addendum is issued after the Bid Submission Date, Interested Party(ies), shall be required to submit additional information in respect of the Proposal (if any), within the time and manner prescribed by GVIAL in writing. On resubmission of the revised Proposal by the Interested Party(ies), the original Proposal submitted by the Interested Party(ies), shall stand null and void. Alternatively, an addendum to the original Proposal with respect to any particular clause(s)/section(s) may be submitted by the Interested Party(ies) which shall be deemed to supersede such particular clause(s)/section(s) in the original Proposal. Such addendum to the original Proposal shall be clearly marked on the sealed envelope as "ADDENDUM NO. [●] TO ORIGINAL PROPOSAL", otherwise the same shall be construed as an alternative Proposal.
	2.2	In case after issuance of any Addendum, Interested Party(ies) who have already submitted their Proposal, do not resubmit their Proposals, it shall be deemed that such Interested Party(ies) do not intend to modify their Proposal on the basis of the Addendum and the Addendum has been taken into account.

3. Preparation of Proposal	3.1	The Proposal submitted by the Interested Party(ies) shall comprise the following: a. Cover Letter of the Proposal b. Qualification documents with check list of the eligibility criteria c. Tender Security d. Letter of Undertaking for Non-Disclosure e. Power of Attorney and Board Resolution f. Technical Proposal g. Price Proposal (duly filled Bill of Quantities) h. any other documents as may be required and set out in this RFP.
	3.2	Interested Party(ies) shall quote for the entire Services in the Price Proposal in the format provided in the Schedule 7, such that the total price proposal covers all its risks, obligations and liabilities set out in or to be reasonably inferred from the RFP in accordance with the requirements of the Services and Applicable Laws.
	3.3	In Price Proposal, the Interested Party(ies) shall quote all prices exclusive of taxes and duties along with the detailed breakup of the same.
		“Technical Proposal” shall mean the unconditional, and binding technical proposal, which shall be submitted by the Interested Part(ies) as part of the Proposal in accordance with this RFP. “Price Proposal” shall mean the unconditional, and binding price proposal, which shall be submitted by the Interested Part(ies) as a part of the Proposal in accordance with the provisions of this RFP.
4. Form of Proposal and Other Documents Comprising the Proposal		The Interested Party(ies) shall submit the Proposal in the form attached to this RFP as Schedule 3 along with a Letter of Undertaking for Non-Disclosure as annexed with this RFP in Schedule 4. The Interested Party(ies) shall along with the Proposal submit a valid power of attorney in the form set out in Schedule 5 or a valid resolution of the Board of Directors of the Interested Party(ies) or other valid authorization, authorizing the signatory of the Proposal to commit the Interested Party(ies). The Interested Party(ies) shall also submit the Tender Security as set out in the Schedule-6. The Interested Party(ies) shall also give a confirmation of the Service Agreement as set out in the Annexure-I of this RFP.

5. Format and Signing of Proposal	5.1	The Proposal shall be typed and signed by a person or persons duly authorized to sign on behalf of the Interested Party(ies). All pages of the Proposal shall be initialed by the person or persons signing the Proposal. The original Proposal shall be scanned clearly and uploaded in the Ariba portal.
6. Eligibility Criteria	6.1	Proposal may be submitted by the Interested Party(ies) to undertake the Services, provided that the Interested Party(ies) meets the Basic Eligibility Criteria (<i>as specified in the Part A of Schedule I</i>) and the Specific Eligibility Criteria (Technical and Financial Eligibility Criteria) (<i>as specified in the Part B of the Schedule I</i>) (collectively referred to as “ Eligibility Criteria ”) as specified in Schedule–I of this RFP.
	6.2	. Conflict of Interest: A Bidder shall not have a conflict of interest that affects the tender process. Any Interested Party(ies) found to have a conflict of interest shall be disqualified. Without limiting the generality of the above, the Interested Party(ies) shall be considered to have a conflict of interest that affects the tender process, if: a. such Interested Party(ies) and any other Interested Party(ies) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Interested Party in the other Interested Party is less than 1% (One percent) of its paid up capital; or

	6.3	b. an affiliate of such Interested Party(ies) is also an affiliate of another Interested Party(ies); or c. such Interested Party(ies) receives or has received any direct or indirect subsidy from any other Interested Party(ies), or has provided any such subsidy to any other Interested Party(ies); or d. such Interested Party(ies) has the same legal representative for purposes of this RFP as any other Interested Party(ies); or e. such Interested Party(ies) has a relationship with another Interested Party(ies), directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Interested Party(ies)
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	Disqualifications Without prejudice to and without limiting GVIAL's right to disqualify any Interested Party as otherwise provided in this RFP, GVIAL shall have the right, in its sole discretion, to disqualify any Interested Party and reject its Proposal including but not limited to any one or more of the following grounds: (a) the Proposal is not accompanied by documents and annexures required to be submitted in accordance with this RFP; (b) the Price Proposal and/or Technical Proposal is/are not in the prescribed manner/form such as not submitted in entirety; (c) the Interested Party does not comply with any of the criteria including but not limited to the Basic Eligibility Criteria, Technical Eligibility Criteria and the Financial Eligibility Criteria; (d) there is any Conflict of Interest; (e) the Interested Party is not in substantial compliance with the requirements of this RFP; (f) where the Interested Party, for any reason, been debarred by AAI/GVIAL from participating in any tender process; (g) In the last 5 (Five) years, the Interested Party: (i) has failed to perform its obligations under any contract with any entity including GVIAL/ AAI; or (ii) has willfully defaulted its payment obligations or breached the material terms of the contract with any entity including GVIAL/ AAI; or (iii) has committed any fraud, deceit or misrepresentation in relation to contract with any entity; or (iv) has been expelled from any project or contract by any entity including GVIAL/ AAI; or (v) has rescinded or abandoned contract with any entity including GVIAL/ AAI; (h) if the Interested Party does not agree to the extension of the Proposal Validity Period by GVIAL; (i) if the Proposal is not signed, sealed and marked as stipulated in this RFP or does not contain all the information as requested in this RFP or in the form as specified in this RFP; (j) any Proposal, in respect of which Tender Security is not submitted;
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		(k) if the Interested Party submits incorrect/ inaccurate/ misleading information or conceals/ suppresses any information or makes any false representation, whether knowingly or unknowingly; (l) where the Interested Party seeks to modify the Proposal after Tender Submission Date without the consent of GVIAL; (m) any Proposal that may be received after the Bid Submission Date; (n) influence GVIAL with respect to the Eligibility Criteria and tender process or attempts to influence or induce GVIAL with respect to the selection process; (o) where the Interested Party has in the past, been in breach of, or has defaulted in, its obligations pertaining to any contract or arrangement with GVIAL or any Affiliate of GVIAL or industry association (if any) to which it is affiliated to; (p) where the Interested Party does not submit Proposal for the entire scope of the Services or submits a conditional Proposal; (q) the Interested Party has been declared as a defaulter by any Governmental Authority or has been debarred by any Governmental Authority from making the Proposal; (r) there are pending, active, or previous legal action by/against the Interested Party that may prevent its participation in the tender process or it from fulfilling its obligations as specified in this RFP and the Services Agreement or prevent it from execution of the Service Agreement and any other forms and deeds as required; (s) where any winding up petition whether voluntary or otherwise, if applicable, has been filed in the jurisdictional High Court/forum of appropriate jurisdiction by or against the Interested Party; or (t) where any Interested Party submits more than one (1) Proposal directly or indirectly.
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		Corrupt Practices The Interested Party has not and shall not engage in corrupt or fraudulent practices in competing under this RFP. The Interested Party shall not have any commercial mutual benefits with other Interested Party(ies) submitting the Proposal on the date of submission of the Proposal. Collusive Bidding Interested Party, the respective members/ shareholders/ officers, employees, agents and advisers of each of these entities shall not engage in collusive bidding, anti- competitive conduct or any other similar conduct, in any form or manner, with any other person in relation to the preparation or lodgment of Proposal or otherwise in any aspect of the Services. Any such collusive bidding shall render the Proposal liable to be rejected on this ground alone. 7.1 The Tender Officer will examine the Proposal to determine whether they are complete, whether the documents have been properly signed, whether all the basic qualification, technical qualification and financial qualification are met, whether the Proposal are substantially compliant to the requirements of the RFP; and whether the Interested Party(ies) have provided any clarification and/or substantiation that the Tender Officer may have required. Process of evaluation of Proposals shall be confidential. To assist in the examination, evaluation and comparison of proposals, the Tender Officer may at its discretion, request any Interested Party for clarification of its Proposal. The Tender evaluation committee shall evaluate the Proposals received and select the most advantageous Proposal taking into account the technical and price details submitted by the Interested Party(ies). GVIAL is not bound to award the contract to the party offering lowest price proposal.
8.		GVIAL, at its discretion, may award the contract to the Interested Party(ies) whose Proposal has been determined to be conforming and who have offered the most advantageous Proposal to GVIAL.

SECTION-II

SCHEDULE –I

ELIGIBILITY CRITERIA AND DOCUMENT LIST

PART–A

BASIC ELIGIBILITY CRITERIA

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

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

PART–B

**TECHNICAL AND FINANCIAL (SPECIFIC ELIGIBILITY) ELIGIBILITY CRITERIA AND
DOCUMENT LIST**

(a) Experience: -

1. Bidder should have experience in housekeeping services at Airports or Seaports or Railway Stations or Metro Stations or Defense Establishments or major companies in India.
2. Deployment of minimum 20 personnel in a single contract at any Airport, sea port, Railway station, Metro station or defense establishment or major company in India during last 5 years' period for a period of at least one year. Airport experience will be preferred.
3. **Minimum Turnover: - 10 Cr**

- (b) Client Details:** The bidder should provide the list of clients along with their contact numbers and also successful completion certificates.

Other requirements:

(a) Office Set-up: To be able to provide quality and responsive service, the company must have an office set-up in Bhogapuram/Visakhapatnam and with all the modern-day infrastructure including but not limited to computer, fax, telephone etc.

PF/EPF and ESI: - No facility management/housekeeping agency is exempted from PF/EPF. It is mandatory for all agencies to submit complete nominal rolls of all their employees with their respective PF codes within 45 days of the award of contract. All employees are to be covered under the ESI scheme. As per Govt directives any agency engaged in the profession of employing manpower of 20 or more is required to be covered under the Act of PF and 10 or more for ESI under the Central Labour Act. It is pertinent to mention that as per existing Govt orders, the proof of deposit of Employer's contribution should be sent to the concerned Principal Employer regularly. EPF and ESI should be deposited in respect of all guards regularly and they should be issued with EPF and ESI cards, so that they can check their account whenever they wish to and also avail ESI facilities for themselves and their family members. As per the existing regulations, coverage under ESI is not applicable in respect of all those employees drawing a salary of Rs.21000/- (Basic plus DA). Hence, GVIAL shall not pay any amount towards ESI charges in respect of all such employees whose salary is more than Rs.21000/- or exceeds the said amount at any point of time during the contract period.

(b) GST: - Shall be levied As per the latest regulations

(c) Gratuity/Terminal benefits: - It will be the liability of the agency to pay minimum gratuity/terminal benefits to its employees as per the existing rates.

- (d) **Bonus:** - It shall be mandatory on the part of the agency to pay bonus to all the staff engaged by it as per the Bonus Act, on a monthly/yearly basis. As per the existing regulations, bonus is not payable in respect of the employees whose salary is more than Rs.21000/-. Hence, GVIAL will not pay any bonus in respect of all such employees whose salary is more than Rs.21000/- or exceeds the said amount at any point of time during the contract period.
- (e) **Leaves:** It is mandatory to consider leaves and National holidays as per Andhra Pradesh Gov (Shops and Establishment under Zone II.
- (f) **Uniform:** - The agency is to ensure that uniform and kit are issued, and the staff are smartly turned out at all times.

V. **Details of the past experience to be provided in the following format.**

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

PART-C

ELIGIBILITY CRITERIA AND DOCUMENT

LIST QUALIFICATION DOCUMENTS

(LIST OF SUPPORTING DOCUMENTS TO BE SUBMITTED)

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

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

SCHEDULE- 2

SCOPE OF SERVICE AND GUIDELINES

SCOPE OF WORK (SOW)

Providing Cooks (07 Nos.), Sweepers (05 Nos.) and Barber (01 No.) for CISF Unit at Alluri Sitarama Raju International Airport (ASRIA), Bhogapuram.

1. Objective

The objective of this contract is to provide qualified and experienced follower staff/tradesmen comprising Cooks, Sweepers, and Barber to support the operational, housekeeping, sanitation, catering, and welfare requirements of the Central Industrial Security Force (CISF) unit deployed at Alluri Sitarama Raju International Airport (ASRIA), Bhogapuram. The engagement shall be in accordance with CISF requirements.

2. Manpower Requirement

Sl. No.	Category	Quantity
A.	Cook	07 Nos.
B.	Sweeper	05 Nos.
C.	Barber	01 No.

3. Scope of Services

A. Cooks (07 Nos.)

The deployed cooks shall:

- Prepare breakfast, lunch, dinner, tea, snacks, and refreshments for CISF personnel.
- Maintain cleanliness and hygiene of kitchen, mess, dining hall, utensils, and food preparation areas.
- Ensure safe storage, handling, and preparation of food in compliance with applicable health and hygiene standards.
- Operate and maintain kitchen equipment and report any defects.
- Assist in stock management and proper utilization of food materials.
- Support catering requirements during inspections, exercises, training programmes, and VIP visits.
- Perform duties assigned by the designated CISF authority.

B. Sweepers (05 Nos.)

The deployed sweepers shall:

- Carry out housekeeping and sanitation activities in CISF barracks, offices, dining facilities, recreation rooms, toilets, washrooms, corridors, staircases, and common areas.
- Collect, segregate, and dispose of waste as per prevailing environmental and airport guidelines.
- Ensure continuous upkeep of hygiene and cleanliness standards in CISF facilities.
- Clean surrounding external areas attached to CISF premises.
- Attend emergency cleaning requirements as directed by CISF authorities.
- Maintain records of cleaning materials and report shortages.

C. Barber (01 No.)

The deployed barber shall:

- Provide haircutting, shaving, trimming, and grooming services to CISF personnel.
- Maintain cleanliness and sanitation of the barber shop and associated facilities.
- Sterilize and disinfect all tools and equipment after use.
- Maintain grooming equipment in serviceable condition.
- Perform related duties assigned by the designated CISF authority.

4. Deployment and Working Hours

- Services shall be provided on all days, including weekends and public holidays.
- Personnel shall be deployed as per duty rosters approved by CISF.
- The Contractor shall arrange suitable relievers during weekly offs, leave, absenteeism, sickness, or emergencies without additional financial implication to GVIAL.
- The Contractor shall ensure uninterrupted services throughout the contract period.

5. Eligibility and Qualification Requirements

Cook

- Minimum 10th Pass.
- Experience in institutional kitchens, hotels, industrial canteens, defence establishments, CAPFs, or similar organizations.
- Knowledge of hygiene and food safety practices.

Sweeper

- Physically fit and capable of performing housekeeping duties.
- Experience in housekeeping and sanitation work preferred.

Barber

- Minimum two year experience in barbering or grooming services.
- Knowledge of hygiene and sanitization procedures.

6. Contractor's Obligations

The Contractor shall:

- Provide medically fit personnel with satisfactory antecedent verification.
- Ensure police verification of all deployed personnel before deployment.
- Facilitate issue of Airport Entry Permits (AEPs) and ensure compliance with all security requirements.
- Provide uniforms, identity cards, personal protective equipment, and all statutory benefits.
- Comply with all applicable labour laws including Minimum Wages Act, EPF, ESI, Bonus, Gratuity, and other statutory provisions.
- Replace any unsuitable, absent, indisciplined, or underperforming personnel within 24 hours of intimation by GVIAL/CISF.
- Ensure that all personnel maintain discipline, professional conduct, and confidentiality while on duty.

7. Performance Standards

- Services shall be rendered professionally, efficiently, and courteously.
- High standards of hygiene, cleanliness, discipline, and grooming shall be maintained at all times.
- CISF/GVIAL may conduct periodic inspections and performance reviews.
- The Contractor shall immediately rectify any deficiencies identified during inspections.

8. Reporting and Supervision

- The deployed personnel shall work under the administrative and functional control of the designated CISF authority.
- Day-to-day deployment, attendance verification, and work allocation shall be monitored by CISF.
- The Contractor shall nominate a supervisor/coordinator as a single point of contact for all contractual matters.

9. Contract Period

The contract shall remain valid for a period of 3 years from the date of commencement and may be extended based upon satisfactory performance, operational requirements, and mutual agreement.

10. Penalty for Non-Performance

10.1 Manpower Shortfall

- In case of absence of deployed manpower without suitable replacement, an amount equivalent to double the daily wage rate of the absent worker shall be deducted for each day of absence.
- If the shortfall continues beyond 48 hours, an additional penalty of Rs. 1,000 per person per day shall be imposed until replacement is provided.

10.2 Service Deficiency

- Rs. 2,000 per instance for the first occurrence of unsatisfactory service.
- Rs. 5,000 per instance for repeated violations of the same nature.

10.3 Failure to Provide Replacement

- Replacement of absent, unsuitable, or removed personnel shall be provided within 24 hours.
- Failure to provide replacement shall attract a penalty of Rs. 2,000 per day per position.

10.4 Statutory Non-Compliance

- Failure to comply with labour laws, EPF, ESI, police verification requirements, minimum wage provisions, or other statutory obligations shall attract a penalty of Rs. 10,000 per violation in addition to statutory recoveries.

10.5 Security Violations

- Any security breach, misconduct, unauthorized access, misuse of AEP, or violation of airport security regulations shall result in:
 - Immediate removal of the concerned individual;
 - Penalty of Rs. 25,000 per incident; and
 - Recovery of consequential losses, if any.

10.6 Poor Performance

- Where overall service performance is found unsatisfactory and deficiencies are not rectified within the stipulated time, GVIAL may impose a penalty of up to 5% of the monthly contract value.

10.7 Risk and Cost

- In the event of persistent non-performance, GVIAL may engage alternate manpower at the risk and cost of the Contractor and recover additional expenditure from pending bills, security deposit, or any other dues.

11. Dispute Resolution on Penalties

- Any penalty imposed shall be communicated to the Contractor in writing.
- The Contractor may submit its representation within seven (07) days from receipt of the communication.
- GVIAL, in consultation with CISF wherever necessary, shall review the representation and communicate its decision.
- Pending resolution, GVIAL may withhold the disputed amount from the Contractor's bills.
- No penalty shall be levied without providing a reasonable opportunity to explain, except in cases involving security breaches, misconduct, or incidents adversely affecting airport security or operations.
- Any unresolved dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 and its amendments.

- The venue of arbitration shall be Visakhapatnam, Andhra Pradesh, and proceedings shall be conducted in English.
- The Contractor shall continue providing services during the pendency of any dispute.

12. Contract Termination

12.1 Termination for Default

GVIAL may terminate the contract with 30 days' written notice for:

- Persistent manpower shortages.
- Repeated service deficiencies.
- Failure to replace unsuitable personnel.
- Violation of airport security requirements.
- Submission of false documents or information.
- Non-compliance with statutory requirements.
- Unauthorized subcontracting.
- Insolvency or liquidation of the Contractor.
- Repeated penalties imposed on three or more occasions within any six-month period.

12.2 Immediate Termination

GVIAL may terminate the contract forthwith without notice in cases involving:

- Airport security breaches.
- Criminal misconduct by deployed personnel.
- Misuse of Airport Entry Permits.
- Serious safety violations.
- Acts detrimental to airport operations or national security.

12.3 Termination for Convenience

GVIAL may terminate the contract without assigning any reason by giving 30 days' written notice. Payment shall be limited to services satisfactorily rendered up to the date of termination.

12.4 Obligations Upon Termination

Upon termination, the Contractor shall:

- Withdraw personnel as directed.
- Return AEPs, identity cards, records, keys, and airport assets.
- Clear all statutory dues and employee payments.
- Ensure smooth handover to GVIAL or its nominated agency.

12.5 Risk and Cost

In the event of termination due to Contractor default, GVIAL reserves the right to procure services from alternate sources at the risk and cost of the Contractor and recover all associated expenses.

12.6 No Claim for Compensation

The Contractor shall not be entitled to claim compensation, damages, loss of profit, or any consequential loss arising out of termination of the contract in accordance with the provisions herein.

13. Jurisdiction

The contract shall be governed by the laws of India. Subject to the arbitration provisions above, courts having jurisdiction over Vizianagaram, Andhra Pradesh shall have exclusive jurisdiction over matters arising out of this contract.

End of Scope of Work.

SCHEDULE-3 FORM OF PROPOSAL

[On the Interested Party's Letterhead]

(date)

GMR Vishakhapatnam International Airport
Limited,

Re: Proposal for " **Hiring of Agency for providing support manpower for CISF Unit at ASRI Airport, Bhogapuram for a period of 3 years.**"

Dear Sir,

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

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

3. We undertake:
 - 3.1 to keep this Proposal open for acceptance without unilaterally varying or amending its terms for the period stated in the Request for Proposal.
 - 3.2 that if this Proposal is accepted, we shall provide in such numbers and in such form as may be stipulated in the indicative draft Service Agreement such Performance guarantees, undertakings and warranties.
 - 3.3 to continue to maintain the Bid Security as stipulated in the Request for Proposal.
4. We understand that you are not bound to accept the lowest or any Proposal you may receive.

5. This Proposal shall be governed by and construed in all respects according to the applicable laws being in force in India. The courts at Andhra Pradesh will have exclusive jurisdiction in this matter.

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

SCHEDULE-4

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

GMR Vishakhapatnam International Airport Limited,
Second floor, 10-1-43, Flat no:202, SIRIPURAM FORT, CBM Compound,
Siripuram, Visakhapatnam – 530 003, Andhra Pradesh, India

Tel.

Re:" Hiring of Agency for providing support manpower for CISF Unit at ASRI Airport, Bhogapuram for a period of 3 years."

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

1. **"Confidential Information"** means the RFP and everything contained therein, all documentation, data, particulars of the Services and technical or commercial information made by (or on behalf of) GVIAL or obtained directly or indirectly from GVIAL or its representatives by the undersigned Interested Party or which is generated by the undersigned Interested Party or any information or data that the undersigned Interested Party receives or has access to, as a result of the RFP, as being confidential information of GVIAL, provided that such term does not include information that (a) was publicly known or otherwise known to undersigned Interested Party prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by undersigned Interested Party or any person acting on its behalf.
2. The undersigned Interested Party shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by the undersigned Interested Party in good faith to protect confidential information of third parties delivered to it, provided that the undersigned Interested Party may deliver or disclose Confidential Information to its authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking,
3. The undersigned Interested Party shall not at any time whatsoever:
 - (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the GVIAL to any third party.
 - (ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
4. In case the Proposal of the undersigned Interested Party is not accepted and immediately upon the acceptance of the Proposal of any of the other Interested Party, the undersigned Interested Party, shall:
 - (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - (ii) Destroy all copies of Confidential Information in its possession, power or control, which

are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

5. **Use:** The undersigned Interested Party shall:
 - (a) use the Confidential Information only to the extent necessary to submit the Proposal;
 - (b) preserve the secrecy of the Confidential Information;
 - (c) not disclose the Confidential Information to any employee except to those having a need to know the same for the purpose of preparation and submission of the Proposal and shall be responsible and obligated for its employees' compliance with this Undertaking;
 - (d) not disclose the Confidential Information to any third party or if such disclosure is required pursuant to a valid court order provided that the undersigned Interested Party shall give GVIAL reasonable prior written notice of such disclosure and, where required, assist GVIAL to resist such order;
 - (e) immediately notify GVIAL in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information; and
 - (f) return to GVIAL all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other documents or materials derived there from, whether prepared by the undersigned Interested Party or not) upon receipt of the written request of GVIAL along with certification of such destruction.

6. **Ownership:** The Confidential Information is the property of GVIAL and/or its associates. Nothing in this Undertaking shall be construed as granting to the undersigned Interested Party or any other person, any property rights, by license or otherwise any right, to any Confidential Information disclosed pursuant to this Undertaking, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The undersigned Interested Party shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

7. **Remedies:** The undersigned Interested Party agrees that any breach or a threatened breach by the Interested Party of its undertakings and obligations under this Undertaking will cause irreparable injury to GVIAL and monetary damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to any remedies that may be available, under Applicable Law, in equity or otherwise, GVIAL shall be entitled to seek temporary and permanent injunctive relief against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Undertaking.

8. **Duration:** The undersigned Interested Party's obligations under this Undertaking shall be continuous and shall not lapse.

9. The undersigned Interested Party shall certify to GVIAL that it has returned or destroyed such Confidential Information to the GVIAL within two (2) days of such a request being made by GVIAL .

Name of Interested Party's

Signature of Authorized Representative

SCHEDULE 5
FORM OF POWER OF ATTORNEY

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

[Name of Authorised
Signatory] [Address]

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

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

IN WITNESS WHEREOF, I have here unto set my hands, on this [please insert day] day of [please insert month], 2023.

By: _____

Name:

Designation:

Address:

Notary Public

SCHEDULE 6**FORMAT OF EMD BANK GUARANTEE**

GMR Visakhapatnam International Airport Limited,
 Second floor, 10-1-43, Flat no:202, SIRIPURAM FORT, CBM Compound,
 Siripuram, Visakhapatnam – 530 003, Andhra Pradesh, India.

WHEREAS

- (A) In consideration of an Agreement dated _____ for _____ (hereinafter referred to as the "**Agreement**") between GMR Visakhapatnam International Airport Ltd (hereinafter referred to as "**GVIAL**" which expression shall include its successors and permitted assigns) and _____, a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the "**Constituent** ", which expression shall include its successors and permitted assigns).
- (B) The Constituent has agreed to provide a EMD Bank Guarantee for an amount of Rs _____/- (Rupees _____ only) simultaneous with the execution of the Agreement as security deposit for due performance and observance of its obligations in the Agreement therein.
- (C) Pursuant to the Agreement, the Constituent is hereby providing this EMD Bank Guarantee (hereinafter referred to as the "**Guarantee**") in the manner hereinafter appearing.

In consideration of GVIAL accepting our obligations herein contained in discharge of the Constituent's obligation to provide such Guarantee we, the _____ Bank having our office at _____ (hereinafter referred to as "**Guarantor**" or "**Bank**" which expression shall include its successor and permitted assigns), hereby irrevocably and unconditionally agree to make payment to GVIAL of any amount up to or equal to the amount aforesaid mentioned and accordingly covenant with GVIAL and agree as follows:

1. Upon receipt by us of a first written demand or demands from GVIAL (a "Demand" or "Demands"), complying with the provisions of paragraphs 2, 3 and 4 of this EMD Bank Guarantee from time to time or at any time (subject always to the provisions of paragraph 6 below) we shall, without further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry on you or the Constituent, pay GVIAL forthwith and in full without any deductions or set-offs or counterclaim whatsoever the sum claimed by GVIAL in such Demand, or such lesser sum which in aggregate with all sums previously paid hereunder shall not exceed an amount equivalent to the EMD Bank Guarantee Amount (as hereinafter defined). Subject to the terms of this Guarantee, GVIAL shall not be obliged to exercise any other right or remedy which it may have before making a Demand under this EMD Bank Guarantee.
2. The value of this EMD Bank Guarantee Amount shall be from the date hereof an amount equivalent to -
NOT APPLICABLE
3. GVIAL may make an unlimited number of Demands under this EMD Bank Guarantee provided that the aggregate of all sums paid under paragraph 1 shall not exceed the amount specified above.

4. We shall make payment hereunder against receipt of a Demand made in accordance with paragraphs 1, 2 and 3 above without further proof or document and notwithstanding any dispute by the Constituent and such a Demand will be conclusive evidence, subject always to the provisions of paragraph 6 below, of our liability to pay GVIAL and of the amount or amounts which we are liable to pay to GVIAL.
5. Our obligations hereunder in respect of the sum or sums claimed under this EMD Bank Guarantee are primary, independent and absolute and not by way of surety only and we shall not be entitled as against GVIAL to delay payment on any ground.
6. This EMD Bank Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and subject to paragraph 6.2 below shall remain in force and effect until in accordance with the Agreement (the "**Expiry Date**") provided that if the date when we have paid GVIAL a sum which equals (or sums which in aggregate total) the Bank Guarantee Amount pursuant to the written Demand or Demands under paragraph 1 ("**Full Payment**") occurs earlier than the Expiry Date, this Bank Guarantee shall cease to have force and effect from the date on which Full Payment occurs.
- 6.1 If before the Expiry Date the Agreement has been terminated our obligations hereunder (unless Full Payment has already occurred) shall continue until the earliest of:
 - (a) the date on which you notify us in writing that you have no further entitlement under this Guarantee; or
 - (b) Full Payment occurs.
7. Any waivers, extensions of time or other forbearance given or variations required under the Agreement or any invalidity, unenforceability or illegality of the whole or any part of the Agreement or rights, of any party thereto, or amendment or other modification of the Agreement, or any other fact, circumstance, provision of statute or law which might, were our liability to be secondary and not primary, entitle us to be released in whole or in part from our undertaking, shall not in any way release us from our obligations under this Guarantee.
8. Subject to paragraph 6, we shall not be in any way released or discharged from any liability hereunder by the termination of the Agreement or the dissolution, reorganisation, of the Constituent (including any appointment of a receiver, administrator, administrative receiver or supervisor of the Constituent or any of its assets) nor any dispute or disagreement whatsoever under the Agreement between GVIAL and the Constituent or any other person, or any disclaimer of the Agreement by the Constituent or any liquidator or any other person and the obligations of us hereunder shall be continuing and shall remain in full force and effect. We shall indemnify you immediately on demand against any cost, loss or liability suffered by GVIAL as a result of our obligation to pay in accordance with paragraph 1 above being or becoming unenforceable, invalid or contrary to the laws of India (except in the case of a fraudulent demand).
9. Each Demand or other notice given hereunder by GVIAL shall be executed by its authorised representative. For the purposes of this EMD Bank Guarantee, GVIAL's authorised representatives shall include its directors, CEO, CFO and such other persons as may be designated as its authorised representatives, in the case of any assignee of yours permitted pursuant to paragraph 12, such persons as may be designated as authorised representatives of such assignee in the notice of such assignment given pursuant to paragraph 13 as a result of which such person so became a beneficiary hereof.
10. References herein to GVIAL shall be construed so as to include any successors or permitted assigns or any such person in accordance with their respective interests. References in this Guarantee to any person shall be construed so as to include in it any subsequent successors, transferees and assigns in accordance with their respective interests.
11. Any reference in this Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be modified, amended, supplemented or novated from time to time.
12. The benefits of this Guarantee shall not be assigned by us. The benefits of this Guarantee may however be assigned in full by GVIAL to any person to whom all the benefits of the Agreement are transferred, and to its lenders. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee.

- 13 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 14 shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to:

[Bank] at

[address and fax no.]

marked for the attention of the [];

or such other address as may be notified in writing from time to time.

- 14 Any such demand, notice or communication shall be deemed to have been duly served:

(a) if delivered by hand, when left at the property address for service;

(b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5:00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of Andhra) or other than on a Business Day service shall be deemed to occur instead at 9:00 a.m. on the next following Business Day.

- 15 This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of Andhra Pradesh for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee, and for the purposes of enforcement under this Guarantee.

IN WITNESS HEREOF this Bank Guarantee has been duly executed by the Guarantor on this ____day of ____, 2026.

[Signed by)

[)

for and on behalf of)

the Guarantor)

Dated:

Witnessed by:

SCHEDULE-7

CONTRACT SUM

Please refer to the attached excel file named “contract sum – Schedule -7”

Note:

1. Rates finalized through this RFP will also be applicable for any future additional requirement of GVIAL and / or any of its subsidiaries, during the entire contract tenure.

Please provide price & wage break up in excel file named “Price & wage break up.”

Note:

1. Taxes will be charged extra, as applicable

2. Uniform includes normal uniform and Rain Coat etc.

Schedules Attached:

Schedule I- Code of Conduct

Schedule II- Locations

Schedule III- Details of manpower & service provider equipment

Schedule IV- Other Terms and Conditions

Schedule V- Service Level Standards & Safety Measures

Schedule VI- List of Services

Schedule VII- Performance Bank Guarantee

SCHEDULE I

CODE OF CONDUCT

1. Neither the Service Provider nor any of its employees shall trespass into the prohibited areas of airport premises provided the areas which are prohibited are marked with clear signs of prohibitions (for sake of clarity it is clarified that 'airport premises' shall mean the entire land of 2703 acres including all structures thereon).
2. Neither the Service Provider nor any of its employees shall be permitted to carry on any religious propaganda activities of whatsoever nature in the airport premises.
3. Neither the Service Provider nor any of its employees shall be allowed to install any religious idols or structures whether temporary or permanent in nature, within airport premises.
4. In case the Service Provider removes any of its employee from the services on disciplinary grounds, such employee shall not be permitted to be employed within the airport premises by any other Service Provider without NOC from GVIAL. The profile of such removed employee shall be shared with GVIAL within 24 hrs of such termination and these details shall be circulated by GVIAL to all other concessionaires/the Service Providers/vendors/licensees.
5. Neither the Service Provider nor its employees shall indulge in any kind of propaganda against GVIAL or GMR group companies in the airport premises.
6. Neither the Service Provider nor any of its employees shall indulge in any demonstrations, strikes or dharnas, processions, political meetings etc., in the airport premises.
7. Neither the Service Provider nor its employees shall indulge in any touting activities in the airport premises.
8. Any stoppage or disruption of services or inconvenience caused to the passengers or to the airport users for any reason attributable to the Service Provider or to any of its employees/personnel shall be dealt with seriously by GVIAL and appropriate legal action as may be deem fit by GVIAL shall be taken.
9. Any act or acts of vandalism whatsoever committed by the Service Provider or by any of its employees shall be treated as a serious offence and an appropriate action shall be taken by GVIAL.
10. The Service Provider shall alone be responsible to share this code of conduct with all its employees and shall ensure adherence in its entirety.
11. No traffic violations including speed limit violations are permitted within the airport premises.
12. Neither the Service Provider nor any of its employees shall indulge in offering or accepting bribe to or from any of the GVIAL employees. Violation of this condition shall be treated as material breach of the terms of the respective agreements and GVIAL shall terminate the same without any notice whatsoever.
13. Neither the Service Provider nor any of its employees shall misuse or abuse the property of GVIAL including any of the facilities made available or installed in the airport premises.

14. The Service Provider shall ensure that none of its employees indulge in intoxication activities within the airport premises.
15. The Service Provider shall ensure that none of its employees indulge in eve teasing, ragging and/or any other sexual harassment activities within the airport premises.
16. The Service Provider shall ensure that none of its employees indulge in any illegal activity within the airport premises.
17. The Service Provider and its employees shall adhere to all the safety and security guidelines as may be prescribed from time to time by any government agency and/or GVIAL. The Concessionaire shall alone be responsible for the damages/loss caused to GVIAL owing to the conduct/action of its employees and it shall indemnify GVIAL against all such damages/loss caused to it.
18. The Service Provider and its employees shall not indulge in any activity that may endanger the cleanliness of the airport premises.
19. The Service Provider and its employees shall not be permitted to carry or possess any weapon whatsoever within the airport premises.
20. The Service Provider and its employees shall not indulge in the airport premises in making any prank calls causing scare or fear in the airport users.

Violation of this Code of Conduct shall render the Service Provider liable for prosecution under the applicable law, besides cancellation of the Agreement.

*******SCHEDULE I Completed *******

Schedule II

LOCATIONS

Please refer to the attached excel file named “contract sum – Schedule -7”.

_____ *****Schedule II Concluded***** _____

SCHEDULE III

DETAILS OF THE MANPOWER

Details of Manpower:

1. For details manpower list, please refer to the attached excel file named “contract sum – Schedule -7”.
2. Qualification & eligibility criteria is mentioned in RFP document under schedule -2 (Scope of service & guidelines)

*****Schedule III Concluded*****

SCHEDULE - IV

OTHER TERMS AND CONDITONS

1. SERVICE PROVIDER OBLIGATIONS

1.1 Compliance with laws

- 1.1.1 The Service Provider shall provide the Services in accordance with the terms and conditions of this Agreement and in accordance with the Applicable Laws.
- 1.1.2 The Service Provider shall at all times during the subsistence of this Agreement, abide by the provisions of all Applicable Laws including but not limited to labour laws and with all rules and regulations framed there under by the Relevant Authorities from time to time during the subsistence of this Agreement.
- 1.1.3 The Service Provider shall be solely liable and responsible for the payment of salaries/wages and all statutory contributions as applicable under the Applicable Laws towards its employees deployed by it for providing Services under this Agreement. The Service Provider shall submit copies of all such licenses, permits etc., to GVIAL.
- 1.1.4 The Service Provider shall comply with all statutory guidelines that may be issued by the competent/government authorities and GVIAL as the case may be. The Service Provider shall be solely liable for any liabilities under environmental laws and shall abide by them for the provision of the Services.
- 1.1.5 The Service Provider shall obtain all requisite (operating license), permissions and approvals from competent authorities at its own cost and to apply, pay for and comply with the conditions of any license or permits, necessary for the provision of the Services and all other licenses, permits or approvals as may be required from any relevant authority under the Applicable Law. The Service Provider shall submit a copy of all the permissions and approvals with GVIAL.

1.2 Reporting Requirement

In addition to any other requirements of reporting as set out elsewhere in this Agreement, the Service Provider shall submit a monthly financial and technical report on the overall performance of the Services to GVIAL or GVIAL's Representative. The report must also include the issues and recommendations to GVIAL or GVIAL's Representative for further action. The reports to be submitted to GVIAL or GVIAL's Representative shall include the following minimum details:

- (a) Executive summary.
- (b) Implementation schedule (actual and plan for the next month).
- (c) Details of staff training.
- (d) Issues and recommendations.

Further, the Service Provider shall ensure that the police verification (wherever applicable) is conducted on the personnel proposed to be deployed for rendering the Services. A certificate provided by the police department after conducting the police verification shall be submitted to GVIAL at frequent intervals or as and when demanded by GVIAL by the Service Provider without any demur or protest.

1.3 Safety measures

The Service Provider shall carry out all of its obligations hereunder in such a manner and as detailed in **Schedule V** so as not to endanger the lives and health of its own employees, the employees of others and the public or to cause damage to property at the Airport. The Service Provider shall take all measures, in terms of the Applicable Laws, to maintain the health and safety of persons and to prevent injury to persons or damage to any property where the Services are being performed, or in the vicinity thereof, as a result of the Service Provider performing the Services.

The Service Provider shall further ensure the following:

(a) Medical Examination

All the personnel engaged in the provision of the Services shall be medically examined before their deployment and should be subject to a regular medical examination by a qualified doctor who is aware of the risks to which such person is exposed. Any person showing symptoms of deteriorating health shall be immediately examined and given proper treatment at the cost and expense of the Service Provider.

(b) Protective Clothing

All the personnel engaged in the provision of the Services if required shall be provided with its official uniform and along with protective clothing viz., gloves, boots, hoods etc., at the cost and expense of the Service Provider.

(c) First Aid Measures

At all times sufficient stocks of medicines, injections, antidotes, first aid tools and equipment shall be maintained by the Service Provider as may be required to treat cases arising from skin contamination, eye contamination, swallowing etc.

1.4 Photo identification card

The Service Provider shall ensure that the personnel deployed for providing the Services always display (i) photo identity card issued by the Service Provider; and (ii)

1.5 Performance Bank Guarantee

The Service Provider shall provide to GVIAL, on the Effective Date, an irrevocable, unconditional, first demand bank guarantee issued by a nationalized or a commercial bank having its branch in Andhra

Pradesh as per the format annexed as **Schedule VII** for an amount equivalent to ten per cent (10%) of the Service Charges payable by GVIAL per annum (amount payable for the second year) to the Service Provider and the same shall remain valid and effective and be maintained in full force until three (03) months after the expiry/early termination of this Agreement.

It is hereby agreed and acknowledged by the Service Provider that GVIAL shall be obligated to pay the Service Charges only on the submission of the aforesaid Performance Bank Guarantee. Hence, unless the bank guarantee is submitted by the Service Provider, GVIAL shall not be paying any amount towards Service Charges.

GVIAL shall have the unhindered right to invoke Performance Bank Guarantee and claim the amount thereunder in the event of the Service Provider's failure to perform any of its obligations, responsibilities or commitments under this Agreement and/or in respect of any amount due from the Service Provider to GVIAL. In the event GVIAL invokes the Performance Bank Guarantee, the Service Provider shall immediately replenish the Performance Bank Guarantee to the extent of the amount drawn thereunder such that at all times during the subsistence of this Agreement the Performance Bank Guarantee is equal to ten percent (10%) of the Service Charges payable by GVIAL per annum (amount payable for the second year) to the Service Provider.

- 1.6 Service Provider shall perform any additional services if required at such cost as may be mutually agreed between the parties in writing during the subsistence of this agreement.

However no additional cost shall be paid in respect of an instruction issued by GVIAL representative to add, modify, omit or revise the services where such addition, modification, omission, or revision required by GVIAL's representative arose through any act or omission by Service Provider in carrying out the services under this agreement.

- 1.7 In order to achieve the SLA's mentioned in schedule V, Service Provider shall make own arrangements for the engagement of all labour, local and otherwise skilled, semi-skilled, unskilled as may be required for the proper and timely performance of services and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such

arrangement shall be in accordance with the general local usage and subject to the Applicable laws. Service Provider shall be responsible for making all arrangements for the payment of its salaries, all applicable compliances, food, housing, health, safety, sanitation & transport of all the labour engaged by it in the provision of the services and GVIAL shall not be held liable for responsible in any manner whatsoever.

- 1.8 The Service Provider shall deploy additional maintenance personnel as required by the Client at the time of exigency as mutually agreed by the Service Provider and the client, and the same will be charged separately at existing contractual rates. The strength of the deployment will be changed depending on the requirements from time to time and additional personnel, if required, will be deployed with the approval of the client. The same is also applicable for reduction of strength if any, which will be mutually agreed upon.

2. GVIAL OBLIGATIONS

- 2.1 GVIAL shall permit access to the Service Provider and its personnel for providing the Services at the Location under this Agreement.

- 2.2 GVIAL shall pay the Service Charges as detailed in this Agreement.
- 2.3 GVIAL shall review, comment and approve the works completed based on weekly and monthly forecasted work schedules, daily reports and other instructions.
- 2.4 The personnel so deployed by the Service Provider will be under the direct employment, control and supervision of the Service Provider and no Employee - Employer relationship will exist or deemed to exist between Client and the personnel deployed by the Service Provider.
- 2.5 The Client will not appoint anybody under the employment of the Service Provider, within a period of six (06) months of his resignation/termination from the services of the Service Provider.

3. CARE AND PROTECTION OF THE LOCATION AND OTHER PROPERTY

The Service Provider during the subsistence of this Agreement shall be responsible for the care and protection of GVIAL property and shall be responsible to the full value thereof for all loss or damage caused thereto, from whatsoever cause whilst in the possession, care or control of the Service Provider, its employees, servants or agents.

4. QUALITY ASSURANCE PLAN

The Service Provider shall exercise all reasonable skill, care and diligence in the performance of the Services. In this respect, the Service Provider shall adhere to and comply with the Quality Assurance Plan to ensure the effective operation and performance of the Services.

The Service Provider shall be responsible for the care and protection of the location and shall further be responsible to the full value thereof for all loss or damage thereto, from whatsoever caused by the Service Provider, its employees, servants or agents.

5. GVIAL'S REPRESENTATIVE

GVIAL may notify a person as its representative (hereinafter referred to as “**GVIAL Representative**”) for the purpose of this Agreement and ensure that such person shall be authorised to act on GVIAL's behalf in all matters with respect to the provisions of the Services. The Service Provider shall accept instructions concerning the Services from GVIAL's Representative and shall communicate with GVIAL at all times through such person. Provided that the Service Provider shall use all reasonable endeavours to ensure that no such

instruction is acted upon to the extent that such an instruction appears to be in conflict or be in any way inconsistent with any prior instruction of GVIAL's Representative prior to resolution of such apparent conflict and the Service Provider shall bring such conflict or inconsistency to the attention of GVIAL before acting thereon.

6. MISCONDUCTS, NEGLIGENCE ETC.

It is hereby agreed, confirmed and undertaken by the Service Provider that it shall including but not limited to its personnel shall comply with all the norms of discipline, safety and security as prevailing at GVIAL and shall not do anything contrary to the rules, regulations and discipline of GVIAL and shall not engage in any misconduct or negligence while performing the Services. The Service Provider shall exercise due care and caution while discharging the contractual obligations under this Agreement and while providing the Services shall ensure that there are no acts of misfeasance and malfeasance. The norms established by Indian Courts in respect of misconduct, negligence, misfeasance and malfeasance shall govern this provision.

7. INSURANCES

The Service Provider shall procure and maintain during the subsistence of this Agreement at its cost and expenses the insurance as are required under the Applicable Laws or per the requirements of GVIAL and in accordance with the good industry practices to protect GVIAL from any claims which may arise out of or result from its performance of the Services or otherwise under this Agreement, whether such claim may arise due to action or omission by the Service Provider or by anyone for whose acts the Service Provider may be liable.

Further, the Service Provider shall obtain and maintain adequate professional liability insurance as well as insurance against third party liability (such as sub-service providers, consultants, advisors, specialists) and it further acknowledges that GVIAL shall have no responsibility in respect of any life, health, accident, of Service Provider personnel or workers rendering the Services.

8. BREACHES AND CONSEQUENCES

It is clearly understood by the Service Provider that it shall alone be responsible for any breach committed by its personnel in the observance of terms and conditions of this Agreement.

9. INDEMNIFICATION

The Service Provider shall protect, defend, indemnify and hold GVIAL harmless from and against:

9.1 any and all losses arising from injury to or death of third parties or damage to or loss of property of third parties arising out of acts or omissions of Service Provider in the performance by Service Provider of its obligations under this Agreement except to the extent such losses are caused by the negligence or intentional or willful misconduct of, or breach of this Agreement by GVIAL or any of its officers, directors, employees, servants or agents provided that Service Provider shall be responsible for any claim arising in respect of or in consequence of any accident or injury to any of Service Provider 's personnel or workers.

9.2 any and all losses arising from or incurred by reason of the acts or omissions of Service Provider or any of its officers, directors, employees, servants or agents in the performance of Service Provider 's obligations under this Agreement or upon any material misrepresentation, breach of obligation or covenant under this Agreement.

10.3. any and all losses arising from or incurred by reason of claims or sanctions or penalties imposed by any governmental or statutory authorities or others for any actual or asserted failure by Service Provider or any of its officers, directors, employees, servants or agents to comply with any Applicable Laws.

10.4 Any and all losses arising from or incurred by reason of any failure of Service Provider or any of its officers, directors, employees, servants or agents (i) to pay any taxes relating to income or any other taxes required to be paid by such person in connection with the performance of its obligations relating to this Agreement; (iii) to file tax returns as required by Applicable Law or comply with reporting or filing requirements under Applicable Law relating to taxes; or (iv) arising by reason of any misrepresentation by or on behalf of such person to any competent authority in respect of taxes.

11 EXCLUSION OF CONSEQUENTIAL AND INDIRECT DAMAGES

Without prejudice to any other provision of this Agreement to the contrary, neither party will be liable to the other party in respect of any consequential or punitive or economic loss or damage (whether or not foreseeable at the date of this Agreement and whether or not arising out of the negligence of either party) that may arise out of the performance of or breach of this Agreement including but not limited to loss of profits, loss of trade and business interruption.

12 REPRESENTATIONS AND WARRANTIES

12.4 Each Party represents and warrants to the other that:

- (a) It is duly organised and validly existing under the laws of India and have all requisite power and authority to carry on its business as it is now being conducted.
- (b) This Agreement constitutes its valid, legally binding and enforceable obligation.
- (c) It shall take such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- (d) It has taken all necessary action, corporate or otherwise, as applicable to them to authorise or permit the execution, delivery and performance of this Agreement and the transactions contemplated in this Agreement.
- (e) The execution, delivery or performance of this Agreement by it will not: (i) constitute a breach or violation of its memorandum or articles of association; (ii) conflict with or constitute a default under or breach of performance of any of its obligation; or (iii) result in a violation of any law, regulation, administrative order or judicial order applicable to it or its business or assets.
- (f) There is no action, suit, proceedings or investigations pending against it before or by any court, tribunal or Relevant Authority or instrumentality, domestic or foreign, which may materially and adversely impact any its ability to perform its obligations hereunder.

12.5 Service Provider further represents and warrants that:

- (a) It possesses all Government Approvals for implementing the Services in terms of this Agreement as may be required under the Applicable Laws.
- (b) It has the requisite skills, experience, expertise and capacity to perform the Services in terms of this Agreement.
- (c) It is fully aware of all of the Applicable Laws which have to be complied by it while performing the Services and shall at all times perform the same in compliance with the Applicable Laws.

13 TERMINATION

13.4 Termination by GVIAL

At any time during the subsistence of this Agreement, GVIAL may terminate this Agreement upon the occurrence of one or more of the following events, by a written notice:

- (a) of fifteen (15) days, in case of a material breach or failure to comply in any material respect to any provision of this Agreement by the Service Provider.
- (b) of seven (07) days, in case of appointment of any receiver and manager or administrator or order passed for the winding up or liquidation for their equivalent in any jurisdiction which is applicable to the Service provider or any material part of their undertaking, except for the purpose of merger or amalgamation for corporate restructuring purposes as per terms and conditions approved by GVIAL.
- (c) of seven (07) days, if the Relevant Authority refuses to grant any of the requisite permission or withdraws any permission granted (other than for reasons attributable to the Service Provider) or imposes additional conditions with respect to any permission granted which are not acceptable to the Service Provider, in relation to the performance, execution and implementation of the Services and such refusal, withdrawal or imposition of additional conditions is/are non-appealable or the Parties mutually accept and do not appeal against such refusal, withdrawal or imposition of additional conditions.
- (d) of seven (07) days, in case the Service Provider assigns or transfers this Agreement or any right or interest herein, or fails to perform or expresses its inability to perform the Services in accordance with the terms of this Agreement.
- (e) Without prejudice to any other rights or remedies available to GVIAL, GVIAL shall be entitled to terminate this Agreement without notice, if the Service Provider fails to procure or maintain/retain all applicable Permits in accordance with Applicable Laws and/or if any of the applicable Permits are cancelled /withdrawn by concerned authorities for any reason whatsoever.
- (f) Without prejudice to any other rights or remedies available to GVIAL, GVIAL shall be entitled to terminate this Agreement for convenience, without any cause, by giving 60 (Sixty) days notice to Service Provider.

13.5 Termination by Service Provider

At any time after the Effective Date, the Service Provider may terminate this Agreement in case of failure to comply with any material respect to any provision of this Agreement by GVIAL and such failure continues un-remedied for more than ninety (90) days following written notice by the Service Provider to GVIAL.

13.6 Termination Exclusive of other Remedies

The termination or purported termination of this Agreement shall be without prejudice to any claims or rights of any Party previously accrued to it against the other Party before the effective date of termination.

13.7 Consequences of Termination

- (a) On termination of this Agreement by GVIAL, GVIAL shall have the right to engage the services of a third party for the provision of the Services
- (b) Upon termination of this Agreement, the Service Provider including but not limited to its personnel shall remove all its belongings from the Locations and/or the Airport within a period of seven (07) days. Failure to comply with this requirement shall entitle GVIAL to seize all the items within the Locations.
- (c) If the Services are terminated or upon expiry of this Agreement, the Service Provider shall be entitled to be paid for the Services rendered until the date of termination within fifteen (15) days of submission of its invoices in accordance with the provisions of this Agreement
- (d) In the event of termination of this Agreement by GVIAL, the Service Provider shall, if required by GVIAL's Representative, continue to perform the Services or any of them as required for a period specified by the GVIAL's Representative but not exceeding sixty (60) days whilst the successor for providing the Services is engaged. During any such period the Service Provider shall continue to act in all respects in accordance with this Agreement as if the same had not been terminated and the Service Provider's obligations hereunder continued during such period. GVIAL shall afford the Service Provider reasonable assistance in redeploying staff or making use of temporary staff to carry out its obligations and shall pay the Service Provider during such period the Service Charges, as would have fallen due during such period if this Agreement had not been terminated.

14 STIPULATED PENALTIES

Notwithstanding any other right reserved by GVIAL elsewhere in this Agreement, if the Service Provider fails to adhere to the terms and conditions of the Agreement with respect to the quality of Services or the service level standards, then GVIAL at its own discretion shall have the right to engage any third party for rectifying such deficiencies and in such an event GVIAL shall have the right to adjust the amount incurred by GVIAL for such rectification and 10% towards administrative costs, from the amount/s payable to the Service Provider and Service Provider shall not have any objection whatsoever in this regard.

15 FORCE MAJEURE

Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God, acts of terrorism, labor disputes or stoppages, war, government acts or orders, epidemics, pandemics or outbreak of communicable disease, quarantines, national or regional emergencies, or any other cause, whether similar in kind to the foreGoI/GoAng or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable and Parties may mutually re-negotiate with regard to reduction of scope of services, period of services, payment terms, downsizing of the manpower as the case may be during after the force majeure condition ceases to exist. Either of the parties have the option to terminate the Agreement forthwith if such force majeure events continues for more than thirty (30) days.

Airport falls under essential services and Airport may have to operate during certain Force Majeure situations and therefore if necessary the Service Provider shall also take Permits required from Relevant Authorities, GoI/GoA etc. as the case may be to perform its Services without any break. GVIAL shall support in obtaining such Permits accordingly

16 NOTICES

All notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and sent/delivered at the address mentioned herein first of this Agreement or any address used for communication by the Parties and shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested and shall be deemed received two days after mailing or on the date of delivery, if personally delivered or in the case of fax, on the date of sending, provided a confirmation of receipt is obtained within normal business hours, otherwise on the following day.

Any change in the address of any Party shall be informed to other Party in writing and obtain acknowledgement of receipt of such information.

A notice shall be deemed to have been served if delivered personally on the date of delivery, if posted on the expiration of three (03) days after posting, and if sent by fax on the date of transmission.

17 ENFORCEABILITY

In the event any provision of this Agreement is held by a court/ forum of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provisions held to be unenforceable and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the Parties underlying the invalid or unenforceable provision.

18 PRINCIPAL CONCESSION AGREEMENT REQUIREMENTS

The Service Provider does hereby expressly understand that the right to enter into this Agreement is under the provisions of the Principal Concession Agreement and that under the provisions of the Principal Concession Agreement, the Government of India has a right, upon the termination of the Principal Concession Agreement, to acquire the land, buildings, structures and other assets at the Airport including the rights and obligations under this Agreement in the manner provided under the Principal Concession Agreement. In the event of GoI/GoA exercising such right for any reason whatsoever including termination due to breach of any agreement by GVIAL, during the subsistence of this Agreement, all the rights and obligations of GVIAL under this Agreement shall be automatically transferred to GoI/GoA or such other person as GoI/GoA may nominate in this regard without the need of any further action of the Parties. The Service Provider further expressly understands that in the event that GoI/GoA shall exercise such rights to acquire all or any of the aforesaid assets, the valuation of such assets shall be determined as per the relevant provisions of the Principal Concession Agreement. The Service Provider further expressly agree and undertake that upon such exercise by GoI/GoA of the abovementioned right, the Service Provider shall transfer the aforesaid assets to GoI/GoA or such other person as GoI/GoA may nominate, without protest or demur.

GENERAL PROVISIONS

19.4 Amendments

No amendment or modification of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of all the Parties.

19.5 Assignment

The Service Provider shall not assign, delegate or subcontract this Agreement or rights granted hereunder to any third party without a prior written approval of GVIAL. However, GVIAL shall have the right in its absolute discretion to assign all or part of its rights under this Agreement to any third party on prior intimation.

19.6 Reservation of Rights

No forbearance, indulgence or relaxations or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of those provisions of this Agreement in full and shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or as a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than that expressly stipulated in this Agreement.

19.7 Law and Jurisdiction

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India, the Courts at Andhra Pradesh, India shall have the exclusive jurisdiction over all matters arising out of or relating to this Agreement.

19.8 Dispute Resolution and Arbitration

19.8.1 Mutual Resolution

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by mutual discussion, only failing which, by resorting to arbitration.

19.8.2 Arbitration

Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, application, performance or termination, and not resolved by mutual resolution within thirty (30) days, shall be referred to arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 and any amendments made thereto from time to time. Each of the parties shall appoint one arbitrator and the two arbitrators so appointed shall appoint the presiding arbitrator. The language of the arbitration shall be English and the venue shall be Andhra Pradesh, India. The Parties hereto agree that the arbitral award shall be final and binding. Pending final resolution of any dispute, the Parties shall continue to perform their respective obligations hereunder.

19.9 Entire Agreement

This Agreement and all other documents delivered pursuant to this Agreement constitute the entire agreement between the Parties. It is also hereby clarified, that to the extent of an inconsistency (if any) between any of the aforementioned documents and the terms of this Agreement, the terms of this Agreement shall prevail.

19.10 Independent Parties

The Service Provider and GVIAL are independent parties and nothing herein shall be deemed to constitute either the Service Provider or GVIAL as the employee, representative, agent, partner, legal representative or joint venture of the other.

19.11 English Language

This Agreement and all notices or written communication and provision of any and all data, reports, information hereunder shall be in the English language.

19.12 Taxes

All taxes, duties, levies and charges arising due to this Agreement and applicable to be paid by the Service Provider shall be to the account of and shall be borne by the Service Provider during the subsistence of this Agreement. However, the property tax or municipal tax as levied by the Municipal Corporation or Municipality or local authority on the Location shall be borne and paid by GVIAL.

19.13 Confidentiality

The Parties hereto agree that they will hold in confidence the terms and conditions of this Agreement all information, documentation etc. which comes to their knowledge in course of the Agreement (“**Confidential Information**”) and will not disclose to any third party including but not limited to media (print or electronic) or use Confidential Information or any part thereof without the other Party’s prior written consent provided that Confidential Information may be disclosed to (i) any governmental or regulatory authority requiring such disclosure under law and (ii) legal advisors and other consultants. All such information divulged shall not be used, misused, copied, represented with any changes or alterations, and shall not be voiced, advertised, without the written consent of the other party.

19.14 Intellectual Property Rights

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

19.15 Survival

Notwithstanding the termination of this Agreement, clauses 10, 19.4, 19.5, 19.10 and 19.11 of **Schedule IV** shall survive for three (03) years from the expiry or arly termination of this Agreement._

*****Schedule IV Concluded *****

SCHEDULE V

SERVICE LEVEL STANDARDS AND SAFETY MEASURES

A. SERVICE LEVEL STANDARDS

B. SLA Housekeeping – CISF Complex		
General	Requirement	Target Level (%)
Manpower Deployment - General	All positions to be filled up as agreed during all shifts	100
No. of Staff in Proper Uniform and groomed	All staff should be in proper uniform with grooming standard	100
Access cards	All Access cards issued to be physically available at any given time	100
Key Personnel e.g. Supervisor on duty should be accessible	At any given time, all House Keeping Equipment (Vacuum Cleaners, Floor scrubbing machine, Wet & Dry Machine, Steam Cleaner, etc.), should be in working condition.	100
Equipment Maintenance	At any given time, all House Keeping Equipment (Vacuum Cleaners, Floor scrubbing machine, Wet & Dry Machine, Steam Cleaner, etc.,)	90
Consumables	Requirement	Target Level (%)
HK Cleaning Chemicals Should be of standard Brand/Make (Taski/Scheveron)	The chemicals should be in conformance to EHS norms.	100
HK Consumables Adequate Stock	At any given time, adequate stock should be maintained	100
Cleaning	Requirement	Target Level (%)
Toilets Cleaning - W/C, Urinals, Wash basins, Looking Glass, Doors, Walls & Floors	Dust Free, Mark Free, Floor should not be wet, free from Stain	98
Cleaning of all Common areas	Dust & Dirt free at any given time	98
Bachelor Barracks - (Inside/Outside)	Dust Free, Mark Free, Floor should not be wet, free from Stain & Dirt free at any given time	98
CISF Admin office	Dust Free, Mark Free, Floor should not be wet, free from Stain & Dirt free at any given time	98
Unit Mess, Canteen, gym, health centers	Dust Free, Mark Free, Floor should not be wet, free from Stain & Dirt free at any given time	100
Darbar Hall	Dust Free, Mark Free, Carpet should be free from Stain & Dirt free;	98
Pantry Cleaning - All Tables, Chairs, Wash basin, Waste Bins, Walls & Floors, Refrigerators, Microwave Owens, etc.	Dust Free, Mark Free, Floor should not be wet, free from Stain & Dirt free at any given time	100
Compliance records	Relevant updated records (as per check list) to be submitted along with monthly invoice.	100

PENALTY CLAUSE

Uniform	All personnel under the Agreement shall wear uniform throughout the working hours. The design and color of the uniform and vests shall be submitted to GMR for approval.
Requirements	Ensure the following: ⊕ All the staff to be present on all days. ⊕ HK boys to be trained before deployment at work location on usage of cleaning standards, equipment usage etc. ⊕ Service provider will ensure attendance is maintained for the staff deployed and submit copy of the same along with the monthly invoice. ⊕ payment shall be made based on manpower deployed / attendance only.
Penalty	Service provier will ensure all the above are adhered, failing which will attract penalties that may be felt appropriate by GVIAL
Performance evaluation & Penalty	House Keeping Joint Inspection shall be carried out in the presence of Facility Executive/Supervisor and FMS representative on daily basis through a checklist. Service Provider will have to achieve a minimum score of 85% on an average every month. Any drop in the percentages would lead to penalties, as follows: 85 % and above – No penalty 80 to 85% - 5% on management fees Below 80% - 10% on management fees

C. SAFETY MEASURES

During the subsistence of this Agreement, the Service provider shall ensure to comply and adhere to the safety precautions and measures of GVIAL including but not limited to the following:

- 1) The Service Provider /subcontractors /agents and its employees/personnel shall adhere to GVIAL regulatory safety requirements, policy/policies incorporated by any government agency and/ GVIAL.
- 2) The Service Provider /subcontractors /agents and its employees/personnel shall give safety and security the highest priority by systematically assessing and managing the safety and security risks through audited management systems and best practices of the Services performed under the Agreement and cooperate with GVIAL for any periodic review and monitoring by external or internal auditors of the same.
- 3) At all times during the subsistence of this Agreement the Service Provider /subcontractors /agents and its employees/personnel shall report of each and every dangerous occurrence to GVIAL or GVIAL representative and enable GVIAL/GVIAL representative for the related investigation and preventive/corrective actions to be implemented and monitored.
- 4) The Service Provider /subcontractors /agents and its employees/personnel shall adhere to GVIAL's Contractor's Safety, health and Environment management compliance policy, Safety Management (SHM) System as communicated time to time and further, shall at all times during the subsistence of this Agreement shall coordinate and cooperate with GVIAL /GVIAL representative to create awareness of the same among its staff/personnel deployed for the purpose of providing Services under this Agreement.
- 5) The Service Provider /subcontractors /agents and its employees/personnel during the subsistence of this Agreement shall adhere to GVIAL culture of proactive risk assessment and safety audits as means to bring continual improvement as per the Safety Management Systems.
- 6) The Service Provider /subcontractors /agents and its employees/personnel and its personnel shall work in accordance to the guidelines of the performance evaluations which shall be reviewed and monitored by GVIAL/ GVIAL representative from time to time.
- 7) The Service Provider /subcontractors /agents and its employees/Personnel hereby agrees and acknowledges that either the Service Provider/its personnel not do any act/s of any willful negligence or violation of laid down safety and security guidelines of GVIAL.
- 8) The Service Provider /subcontractors /agents and its employees/personnel shall ensure to the compliance to all regulatory safety requirement of GVIAL at the Airport.
- 9) The Service Provider /subcontractors /agents and its employees/personnel shall allocate necessary resources towards implementing safety management systems of GVIAL.

Violation of any of the Safety Precautions/policies shall render the Service Provider /contractor /subcontractor liable for prosecution under the applicable law, besides cancellation of this Agreement.

PENALTIES FOR VIOLATION OF SAFETY STANDARDS

- It is hereby agreed and acknowledged by the Parties that GVIAL shall have the right to deduct 5% of the Service Charges payable on monthly basis for any violation of the Safety Standards as detailed above.
- Further, after penalizing the Service Provider two times, if the Service Provider commits the same violation, GVIAL shall have the right to terminate the Agreement without any further notice.

*****Schedule V Concluded *****

SCHEDULE VI

LIST OF THE SERVICES

List of Services is mentioned in RFP document under schedule -2 (Scope of service & guidelines)

*****Schedule VI Concluded*****

SCHEDULE – VII

FORMAT OF PERFORMANCE BANK GUARANTEE

From:
Bank's Name & address

To
GMR Visakhapatnam International Airport Limited,

Sirs,

Guarantee No. _____
Amount of Guarantee _____
Guarantee cover from _____ to _____

1. In consideration of an Agreement dated _____ executed between GMR Visakhapatnam International Airport Limited, (hereinafter referred to as **"GVIAL"** for brevity) to our constituents M/s. _____ having its registered office at, (hereinafter referred to as "Constituent") wherein our said Constituent has agreed to comply certain obligations as per the terms and conditions of the Agreement (herein after referred to as **'Contractual Obligations'**)
2. Our said Constituent has undertaken to furnish to GVIAL an unconditional and irrevocable Bank Guarantee for the due performance of its obligations under the aforementioned Agreement and against any future claims, damages/expenses incurred by GVIAL by virtue of action initiated by any statutory or regulatory authorities for non-adherence or non-observance of the obligations by the Constituent as per the terms and conditions agreed in the Agreement.
3. As per the terms of the Agreement executed between GVIAL and our Constituents, we, the _____ Bank, _____ Branch, _____ (hereinafter for sake of brevity referred to as **"Bank"**) as also our successors and assignees, do hereby bind ourselves unconditionally and irrevocably and Guarantee the payment of all sums of money that may be liable to be paid to GVIAL to the extent of Rs _____ (Rupees _____ only) against being the value of this Bank Guarantee payable by the said constituent of the Bank, against any future claims, damages/expenses incurred by GVIAL by virtue of non-performance of the obligations under the Agreement by the Constituent or for an action initiated by any statutory or regulatory authorities for non-adherence or non-observance of the contractual obligations by the Constituent.
4. We, _____ Bank, _____ Branch, _____ hereby undertake to indemnify GVIAL to the extent of Rs. ____ (Rupees _____ only) against any loss or damage caused to GVIAL at any time during the period of this Guarantee due to the failure, default, neglect or refusal of our Constituent fails to pay GVIAL up to the value of Rs. _____ /- (Rupees _____ only)
5. We, the _____ Bank, _____ Branch, _____ further confirm and agree that we shall on the first demand from GVIAL without any protest, hesitation or demur and unconditionally and without any references to the said Constituent and notwithstanding and contestation by the Constituent of the existence of any dispute whatsoever between GVIAL and the Constituents, shall pay forthwith to GVIAL or to their successors and assignees any sum or sums not exceeding Rs. _____ (Rupees _____ only).
6. We, _____ Bank, _____ Branch, _____ also agree that a communication from the Chief Commercial Officer/any authorized signatory of GVIAL, Bhogapuram to the effect that there

has been a failure, default on the part of the Constituent, shall be final, conclusive and binding on us.

7. We further declare that this Bank Guarantee is an irrevocable, unconditional and continuing Guarantee and shall not be affected by (a) any indulgence shown by GVIAL to the Constituent (b) any change in the constitution of GVIAL (c) any changes, additions, deletions or modifications in the terms and conditions of the Agreement between GVIAL and the Constituent.

8. This Bank Guarantee shall not be revoked without GVIAL's express written consent and shall not be affected by:

- (i) extension of time; or
- (ii) any other indulgence to the Constituent by GVIAL, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in GVIAL; or
- (iii) any right which GVIAL may have against the Constituent and to exercise the same in any manner at any time,

and the Bank shall not be released from its obligations under this Guarantee by the exercise of any of GVIAL's rights with reference to matters aforesaid or any of them or by whatsoever reason which under law would, but for this provision, have the effect of relieving the Bank from its obligations under this Guarantee.

9. This Guarantee shall not be affected by any change in the constitution of the Bank or the Constituent or for any other reason whatsoever.

10. This Guarantee shall remain in full force and effective all the time until all the dues of the constituent to GVIAL have been fully paid and all GVIAL's claims against the constituent are satisfied as stipulated by GVIAL under the terms and conditions of the Agreement, to the extent of Rs. _____/- (Rupees _____ only) as specified herein above.

11. Notwithstanding anything contained in the foreGoI/GoAng clauses, the Bank's liability under this Guarantee shall be restricted to Rs _____ (Rupees _____ only). This irrevocable and continuing Guarantee shall remain in force for a period from dt. _____ to ***(include three months claim period also)***. The Bank shall be discharged from all liabilities hereunder unless a claim under this Guarantee is lodged and / or made by GVIAL within three months from the date of expiry i.e., on or before dt _____.

12. That the expressions the Constituents, the Bank, and GVIAL used herein shall, unless repugnant to the subject or context include their respective successors and assignees.

13.1 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) shall be delivered to, or sent by pre-paid registered post, or facsimile transmission to:

The Guarantor

(Name & Address of the Bank) at: _____

Attention of the: Branch Manager

or such other address as may be notified in writing from time to time.

13.2 Any such demand, notice or communication shall be deemed to have been duly served:

- (i) if delivered by hand, when left at the property address for service;
- (ii) if given or made by pre-paid registered post or facsimile transmission, when received, provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business

Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of Vishakhapatnam) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

14. We acknowledge and agree that the benefits of this Guarantee may not be transferred or assigned by us. The benefits of this Guarantee may however be assigned in full by GVIAL to any person to whom all the benefits of the Agreement are transferred, and to the lenders or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee.
15. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of Andhra Pradesh for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.

Date:

Place:

Signed for and on behalf of the Bank