

**BUREAU OF CIVIL AVIATION SECURITY (BCAS)**

“A” Wing, 1st - 3rd Floor, JanpathBhawan, Janpath, New Delhi-110001, India.

Phone :23311443, 23738394, 23355167

Website: <http://www.bcasindia.nic.in>

**NOTICE INVITING TENDER**

**Request for Proposal for Selection of agency for implementation and maintenance of access control system for airports**

1. Bureau of Civil Aviation security (BCAS), Ministry of Civil Aviation, Government of India invites **online** bids from reputed and experienced bidders to participate in the competitive bidding process for:
  - a. Solution design & software development of system for issuance & management of biometric based access cards to monitor & control staff, visitor & vehicle access at airports in India.
  - b. Hardware & network procurement, installation & commissioning at BCAS locations
  - c. Roll-out & implementation of solution developed
2. To maintain the confidentiality related to aviation security the Tender (RFP) document would be made available to the bidders on a CD only upon submission of the following documents;
  - a. NDA duly signed by authorized signatory and power of attorney for authorized signatory (NDA format is attached as Annexure A to this document)
  - b. Declaration letter on the company letter head in the name of the individual whom the company has authorised to collect the Tender document.
3. Contents of CD shall include the following:
  - a. Complete RFP document (PDF document)
  - b. Annexure B & C to Section V (Scope of Work) included additionally in MS Excel format only to help bidders in preparing response
4. The RFP document can be obtained between 10:00 AM to 5:00 PM on all working days from the BCAS office “A” Wing, 1<sup>st</sup> - 3<sup>rd</sup> floor, JanpathBhawan, Janpath, New Delhi-110001, India from 10:00 Hrs 13 February 2014 till 12:00 Hrs on 10 March 2014.
5. Bids shall be submitted online only on Central Public Procurement (CPP) portal <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted. Soft copies of bids are required to be uploaded electronically using valid digital signature certificates. The instructions given below are meant to assist bidders in registering on CPP portal, prepare their bids in accordance with requirements of online submission. Detailed instructions are included in tender document.

- a. Bidders are required to enrol on e-procurement module of central public procurement portal and register their valid digital signature certificate (Class II or class III certificates with signing key usage) issued by any certifying authority
- b. Bidders shall upload the following documents while submitting bids:

Cover No.	Cover type	Description	Document type	Contents
1	Fee/PreQual /Technical	Scanned copy of EMD	.pdf	Scanned copy of EMD
		Pre-qualification letter	.pdf	Pre-qualification letter
		Pre-qualification proposal	.pdf	All relevant details and documentary proofs
		Technical bid letter	.pdf	Technical bid letter
		Relevant past experience	.pdf	Relevant past experience (Summary & detailed credentials)
		Proposed manpower	.pdf	Proposed manpower (Summary & detailed CVs)
		Proposed solution	.pdf	Proposed solution
		Schedule of deviation	.pdf	Schedule of deviation
2	Finance	Commercial bid letter	.pdf	Commercial bid letter
		Price schedule	.pdf	Price schedule

#### 6. Important dates:

The following table provides information regarding the important dates of the bid process for this RFP:

ACTIVITY	DATE
Date of Issue of RFP	13 February 2014
Sale of RFP document	Till 1200 Hrs on 10March 2014
Last date for submission of queries for clarifications on RFP document	17 February 2014, 1400 Hrs
Pre-Bid Conference	20 February 2014, 1500 Hrs
Last date for submission of Bids	10March 2014, 1500 Hrs
Prequalification and Technical Bid opening	10 March 2014, 1600 Hrs
Commercial Bid opening	17 March 2014, 1500 Hrs (Tentative, Confirmed date shall be communicated)

ACTIVITY	DATE
	later by the Purchaser)

**Note:**

1. Pre-bid conference: Only one person per bidder shall be allowed for pre-bid conference
2. Bidders are required to upload document with queries (for clarifications on RFP document) on the CPP portal
3. Pre-bid summary including responses to clarifications sought shall be uploaded on CPP portal

**Annexure A**

**NON-DISCLOSURE AGREEMENT**

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for **RFP reference no. D-21012/2/2011-C&G dated 03-February-2014** covering “**Selection of agency for implementation and maintenance of access control system for airports**” (hereinafter called the said 'RFP') to the Addl. Commissioner of Security (Civil aviation), Bureau of Civil Aviation Security, A-Wing, III Floor, Janpath Bhawan, Janpath, New Delhi-110001, India , hereinafter referred to as 'Purchaser' and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder’s personnel to be present on premises of the Purchaser or may require the Bidder’s personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder’s personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder’s confidentiality obligation. Further, the Bidder shall procure that all personnel

of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

